

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 22, 2025 - 9:00 AM

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

Zoom Link: <https://mendocinocounty.zoom.us/j/85859977840>

Zoom Phone Number (if joining via telephone): 1 669 900 9128 ; Zoom Webinar ID: 858 5997 7840

Listed below are some of the Board of Supervisors Public Engagement options. For streaming options and a complete list of ways to interact with agenda items (or more information on any of these listed) please visit: <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>

Written Comment

- Submit online via the eComment platform at <https://mendocino.legistar.com/Calendar.aspx>

Verbal Comment

- Speak in person at any physical meeting location when the Chair calls for Public Comment
- Join the Zoom Webinar and use the "raise hand" feature when the Chair calls for Public Comment
(if joining via telephone: press *9 to raise your hand, and *6 to unmute yourself when called)
- Leave a voicemail message, up to 3 minutes in length, by calling 707-234-6333

*Note: Voicemail comments will no longer be played back during Open Session, but are immediately available to the full Board of Supervisors upon submittal.

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

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

1a) Roll Call

1b) Pledge of Allegiance

2. PUBLIC EXPRESSION

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

Individuals wishing to address the Board under Public Expression are welcome to do so via any method listed on the front page of this agenda or on our Public Engagement page, at: <https://rb.gy/d3p0>

For more information on any of these methods, please call the Mendocino County Clerk of the Board at (707) 463-4441

3. CONSENT CALENDAR

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

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

4. REGULAR CALENDAR

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

Recommended Action:

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

- 4b) **Discussion and Possible Direction to Staff Regarding a Presentation on Mendocino County's Preliminary Fiscal Year (FY) 2025-26 Budget (Sponsor: Executive Office)**

Recommended Action:

Provide direction to staff regarding the priorities and preparation of Mendocino County's FY 2025-26 budget.

Attachments: [04.22.2025 - Budget Workshop Presentation Final](#)
[04-19-25 25-26 Budget Deficit Detail](#)
[04-19-25 VSIP 2025 Program Plan - Employee Initiated DRAFT](#)

- 4c) **Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Amending Exhibit X - Mendocino County Master Fee Schedule Effective June 21, 2025, Unless Code or Policy Require Longer and Direction to Staff to Step Up Fees Over Two Years For Those Fees With Increases Greater Than 50%, With Percentage Increase Split Evenly Over Two Years, And With Year Two Being Added to the Outcome From That Year's Analysis**
(Sponsor: Executive Office)

Recommended Action:

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

Motion 1: Adopt Resolution amending Exhibit X - Master Fee Schedule effective June 21, 2025, unless code or policy require longer and direct staff to step up fees over two years for those fees with increases greater than 50%, with percentage increase split evenly over two years, and with year two being added to the outcome from that year's analysis; and authorize Chair to sign same.

Motion 2: Adopt Resolution (Full Cost Recovery) amending Exhibit X - Master Fee Schedule effective June 21, 2025, unless code or policy require longer direct staff to step up fees over two years for those fees with increases greater than 50%, with percentage increase split evenly over two years, and with year two being added to the outcome from that year's analysis; and authorize Chair to sign same

Attachments: [Resolution 25-072](#)

[Apr 2025 MCEO TWN affidavit 6888539](#)

[Apr 2025 MCEO UDJ affidavit 6888534](#)

[April 2025 PBS Fee Hearing Memo to BOS](#)

[April 2025 EH Fee Hearing Memo to BOS](#)

[April 2025 CEO Fee Hearing Memo to BOS](#)

[April 2025 Resolution - Full Cost Recovery](#)

[April 2025 Resolution](#)

[April 2025 Transportation Fee Hearing Memo to BOS](#)

[April 2025 Proposed Fee Change Memo](#)

[Exhibit X - Master Fee Schedule April 2025 - Supervision Rate](#)

- 4d) **Discussion and Possible Action Including Acceptance of an Update from the Noyo Harbormaster**
(Sponsor: Supervisor Norvell)

Recommended Action:

Accept the update from the Noyo Harbormaster.

- 4e) **Discussion and Possible Action Including Acceptance of the Mendocino County California Juvenile Justice Realignment Block Grant (JJRBG) Annual Plan for Fiscal Year (FY) 2025-26 Dated March 21, 2025; Acceptance of the JJRBG Budget for Fiscal Year 2025-26; and Authorization for the Chief Probation Officer to Implement the JJRBG Budget**

(Sponsor: Probation)

Recommended Action:

Accept the Mendocino County California Juvenile Justice Realignment Block Grant (JJRBG) Annual Plan for FY 2025-26 Dated March 21, 2025; accept the JJRBG budget for FY 2025-26; and authorize the Chief Probation Officer to implement the JJRBG budget.

Attachments: [Mendocino County California Juvenile Justice Realignment Block Grant \(JJRBG\) Plan - 3-21-25](#)
[Juvenile Justice Realignment Block Grant Plan - Final 3-21-25](#)

- 4f) **Discussion and Possible Action Including Acceptance of the Mendocino County Juvenile Justice Plan (MCJJP) Dated March 21, 2025, Representing Mendocino County's Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP); Approval of the Juvenile Justice Crime Prevention Act (JJCPA) Budget for Fiscal Year (FY) 2025-26; and Authorization for the Chief Probation Officer to Implement the JJCPA Budget**

(Sponsor: Probation)

Recommended Action:

Accept the Mendocino County Juvenile Justice Plan (MCJJP) dated March 21, 2025, which represents Mendocino County's Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP); Approve the Juvenile Justice Crime Prevention Act (JJCPA) budget for Fiscal Year (FY) 2025-26; and authorize the Chief Probation Officer to implement the JJCPA budget.

Attachments: [Juvenile Justice Consolidated Plan - Final 3-21-25](#)
[MENDOCINO COUNTY JUVENILE JUSTICE PLAN 4-22-25](#)

- 4g) **Discussion and Possible Action Including Approval of the Recommended Community Corrections Partnership (CCP) Budget for Fiscal Year (FY) 2025-26 in the Amount of \$8,636,026, Excluding Growth Funds; Authorization for the Chief Probation Officer to Update the Approved Budget by the Amount of Growth Funds Received, if any, Less Mandated Allocation to the Local Innovation Subaccount, by Designating the Funds as Contingency or Reserve; and Authorization for the Chief Probation Officer to Implement the CCP Budget**
(Sponsor: Probation)

Recommended Action:

Approve the recommended Community Corrections Partnership (CCP) Budget for Fiscal Year (FY) 2025-26 in the amount of \$8,636,026, excluding growth funds; authorize the Chief Probation Officer to update the approved budget by the amount of Growth Funds received, if any, less mandated allocation to the Local Innovation Subaccount, by designating the funds as Contingency or Reserve; and authorize the Chief Probation Officer to implement the CCP Budget.

Attachments: [CCP Budget Presentation FY25-26](#)

- 4h) **Discussion and Possible Action Including Acceptance of an Update on the 2021 Ukiah Library Needs Assessment, Current Cost Model Options, and Direction to Staff for the Ukiah Library Feasibility Study (at No Cost to the General Fund) to Investigate Three Possibilities: Adding a Second Floor to the Current Branch, Replacing the Current Branch at its Existing Location with a New Two-Story Library, and Building a New Library Branch with Parking at a New Location**
(Sponsor: Library)

Recommended Action:

Accept update on the 2021 Ukiah Library Needs Assessment, current cost model options, and provide direction to staff, to proceed with a feasibility study (at no cost to the General Fund) to investigate three possibilities: adding a second floor to the current branch, replacing the current branch at its existing location with a new two-story library, and building a new library branch with parking at a new location.

Attachments: [Ukiah Library Needs Assessment Presentation](#)

- 4i) **Discussion and Possible Action Including Direction to Staff to Proceed with the Willits Library Roof and Solar Project in Phases, Beginning with the Roof Replacement as Required by The California Public Contract Code, and Direction to Staff to Bring Back the Solar and Battery Options and Analyses for Future Direction**
(Sponsor: Executive Office)

Recommended Action:

Direct staff to proceed with the Willits Library Roof and Solar Project in phases, beginning with the roof replacement as required by the California Public Contract Code, and direct staff to bring back the solar and battery options and analyses for future direction.

Attachments: [Willits Library Solar Roof Cash Flow Options](#)

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

Recommended Action:

Accept the Chief Executive Officer's report.

Attachments: [April 2025 CEO Report - English](#)
[April 2025 CEO Report - Spanish](#)
[Hyperlink to Online CEO Report - English](#)
[Hyperlink to Online CEO Report - Spanish](#)

- 4k) **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.

- 4l) **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)(4) - Conference with Legal Counsel - Initiation of Litigation: One Case
- 6c) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Child Support Services Director

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 April 8, 2025, Regular Meeting

Recommended Action:

Approve minutes of April 8, 2025, regular meeting.

Attachments: [04-08-25 Minutes](#)

APPOINTMENTS

3b) Approval of Appointments/Reappointments

Recommended Action:

Approve the following appointments/reappointments:

- 1. Melodie Hilton, At Large Member, Mendocino County Tourism Commission;*
- 2. Lauren Sinnott, Fifth District Representative, Museum Advisory Board; and*
- 3. Susan Walsh, Trustee, Westport-Ten Mile Cemetery District.*

Attachments: [Hilton Application \(Out of County\)](#)

[Sinnott Application](#)

[Walsh Application](#)

BOARD OF SUPERVISORS

- 3c) **Adoption of Proclamation Recognizing April 22, 2025, as Sexual Assault Awareness Day in Mendocino County**
(Sponsor: Supervisor Mulheren)

Recommended Action:

Adopt Proclamation recognizing April 22, 2025, as Sexual Assault Awareness Day in Mendocino County; and authorize Chair to sign same.

Attachments: [Proclamation](#)
[Denim Day Flyer](#)

- 3d) **Ratification of Letter of Support for Senate Bill 501 (Allen) - Household Hazardous Waste Producer Responsibility Act**
(Sponsor: Supervisor Mulheren)

Recommended Action:

Ratify letter of support for Senate Bill 501 (Allen) - household hazardous waste producer responsibility act.

Attachments: [SB 501 Support Letter - Signed](#)

- 3e) **Ratification of Letter of Support for Assembly Bill 518 (Ward) - Low-Impact Camping Areas**
(Sponsor: Supervisor Haschak)

Recommended Action:

Ratify letter of support for Assembly Bill 518 (Ward) - low-impact camping areas.

Attachments: [Letter of Support](#)

- 3f) **Ratification of Letter of Support for Senate Bill 561 (Blakespear) - Emergency Distress Flare Safe Disposal**
(Sponsor: Supervisor Mulheren)

Recommended Action:

Ratify letter of support for Senate Bill 561 (Blakespear) - emergency distress flare safe disposal.

Attachments: [Letter of Support](#)

EXECUTIVE OFFICE

- 3g) Approval of Lease Agreement with Pitney Bowes in the Amount of \$52,620.60 for Countywide Postage Meter Equipment for a Term of Five Years, July 1, 2025, to June 30, 2030**

Recommended Action:

Approve lease agreement with Pitney Bowes in the amount of \$52,620.60 for Countywide postage meter equipment for a term of five years, July 1, 2025, to June 30, 2030; 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: [Agreement 25-026](#)

- 3h) Approval of Reallocation of \$24,340 One-Time Pacific Gas and Electric Disaster Settlement Funds (Previously Allocated for Implementation of Two-way Interface from Mendocino Unit Altaris™ Computer-Aided Dispatch to Tablet Command) to Support Emergency Medical Services Equipment and Supplies**

Recommended Action:

Approve reallocation of \$24,340 one-time Pacific Gas and Electric Disaster Settlement Funds (previously allocated for implementation of two-way interface from Mendocino Unit Altaris(tm) computer-aided dispatch to tablet command) to support emergency medical services equipment and supplies.

- 3i) Approval of Retroactive Agreement with Toshiba Business Solutions (Toshiba) in the Amount of \$95,000 for Continued Maintenance Services of the Multifunction Copier Devices Acquired in 2019, Effective June 30, 2024, to June 30, 2025**

Recommended Action:

Approve Retroactive Agreement with Toshiba Business Solutions (Toshiba) in the amount of \$95,000 for continued maintenance services of the multifunction copier devices acquired in 2019, effective June 30, 2024, to June 30, 2025; authorize the Purchasing Agent to execute any and all necessary documents related to the transaction; authorize the Purchasing Agent to sign any future amendments to the Agreement that do not alter the fiscal aspects of the Toshiba Maintenance contract; and authorize Chair to sign same.

Attachments: [Agreement 25-027](#)

- 3j) **Ratification and Approval of Submission of Grant Award for the Community Wildfire Defense Grant (CWDG) Program Grant Funding Opportunity from the Department of Agriculture Forest Service (USDA) United States Forest Service (USFS) in the Amount of \$6,382,432; and Authorization for the Chief Executive Officer to Execute Grant Agreement and Submit All Documents If Awarded**

Recommended Action:

Ratify and approve submission of the grant award for the Community Wildfire Defense Grant (CWDG) Program grant funding opportunity from the Department of Agriculture Forest Service (USDA) United States Forest Service (USFS) in the amount of \$6,382,434; and authorize the Chief Executive Officer to execute the grant Agreement and submit all documents if awarded.

Attachments: [CWDG Grant Application](#)
[CWDG Application Project Maps](#)
[CWDG Application Letters of Support](#)
[Mendocino County Community Wildlife Protection Plan 2016](#)

- 3k) **Ratification of Letter of Opposition for Assembly Bill 470 (McKinnor) - Telephone Corporations: Carriers of Last Resort**

Recommended Action:

Ratify letter of opposition for Assembly Bill 470 (McKinnor) - telephone corporations: carriers of last resort.

Attachments: [Letter of Opposition](#)

- 3l) **Ratification of Letter of Support for Senate Bill 547 (Perez) - Commercial Property Insurance Cancellation and Nonrenewal**

Recommended Action:

Ratify letter of support for Senate Bill 547 (Perez) - commercial property insurance cancellation and nonrenewal.

Attachments: [Letter of Support](#)

- 3m) **Ratification of Letter of Support for Senate Bill 616 (Rubio) - Community Hardening Commission: Wildfire Mitigation Program**

Recommended Action:

Ratify letter of support for Senate Bill 616 (Rubio) - community hardening commission: wildfire mitigation program.

Attachments: [Letter of Support](#)

- 3n) **Ratification of Letter of Opposition for Senate Bill 357 (Menjivar) - Juveniles: Delinquency**

Recommended Action:

Ratify letter of opposition for Senate Bill 357 (Menjivar) - juveniles: delinquency.

Attachments: [Letter of Opposition](#)

- 3o) **Ratification of Letter of Opposition for Assembly Bill 946 (Bryan) - Chief Probation Officer: Designee**

Recommended Action:

Ratify letter of opposition for Assembly Bill 946 (Bryan) - chief probation officer: designee.

Attachments: [Letter of Opposition](#)

- 3p) **Ratification of Letter of Support for Senate Bill 678 (Leno, 2009) - Draft Trailer Bill Language**

Recommended Action:

Ratify letter of support for Senate Bill 678 (Leno, 2009) - draft trailer bill language.

Attachments: [Letter of Support](#)

- 3q) **Ratification of Purchasing Agent's Approval of Prior Invoices Totaling \$123,420.08 from the State of California Natural Resources Agency, Department of Forestry and Fire Protection, For Tasks Performed by the State Fire Marshal for the SB 844 Jail Project, and Authorization for Purchasing Agent to Approve Future Similar Invoices From the Department of Forestry and Fire Protection Above the Limits Stated in Government Code Section 25502.3 and County Code 2.32.030(f), Not to Exceed A Total of \$150,000**

Recommended Action:

Ratify Purchasing Agent's approval of prior invoices totaling \$123,420.08 from the State of California Natural Resources Agency, Department of Forestry and Fire Protection, for tasks performed by the State Fire Marshal for the SB 844 Jail Project, and authorize Purchasing Agent to approve future similar invoices from the Department of Forestry and Fire Protection above the limits stated in Government Code Section 25502.3 and County Code 2.32.030(f), not to exceed a total of \$150,000.

Attachments: [Invoices Paid to State for Fire Marsahal](#)

- 3r) **Finding that the Electric Vehicle Charging Stalls Project is Categorically Exempt from the California Environmental Quality Act Pursuant to Section 15301 and 15303 of the CEQA Guidelines; Authorization to Award to and Approval of an Agreement with Ferranti Construction, Incorporated in the Amount of \$566,976.85 for the Completion of the Electric Vehicle Charging Stalls Project located at 501 Low Gap Road and 727 South State Street in Ukiah for the Period of One Hundred Twenty days from the Date of Issuance of the Notice to Proceed; and Approval of the Electric Vehicle Charging Stalls Project Plans and Specifications**

Recommended Action:

Find that the Electric Vehicle Charging Stalls Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 and 15303 of the CEQA guidelines; authorize award to and approval of an Agreement with Ferranti Construction, a California corporation in the amount of \$566,976.85 for the completion of the Electric Vehicle Charging Stalls Project located at 501 Low Gap Road and 727 South State Street in Ukiah for the period of one hundred twenty (120) days from the date of issuance of the notice to proceed; and approve the Electric Vehicle Charging Stalls Project plans and specifications.

Attachments: [Agreement 25-034](#)
[Bid Result Sheet With Allowance.pdf](#)
[NOE for EV Chargers at County Facilities](#)

BEHAVIORAL HEALTH AND RECOVERY SERVICES

- 3s) **Approval of Agreement with Center for Positive Changes in the Amount of \$25,000 to Provide Short-Term Residential Therapeutic Program Care for Mendocino County Youth Clients, for the Period of October 24, 2024, through June 30, 2025**

Recommended Action:

Approve agreement with Center for Positive Changes in the amount of \$25,000 to provide short-term residential therapeutic program care for Mendocino County youth clients, for the period of October 24, 2024, through June 30, 2025; authorize the Behavioral Health Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: [Agreement 25-028](#)

- 3t) **Approval of First Amendment to BOS Agreement No. 24-120 with Mendocino Coast Hospitality Center in the Amount of \$10,571 for a New Total of \$63,430, to Provide Direct Services and Supportive Care Management Services to Residents with Severe Mental Illness in the Homeless Shelter and Transitional Housing Apartments in Fort Bragg, Effective July 1, 2024, through June 30, 2025**

Recommended Action:

Approve first amendment to BOS Agreement No. 24-120 with Mendocino Coast Hospitality Center in the amount of \$10,571 for a new total of \$63,430, to provide direct services and supportive care management services to residents with severe mental illness in the homeless shelter and transitional housing apartments in Fort Bragg, 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 maximum amount; and authorize Chair to sign same.

Attachments: [Agreement 24-120-A1](#)

- 3u) **Approval of First Amendment to BOS Agreement No. 24-170 with Mendocino County Youth Project to Increase the Amount by \$200,000 for a New Total of \$766,882 to Provide Specialty Mental Health Services to Eligible Medi-Cal Beneficiaries of Mendocino County, Effective October 1, 2024, through June 30, 2025**

Recommended Action:

Approve first amendment to BOS Agreement No. 24-170 with Mendocino County Youth Project to increase the amount by \$200,000 for a new total of \$766,882 to provide specialty mental health services to eligible Medi-Cal beneficiaries of Mendocino County, effective October 1, 2024, through June 30, 2025; authorize the Director of Health Services or designee to sign any future amendments to the agreement that do not affect the annual maximum amount; and authorize Chair to sign the same.

Attachments: [Agreement 24-170-A1](#)

- 3v) **Approval of First Amendment to BOS Agreement No. 24-172 with Tapestry Family Services, Inc. for an Increase in the Amount of \$577,220 for a New Total of \$5,847,356 to Provide Specialty Mental Health Services to Eligible Medi-Cal Beneficiaries of Mendocino County Effective October 1, 2024, through June 30, 2025**

Recommended Action:

Approve first amendment BOS Agreement No. 24-172 with Tapestry Family Services, Inc. for an increase in the amount of \$577,220 for a new total of \$5,847,356 to provide specialty mental health services to eligible Medi-Cal beneficiaries of Mendocino County effective October 1, 2024, through June 30, 2025; authorize the Director of Health Services or designee to sign any future amendments to the agreement that do not affect the annual maximum amount; and authorize Chair to sign the same.

Attachments: [Agreement 24-172-A1](#)

- 3w) **Ratification of Submission of Grant Application to Advocates for Human Potential, Inc. for California Youth Opioid Response Program Funding; and Authorization for the Director of Health Services to Execute the Resulting Grant Agreement if Awarded, up to \$515,767.00, for the Anticipated Project Period of Upon Award Through September 29, 2027**

Recommended Action:

Ratify submission of grant application to Advocates for Human Potential (AHP), Inc. for California Youth Opioid Response (YOR) Program Funding; authorize the Director of Health Services to execute the resulting grant Agreement if awarded, up to \$515,767.00, for the anticipated project period of upon award through September 29, 2027; and authorize the Director of Health Services to sign any amendments that do not increase the maximum amount.

Attachments: [Grant Application](#)

- 3x) **Ratification of Submission of Grant Application to the County Medical Services Program for Building the Healthcare Workforce Funding; and Authorization for the Director of Health Services to Execute the Resulting Grant Agreement if Awarded, Up to \$499,999.99, for the Anticipated Project Period of Three Years**

Recommended Action:

Ratify submission of grant application to the County Medical Services Program (CMSP) for Building the Healthcare Workforce (BHW) funding; authorize the Director of Health Services to execute the resulting grant Agreement if awarded, up to \$499,999.99, for the anticipated project period of three years; and authorize the Director of Health Services to sign any amendments that do not increase the maximum amount.

Attachments: [Building-the-Healthcare-Workforce-Grant-Program-RFP](#)

COUNTY COUNSEL

- 3y) **Approval of Agreement (Amendment to Purchasing Agent Agreement No. PA 24-77) with LexisNexis in the Amount of \$127,800 for a New Agreement Total of \$157,260 and Extending Termination Date from August 31, 2025, to August 31, 2030**

Recommended Action:

Approve Agreement (Amendment to Purchasing Agent Agreement No. PA 24-77) with LexisNexis in the amount of \$127,800 for a new agreement total of \$157,260; extending the termination date from August 31, 2025, to August 31, 2030; and authorize Chair to sign same.

Attachments: [Agreement 25-029](#)

HUMAN RESOURCES

- 3z) **Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 2560 (Probation), Add 1.0 FTE Staff Services Administrator, \$74,048.00 - \$90,022.40/Annually; Delete 1.0 FTE, (Position No. 3309) Supervising Legal Secretary, \$50,544.00 - \$61,443.20/Annually**

Recommended Action:

Adopt Resolution amending the Position Allocation Table as follows: budget unit 2560 (Probation), add 1.0 FTE Staff Services Administrator, \$74,048.00 - \$90,022.40/annually; delete 1.0 FTE, (Position No. 3309) Supervising Legal Secretary, \$50,544.00 - \$61,443.20/annually; and authorize Chair to sign same.

Attachments: [Resolution 25-070](#)
[Resolution](#)

3aa) Adoption of Proclamation Recognizing April 20 - 26, 2025, as Volunteer Appreciation Week in Mendocino County

Recommended Action:

Adopt Proclamation recognizing April 20 - 26, 2025, as Volunteer Appreciation Week in Mendocino County; and authorize Chair to sign the same.

Attachments: [Proclamation](#)

PUBLIC DEFENDER

3ab) Approval of CARE Court Funds Agreement Authorizing the Public Defender to Enter into an Agreement in the Amount of \$37,500 Designated for the Public Defender, for the Period of July 1, 2024, to January 1, 2026, Pursuant to CARE Court Funds Agreement Administered by the State Bar

Recommended Action:

Approve CARE Court Funds Agreement authorizing the Public Defender to enter into an Agreement in the amount of \$37,500 designated for the Public Defender, for the period of July 1, 2024, to January 1, 2026, pursuant to CARE Court Funds administered by the State Bar; and authorize Chair to sign same.

Attachments: [Agreement 25-030](#)

PLANNING AND BUILDING SERVICES

3ac) Approval of the Department of Planning and Building Services Housing Element and General Plan Annual Progress Reports for 2023 and 2024 to Facilitate Compliance with Housing and Community Development's and the Governor's Office of Land Use and Climate Innovation's Annual Submittal Requirements

Recommended Action:

Approve the Housing Element and General Plan Annual Progress Reports for 2023 and 2024 to facilitate compliance with Housing and Community Development's and the Governor's Office of Land Use and Climate Innovation's annual submittal requirements.

Attachments: [Mendocino County 2023 HE APR](#)
[Mendocino County 2024 HE APR](#)
[Mendocino County General Plan APR 2023](#)
[04-21-25 Mendocino County General Plan APR 2024](#)
[04-21-25 Mendocino County 2024 HE APR REVISED](#)

3ad) Approval of Agreement with Toshiba America Business Solutions, Inc. (Toshiba) in the Amount of \$226,265.88 for Document Imaging Services for Backfile Scanning for a Term Ending on June 30, 2026

Recommended Action:

Approve agreement with Toshiba Business Solutions, Inc (Toshiba) in the amount of \$226,265.88 for document imaging services for backfile scanning (off-site files) for a term ending on June 30, 2026; authorize the Planning & Building Services Director to sign any future amendments that do not increase the maximum compensation amount; and authorize the Chair to sign same.

Attachments: [Agreement 25-031](#)

PUBLIC HEALTH

3ae) Approval of Agreement (Second Amendment to Agreement PH-24-018) with Sharrie Irene Miller, LVN, Increasing the Amount by \$20,100 for a New Total of \$70,000 to Provide Licensed Vocational Nursing Services at the Mendocino County Juvenile Hall, Effective July 1, 2024, through June 30, 2025

Recommended Action:

Approve Agreement (second amendment to Agreement PH-24-018) with Sharrie Irene Miller, LVN, increasing the amount by \$20,100 for a new total of \$70,000 to provide Licensed Vocational Nursing Services at the Mendocino County Juvenile Hall, Effective July 1, 2024 through June 30, 2025; authorize Health Services Director to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: [Agreement 25-032](#)

- 3af) Authorization for Mendocino County Public Health to Accept Grant Award of \$150,000 From the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) for the Kids' Plates Childhood Unintentional Injury Prevention Grant, for the Period July 1, 2025, through June 30, 2027**

Recommended Action:

Authorize Mendocino County Public Health to accept grant award for \$150,000 from the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) for the Kids' Plates Childhood Unintentional Injury Prevention Grant of the period of July 1, 2025, through June 30, 2027; and authorize the Health Services Director to execute the grant Agreement, submit all documents required for award acceptance, and to sign any future amendments to the Agreement that do not increase the annual maximum amount.

Attachments: [Mendocino County Public Health February 2025 Award Letter](#)

SHERIFF-CORONER

- 3ag) Approval of a Three-Year Agreement with Axon Enterprise, Inc. in the Amount of \$148,929.68 for the Installation of a Fleet Camera System for Patrol Vehicles for the Period of June 1, 2025, through June 30, 2027**

Recommended Action:

Approve three-year Agreement with Axon Enterprise, Inc. in the amount of \$148,929.68 for the installation of a fleet camera system for patrol vehicles for the period of June 1, 2025, through June 30, 2027; authorize the Sheriff to sign future amendments that do not affect the total amount of the Agreement; and authorize Chair to sign same.

Attachments: [Agreement 25-033](#)

- 3ah) Approval of Retroactive Award Acceptance from the Northern California Coalition to Safeguard Communities in the Amount of \$170,631 for the Period of August 1, 2024, through July 31, 2025**

Recommended Action:

Approve retroactive award acceptance from the Northern California Coalition to Safeguard Communities in the amount of \$170,631 for the period of August 1, 2024, through July 31, 2025.

Attachments: [NCCSC Award Letter.pdf](#)

SOCIAL SERVICES

- 3ai) **Approval of First Amendment to Agreement No. BOS-24-084 with North Coast Opportunities, Inc., in the Amount of \$210,000, for a New Total of \$645,000, to Administer California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care for CalWORKs Welfare-to-Work Participants, Effective July 1, 2024, through June 30, 2025**

Recommended Action:

Approve first Amendment to Agreement No. BOS-24-084 with North Coast Opportunities, Inc., in the amount of \$210,000, for a new total of \$645,000, to administer California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care for CalWORKs Welfare-to-Work participants, effective July 1, 2024 through June 30, 2025; authorize the Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: [Agreement 24-084-A1](#)
[BOS Memo NCO Amendment](#)

TRANSPORTATION/SOLID WASTE

- 3aj) **Authorization of a Road Closure of Main Street (County Road 245) at the West Canal to Allow for Replacement of the Culvert Under Main Street, Planned for Summer 2025, Pursuant to Section 942.5 of the California Streets and Highways Code (Potter Valley Area)**

Recommended Action:

Authorize a road closure of Main Street (County Road 245) at the West Canal to allow for replacement of the culvert under Main Street, planned for summer 2025, pursuant to Section 942.5 of the California Streets and Highways Code (Potter Valley Area).

Attachments: [Main Street at West Canal Closure Letter](#)

- 3ak) **Adoption of Resolution Approving the Parcel Map for Minor Subdivision Number 2023-0003 (Rosetti), and Accepting on Behalf of the Public the Dedication of Land in Item (A) of the Owner's Statement for Public Road Right-of-Way and Public Utility Easement, Located at 13018 McDowell Street, Assessor's Parcel Number 048-220-22 (Hopland Area)**

Recommended Action:

Adopt Resolution approving the parcel map for Minor Subdivision Number 2023-0003 (Rosetti), and accepting on behalf of the public the dedication of land in Item (A) of the Owner's Statement for the purposes specified thereon, located at 13018 McDowell Street, Assessor's Parcel Number 048-220-22 (Hopland Area); direct the Clerk of the Board to deliver the Parcel Map to the Recorder for processing and recording; and authorize Chair to sign same.

Attachments: [Resolution 25-071](#)
[Resolution](#)
[Minor Subdivision 2023-0003 Letter](#)
[MS 2023-0003 Maps](#)

ADJOURNMENT

Additional Meeting Information for Interested Parties

For a full list of the latest available options by which to engage with agenda items, please visit <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>

All electronically submitted comment is immediately available to Supervisors, staff, and the general public by clicking this meeting's eComment link at <https://mendocino.legistar.com/Calendar.aspx>

LIVE WEB STREAMING OF BOARD MEETINGS is available at <https://mendocino.legistar.com> or visit the Mendocino County YouTube channel. Meetings are also livestreamed from the Mendocino County Facebook page. For technical assistance, please contact the Clerk of the Board at (707) 463-4441. Please reference the departmental website to obtain additional resource information for the Board of Supervisors: www.mendocinocounty.org/bos

The Mendocino County Board of Board of Supervisors complies with the Americans with Disabilities Act (ADA) requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code 54953.2). Anyone requiring a reasonable accommodation to participate in a meeting of the Board of Supervisors or Affiliate Meeting Body should contact the Mendocino County Clerk of the Boards Office at (707) 463-4441, not less than 48 hours prior to the meeting.

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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Varies

Phone: Varies

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

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

Recommended Action/Motion:

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

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: April 22, 2025





Mendocino County Board of Supervisors Agenda Summary

Item #: 4b)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 1 Hour

Agenda Title:

Discussion and Possible Direction to Staff Regarding a Presentation on Mendocino County's Preliminary Fiscal Year (FY) 2025-26 Budget
(Sponsor: Executive Office)

Recommended Action/Motion:

Provide direction to staff regarding the priorities and preparation of Mendocino County's 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

current f/y cost: N/A

Item #: 4b)

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: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Direction Given to Staff**

Date: April 22, 2025



FY 25/26 Budget Workshop

April 22nd, 2025

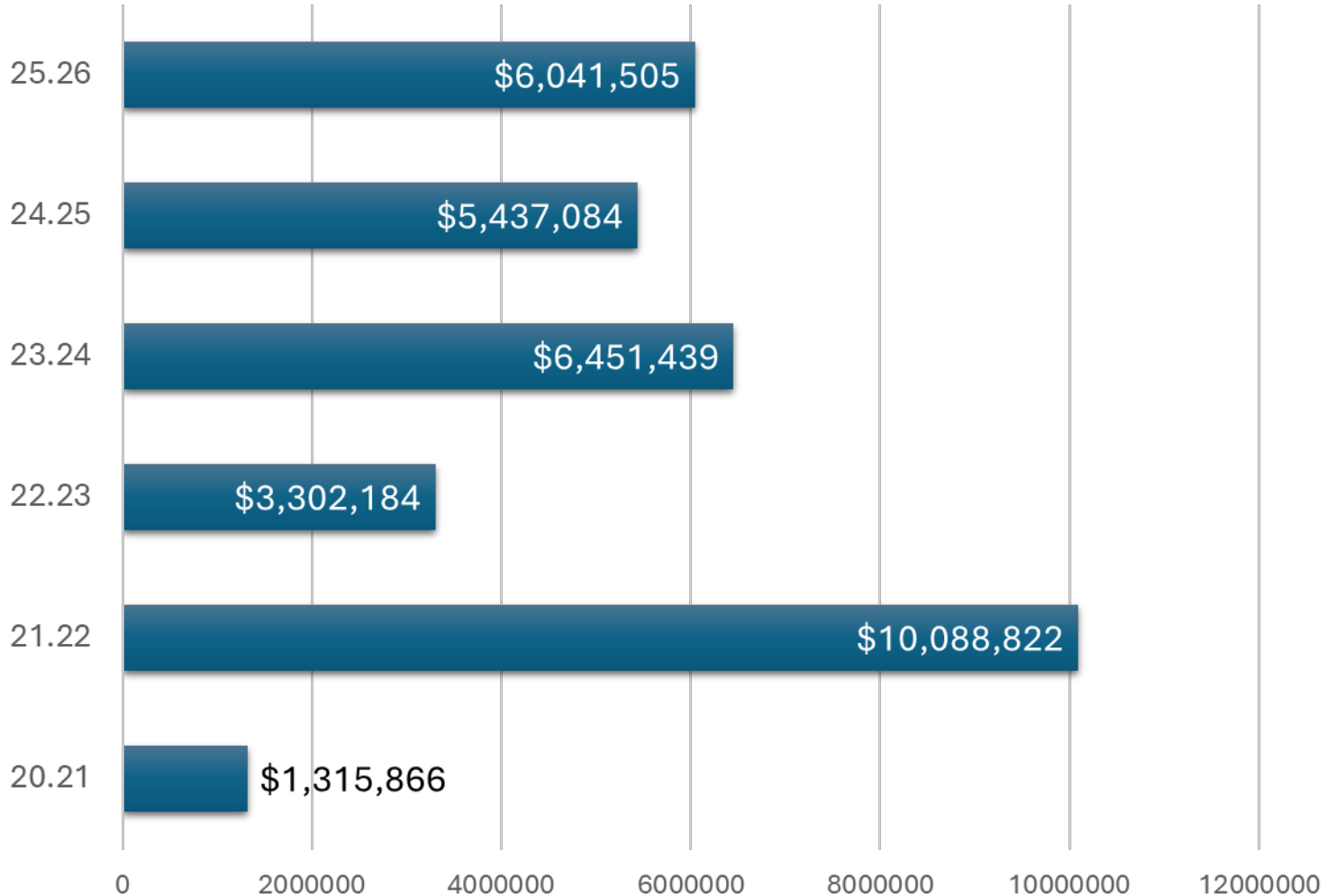


Chief Executive Officer Darcie Antle



Fire and Ambulance – General Fund Obligations

- Total: **\$32,636,900**
- FY 21-22 largely due to PG&E Settlement funds (\$8,730,369)





FY25/26 - County Prop 172 Allocations

Changes in Prop 172 allocations require a redistribution of Prop 172 revenue between District Attorney, Sheriff's Office, Jail, Probation

- Current year allocation percentages
 - DA: 10.09%
 - SO: 43.03%
 - Jail: 32.60
 - Probation: 9.86%
 - **Total FY25.26 Reduction: \$91,001**
- As per direction on April 8, and additional \$87k of General Fund has been allocated to Fire Agencies.



Request for Direction

- Regarding Prop 172 allocation reductions for County offices as shown on Slide 3
- Regarding where to pull \$87k additional General Fund to Fire Agencies



Measure AJ Apportionments

At the April 8th Board Meeting, staff was directed to prioritize funding Cannabis Department (MCD) with Cannabis Tax Revenues first, then other service categories*

Based on current FY 25.26 budget:

- \$1million is budgeted for Cannabis Tax Revenue
- MCD currently budgeted at \$991,582

This means that for FY25.26 only Cannabis Regulation Enforcement will be covered by Cannabis Tax revenues, according to current projections.

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, and Fire and Medical Emergency Services.



FY25/26 Budget Update - Reductions

From April 8th Budget Workshop, an additional **\$624,327** in Department budget reductions have been submitted to CEO Budget from 6 departments. CEO Budget team will continue to work with remaining departments to identify additional savings.

Reductions include held vacancies and reductions in services and supplies.



Voluntary Separation Incentive Program (VSIP)

- Offer Voluntary Separation Incentive Program to all employees – incentive payment amounts based on years of service
- Subject to CEO/Department review and Board of Supervisors' approval
- Position will be frozen for 2 years and VSIP employees cannot be rehired for 2 years



Vacant Positions

- Remove all vacant positions from the position allocation table that are not public safety (Sheriff/Jail, District Attorney, Public Defender, Alternate Defender or Probation/Juvenile Hall) or currently in recruitment as of 4/22/25- regardless of funding status
- Projected reduction in vacant positions from 281 to 78
- Funded not filled = 78 vacant
 - Of the 78 vacant, 26 = Sheriff, Jail, and Probation
- Any positions that are vacant for 10 months are to be deleted from the position allocation table, except for public safety



Turnover Rate and Hiring Freeze

- County General Fund Turnover Rate estimated at 6%.
- 6% turnover is equivalent to approximately \$8 million in General Fund savings if paired with Hiring Freeze



FY25/26 Budget – Recommendations

- Prioritize funding County roads with excess Cannabis Tax Revenue after funding Cannabis Department
- Utilize one-time funds from Retirement Contribution Reserve (\$3.2million) to offset one-time expense for General Fund portion of Pension Obligation Bond.
- Direct Department Heads to review utilization of extra help.



FY25/26 Budget – Recommendations

- Remove all vacant positions from the position allocation table—regardless of funding status that are not in public safety (Sheriff/Jail, District Attorney, Public Defender, Alternate Defender or Probation/Juvenile Hall) and not actively in recruitment as of April 22, 2025.
- Direct staff to implement the Voluntary Separation Incentive Program offering to all employees.
- Delete from the position allocation table any vacant positions that are vacant for 10 months, except for those in public safety.



FY25/26 Budget – Next Steps

- Potential use of Measure B and Opioid settlement funds to offset Naphcare services at County Jail.
 - Meeting with Sheriff's Office and BHRS to discuss next steps.
- Cost plan charges to Special Districts and Grants
 - Staff to work with Auditor on next steps
- A summary of comments provided at the April 15th Listening Session will be included in the May 6th Budget Workshop



FY25/26 Budget – Next Steps Continued

- Update Facility Maintenance Policy and bring back analysis on total deferred maintenance costs with cost escalation factors
- Research Realignment backfill for Environmental Health budget
 - Bring back on May 6th
- HR will work with departments to review organizational structure and employee to supervisor ratios



Budget Schedule

May 6:	3rd Quarter Report and Budget Workshop
June 3-4:	Final Budget Public Hearings
June 24:	Budget Adoption

FY 25/26 Budget Workshop

April 22nd, 2025



Questions and Discussion

Internal Working Document

Budget Deficit Detail as of 4-18-2025	Attachment A	For Budget Workshop	4/22/2025
<u>NCC Reductions & Adjustments</u>		Budget Deficit	\$ 23,223,580
Additional	\$ (37,513)	ZBB Department Adjustments	
Low	\$ (1,619,666)	ZBB Department Adjustments	
Core	\$ (896,648)	ZBB Department Adjustments	
Social Services (IHSS and Calworks)	\$ (3,104,550)	Adjustments prior to 4/8	\$ 17,565,203
Roads	\$ 1,000,000	Increased Road contribution	
Prop 172	\$ 91,000	Fire Agency shift	
Additional Fire contribution from GF	\$ 87,522	Fire	
Subtotal	\$ (4,479,855)	As of April 8th Board Meeting	\$ 18,743,725
<u>Post 4/8 Adjustments</u>			
Core	\$ (624,327)	Department Adjustments	
Turnover/Hiring Freeze Savings	\$ (8,000,000)	Based on 6% rate	
A87 Invoicing (Grants and Non-GF Depts)	\$ (750,000)	Estimate - ongoing discussion	
Opioid Settlement for Naphcare costs	\$ (500,000)	Estimate - ongoing discussion	
Measure B for Naphcare costs	\$ (50,000)	Estimate - ongoing discussion	
Pending Department Adjustments	\$ (150,000)	Estimate - ongoing discussion	
Subtotal	\$ (10,074,327)	Running Total	\$ 8,669,398
<u>One-Time Adjustments</u>			
Retirement Contribution Reserve	\$ (3,298,283)	Offset GF portion of POBs	
23/24 Carryforward	\$ (1,000,000)	To fund Roads	
MH Audit Reserve	\$ (1,000,000)	For Landfill (753k), Water (85k), ITSF (161,865)	
Teeter Reserve	\$ (325,844)	For ITSF, SO/JA one-time technology costs	
Subtotal	\$ (5,624,127)	Running Total	\$ 3,045,271
<u>Deferrals</u>			
ITSF	\$ (440,000)	Deferred technology maintenance	
Subtotal	\$ (440,000)	Running Total	\$ 2,605,271
		Current Budget Deficit	\$ 2,605,271

VOLUNTARY SEPARATION INCENTIVE PROGRAM – EMPLOYEE INITIATED

(July 6, 2025 – September 13, 2025)

1. Purpose

The County of Mendocino is facing critical budget shortfalls for the Fiscal Year 2025/2026. The purpose of the Voluntary Separation Incentive Program (VSIP) is to allow employees to voluntarily resign, and prevent or reduce involuntary staff reductions. The VSIP offers lump-sum, post-separation payments as an incentive for employees to voluntarily separate employment from the County.

Eligible employees who voluntarily leave county employment afford the County the opportunity to be better poised to strategically plan future resources, realize financial savings, and avoid involuntary staff reductions.

2. VSIP Employee Eligibility & Participation

Eligibility to participate in the VSIP shall be determined in accordance with the following conditions:

- a. Employees must currently be employed by the County of Mendocino and occupy a regular, allocated position.
- b. Employees must be at-will exempt or must have achieved permanent status in their current service period according to the County of Mendocino Civil Service Rules and Mendocino County Code, i.e. must have successfully completed the initial probationary period. Employees may be in promotional probation status and qualify for the program, so long as they have completed a probationary period in at least one Mendocino County classification.
- c. Eligible employees must submit the Statement of Interest form by April 30, 2025, addressed to Human Resources, informing the County of their interest to participate in the program, subject to Board of Supervisors approval.
- d. Following approval of the Designation List by the Board of Supervisors, to participate in the VSIP, eligible employees must sign the County authorized VSIP Resignation and Release Agreement addressed to Human Resources and identify the effective date of their resignation (last day of paid status with the county).
 1. Eligible employees must submit their Resignation and Release Agreement between June 22, 2025 and July 2, 2025. The voluntary resignation date must be effective on or after July 6, 2025, and on or before September 13, 2025.
 2. Once the VSIP Resignation and Release Agreement has been signed and received by Human Resources, and after a seven-day revocation period, the agreement becomes effective and enforceable on the voluntary resignation date and the County will authorize payment of the incentive.

3. Individuals who submitted a retirement or resignation notice to their department prior to April 22, 2025, with a separation date between June 22, 2025, and September 13, 2025, may be eligible for the VSIP incentive.
- e. Employees who accept a VSIP incentive are not prohibited from filing claims for unemployment benefits. Such employees will acknowledge that they may be denied such unemployment benefits based upon the employees' written acknowledgement that their decision to separate from County employment is entirely voluntary. The County reserves the right to challenge any such application for unemployment benefits.
- f. Employees who voluntarily separate from County employment in conjunction with this program and receive the separation incentive agree that they are ineligible for regular, extra-help, or at-will employment with the County, for a period of two (2) years from the date of separation.
- g. Eligible employees will receive the incentive according to the position allocation occupied, and the following schedule:
 1. .75 FTE – 1.00 FTE receive 100% of the corresponding incentive
 2. .74 FTE and below – receive a prorated based on their full-time equivalent of the corresponding incentive
- h. Employees are NOT eligible for the VSIP under any of the following conditions:
 1. Have received a notice of termination for misconduct or poor performance within the VSIP effective dates (April 23, 2025 – September 13, 2025), or which results in an involuntary separation during the effective period.
 2. Have not successfully achieved permanent status in their current service period and is not at-will exempt.

3. Incentive Payment Provisions

- a. An eligible employee participating in the VSIP shall receive a cash payment paid post separation from employment from the County and subject to all state and federal tax withholding. The separation pay will be in exchange for signing the VSIP Resignation and Release Agreement.
- b. Retirement eligibility and/or benefits are not impacted by this Program.
 1. The cash payment occurs post-employment and is not deemed part of “final compensation” for purposes of calculating retirement benefits.
- c. VSIP eligible employees with a resignation date falling on or within the specified years of current service as outlined in the following parameters:
 1. Employees with 10 years or more of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$15,000 and \$1,000 for each full year of current service beyond 10 years up to an additional incentive of \$10,000, for a maximum incentive of \$25,000.

2. Employees with at least 5 years but fewer than 10 years of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$10,000 and \$1,000 for each full year of current service beyond 5 years up to an additional incentive of \$4,000, for a maximum incentive of \$14,000.
3. Employees with at least 3 years but fewer than 5 years of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$8,000.
4. Employees with at least 1 year but fewer than 3 years of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$5,000.

(All payments shall be subject to all state and federal tax withholding and program requirements).

4. Department Conditions

The following conditions must be met by departments:

- a. Positions approved for the VSIP of which an incentive is paid, the department heads will change the “funded” status to “vacant unfunded frozen” and will remain vacant for a two (2) year period.
 1. The Board of Supervisors reserves the right to remove the allocation of any and all vacancies being held vacant as a result of this program.
 2. Department Heads will be responsible for analyzing all necessary budgetary/service delivery implications of vacancies created by an employee voluntarily participating in the VSIP, and will identify the strategy, plan, and timing designed to adjust the size of the organization in a manner that reduces costs, avoids layoffs, and meets departmental budgetary and fiscal objectives.
 3. After the two (2) year period has elapsed, departments may request the CEO approve positions vacated through the VSIP to move from “vacant unfunded frozen” status to “funded” status if the department can demonstrate funding.
- b. Upon receipt of the VSIP Resignation and Release Agreements provided by Human Resources, incentive payments will originate with the department.

5. Process

The VSIP shall follow this process:

- a. The Board of Supervisors shall authorize the program and, if applicable, the maximum number of VSIP incentives to be offered.
- b. Human Resources will notify all employees of the program by April 23, 2025, and provide the program plan and Statement of Interest form.
- c. Employees submit a Statement of Interest form by April 30, 2025. Except in unusual

circumstances, no Statements of Interest submitted after that date will be considered

- d. Statement of Interest forms will be reviewed by the CEO with the affected departments.
- e. The Board of Supervisors shall review the positions submitted and adopt the list of positions approved (“Designation List”) to receive the incentive, in the May 6, 2025, meeting.
- f. Human Resources will notify all employees of Board of Supervisor approval and provide the form VSIP Resignation and Release Agreement by May 7, 2025. A 45-day consideration period for employees will follow.
- g. VSIP Resignation and Release Agreements may be received by Human Resources beginning June 22, 2025 and through July 2, 2025. VSIP Resignation and Release Agreements received prior to June 22, 2025, shall not be considered or acted upon until on or after June 22, 2025.

6. Term

Subject to approval by the Board of Supervisors, VSIP incentives will only be offered to eligible employees who submit their VSIP Resignation and Release Agreement between on or after June 22, 2025, and on or before July 7, 2025. The effective date of resignation must be on or after July 6, 2025 and up to and including September 13, 2025.

7. Communication

The County and employee organizations may develop and distribute literature to represented employees that publicize and explain the VSIP.

Key Dates

4/22/2025	Board of Supervisors authorizes the VSIP – Employee Initiated program
4/23/2025	Human Resources notifies all employees to submit a Statement of Interest
4/30/2025	Deadline to submit a Statement of Interest
5/06/2025	BOS Meeting Date: BOS approves the Designation List
5/07/2025	Human Resources notifies employees on Designation List
6/21/2025	45-day consideration period ends
6/22/2025-7/02/2025	Resignation and Release Agreement submission period
7/06/2025-9/13/2025	Resignation period



Mendocino County Board of Supervisors Agenda Summary

Item #: 4c)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Sara Pierce

Phone: 707463-4441

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Amending Exhibit X - Mendocino County Master Fee Schedule Effective June 21, 2025, Unless Code or Policy Require Longer and Direction to Staff to Step Up Fees Over Two Years For Those Fees With Increases Greater Than 50%, With Percentage Increase Split Evenly Over Two Years, And With Year Two Being Added to the Outcome From That Year's Analysis
(Sponsor: Executive Office)

Recommended Action/Motion:

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

Motion 1: Adopt Resolution amending Exhibit X - Master Fee Schedule effective June 21, 2025, unless code or policy require longer and direct staff to step up fees over two years for those fees with increases greater than 50%, with percentage increase split evenly over two years, and with year two being added to the outcome from that year's analysis; and authorize Chair to sign same.

Motion 2: Adopt Resolution (Full Cost Recovery) amending Exhibit X - Master Fee Schedule effective June 21, 2025, unless code or policy require longer direct staff to step up fees over two years for those fees with increases greater than 50%, with percentage increase split evenly over two years, and with year two being added to the outcome from that year's analysis; and authorize Chair to sign same

Previous Board/Board Committee Actions:

In accordance with County Policy No. 47 the Master Fee Schedule (Exhibit X), can be modified or changed with an amended Resolution to the original Resolution, on a semi-annual basis, on or about April and December of each year. The last amendment to the Master Fee Schedule was adopted on December 21, 2024, by Resolution 24-174 and took effect on February 15, 2025.

Summary of Request:

Pursuant to County Policy No. 47, consideration and possible approval of a revised fee schedule incorporating modified and new fees is requested including but not limited to the Behavioral Health, Department of Transportation, Environmental Health, and Planning and Building Services. The Executive Office has prepared a memorandum to the Board of Supervisors regarding Proposed Changes to the County Master Fee Schedule. Finally, Departmental representatives will be in attendance to present the requested fee modifications and respond to Board inquiry.

Alternative Action/Motion:

Item #: 4c)

Do not approve the proposed fee schedule changes; or request departments to provide additional information prior to taking action.

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: General Fund

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Adopted with Modifications**

Executed Item Type: Resolution

Number: 25-072



RESOLUTION NO. 25-072

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS, SUPERSEEDING RESOLUTION NO. 24-174 ADOPTED ON DECEMBER 17, 2024 MODIFYING THE MASTER FEE SCHEDULE (EXHIBIT X)

WHEREAS, pursuant to Mendocino County Policy No. 47, and consistent with Government Code §66016 and other applicable law, the Board of Supervisors of the County of Mendocino, State of California, may establish and amend certain fees or service charges based on the cost of providing various services, subject to legal requirements; and

WHEREAS, unless otherwise required by law, all new or revised fees will be effective on June 21, 2025 for all departments pursuant to Government Code §66019; and

WHEREAS, the fee request modifications set forth in the referenced Fee Justification Charts, have been determined by the Auditor-Controller / Treasurer-Tax Collector not to exceed the cost of providing the actual specific County services, or enforcing the regulation in which the fee is levied, including fees imposed pursuant to Government Code §66014(a); and

WHEREAS, notice of the public meeting has been published and proposed fee information has been mailed or made available 14 days in advance to any interested party who filed a request with the Clerk of the Board for mailed notice of the meeting on this matter pursuant to Government Code § 66019; and

WHEREAS, pursuant to Title 14, §15273(a)(1), of the California Code of Regulations, the modification of, and adoption of, said fees are found to be exempt from the California Environmental Quality Act (CEQA).

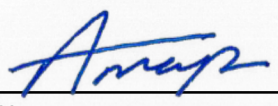
NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the Board of Supervisors has determined to exercise its authority by adopting the fee modifications for the departments referenced in the supporting documents, superseding Resolution No. 24-174 and amending the Mendocino County Master Fee Schedule, incorporating these modifications in the Master Fee Schedule Exhibit X, to be effective June 21, 2025; the Chief Executive Officer, or designee, shall be authorized to make the adopted modifications to the Master Fee Schedule Exhibit X and make available the amended Mendocino County Master Fee Schedule Resolution with Exhibit X, for public distribution on the County website.

The foregoing Resolution introduced by Supervisor Norvell, seconded by Supervisor Mulheren, and carried this 22nd 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 Master Fee Schedule						
Fee Title	Fee Amount				Government Code Justification	
Countywide Internal Fees						
Document Retrieval						
Retrieval of Document/Report over 5 years old	\$5.00					
Photocopy Fees						
Black & White-per page	\$0.10 Each					
Color-per page	\$0.25 Each					
Printing Fees						
	A-87 Actual costs					A-87 Actual costs
Postage Fees						
	A-87 Actual costs					A-87 Actual costs
Returned Check Fees						
	\$25.00					Actual Costs
Auditor Fees						
Earnings Withholding Order Processing	\$2.00					CCP Sec. 706.034
Check Stub Copy	\$2.00					
Duplicate Copy of W-2	\$10.00					
Facsimile Fees						
Local						
First page	\$2.50					
Each additional page	\$1.25					
Long Distance						
Each additional page	\$1.75					
Agriculture						
Site visit/Consultation	\$119.00					
Small animal trap placement & service (Up to 30 days per property for Raccoon, Skunk, Bobcat, Fox, Opossum, Coyote, other)	\$119.00					
Large animal trap placement & service (Up to 20 days per property for Bear, Lion, Feral Hog, other)	\$144.00					
Ranch service agreement - 1 year	\$983.00					
Ranch service agreement - 1 month	\$119.00					
Water Submeter Testing by Owner Request	\$64.00					Sec. 12210 B&P
Third Party Certifier Annual Application Fee	\$1,100.00					
Annual MSF Certification Program Fee	\$1,085.00					
Hourly Inspection Fee	\$119.00					
Pest Condition and Pest Treatment						
State Phytosanitary Certificates						
Minimum Charge (1 Certificate)	\$24.00					Sec. 5202 CFAC
Number of Certificates (2-3)	\$24.00					Sec. 5202 CFAC
Number of Certificates (4-6)	\$49.00					Sec. 5202 CFAC
Number of Certificates (7-9)	\$49.00					Sec. 5202 CFAC
Number of Certificates (10 +)	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)					Sec. 5202 CFAC; Reso. No. 22-091
Federal Phytosanitary Certificates						
Each Certificate	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)					Sec. 5202 CFAC; Reso. No. 22-091
Certificates of Quarantine Compliance						
Minimum Charge (1 Certificate)	\$24.00					Sec. 5202 CFAC
Number of Certificates (2-6)	\$24.00					Sec. 5202 CFAC
Number of Certificates (7-12)	\$49.00					Sec. 5202 CFAC
Number of Certificates (13-19)	\$49.00					Sec. 5202 CFAC
Number of Certificates (20 +)	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)					Sec. 5202 CFAC; Reso. No. 22-091
Certification of Pest Treatment						
For Supervision of fumigation, cold storage, dip or other treatments and certification pursuant to CFAC, Federal Quarantine Regulations or County Ordinance	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)					Reso. No. 22-091
Regulatory Trapping						
To comply with quarantines involving other foreign countries, states, and counties	Agricultural Field Inspector's hourly weighted rate plus IRS rate/mile, plus cost of traps					Reso. No. 22-091
Weighing and Measuring Device Inspection						
Tests for Non-commercial inspection						Sec. 12210 B&P
Tests for Commercial Devices upon request from owner when testing could be performed by a registered repairman						Sec. 12210.5 B&P
Charges for travel, stand-by, and return call charges for a second test in the same calendar year.						
Small Capacity Scales (up to 10,000 GVW)						
Per Hour	\$109.00					
Per Mile	\$1.50					
Large Capacity Scales (10,000 to 40,000 GVW)						
Per Hour	\$218.00					
Per Mile	\$2.00					
Large Capacity Scales (more than 40,000 GVW)						
Per Hour	\$218.00					
Per Mile	\$2.50					
Retail Gasoline Dispensers						
Per Hour	\$109.00					
Per Mile	\$0.75					
Wholesale Petroleum Meters						
Per Hour	\$109.00					

Per Mile	\$1.00				
Liquefied Petroleum Gas Meters					
Per Hour	\$109.00				
Per Mile	\$0.85				
All Other Commercial Devices					
Per Hour	\$109.00				
Per Mile	\$1.00				
Bee Charges					
Certification for Exportation of Bees on Comb	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Secs. 29141, 29143 CFAC; Reso. No. 22-091
Certification of Colony Strength	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 29195 CFAC; Reso. No. 22-091
Registration of Apiary	\$64.00				Secs. 29040, 29043, 29044 CFAC
Fruit, Nut, and Vegetable Certificates					
Certification for other state or country	\$37.00				Sec. 42793 CFAC
Certified Producer Certificate	\$37.00				Reso. No. 13-042, 1392.8 CCR
Certified Farmer's Market Certificate	\$37.00				Sec. 1392.8 CCR
Fresh Fruit & Vegetable Wholesaler Registration	\$37.00				Sec. 43061 CFAC
Commercial Fruit & Vegetable Inspector Registration	\$37.00				Sec. 57302 CFAC
Determination of Soluble Solids for Grapes for Wine and Byproducts (minimum charge 4 hours)	Agricultural Field Inspector's weighted hourly rate				Sec. 41164 CFAC
Farm Labor Contractors					
Farm Labor Contractor Registration	\$37.00				Sec. 1695 CLC, Sec. 12999.5(d) CFAC
Structural Pest Control License Applicants Exam Fee					
Administration of a Field Representative Examination	\$37.00				Sec. 1948(a)(8) B&P
State Fees Collected by Mendocino County					
Device Administrative Fee (Water, Vapor, & Electric submeters)	\$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Small scales, meters & dispensers)	\$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Liquid gas meters, heavy capacity scales)	\$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Vehicle scales)	\$37.00				B&P 12027, 12107, 12241
State Export Certification	\$37.00				CCR 4603(i)
Master Permit	\$134.00				CCR 4603(i)
Air Quality Management District					
Please Refer to Air Quality Management District Website					
Animal Care & Control					
Adoption - Canine/Feline (plus any vaccination fees)	\$53.00				F&Ag 31108
Spay/Neuter Refundable Deposit	\$75.00				Reso No. 10-149, F&Ag 30503
Canine License:					
Altered	\$31.00				Reso. No. 11-073, FA 30804.3, 30652
Unaltered	\$62.00				Reso. No. 11-073, FA 30801
3-Year License	\$172.00				
3-Year S/N License	\$76.00				
Duplicate License/Tag	\$8.00				FA 30502, 30803
Delinquent Licensing Penalty	\$40.00				
Delinquent Licensing Penalty - Unaltered	\$70.00				
Potentially Dangerous/Vicious Dog License	\$100.00				FA 31641
Impound/Redemption Fee - Unaltered:					
1st Offense	\$75.00				FA 31251
2nd Offense	\$110.00				FA 31251
3rd Offense	\$155.00				FA 31251
Each offense after 3rd w/in 2 yr. period	\$180.00				FA 31251
Impound/Redemption Fee - Altered:					
1st Offense	\$51.00				FA 31251
2nd Offense	\$81.00				FA 31251
3rd Offense	\$125.00				FA 31251
Each offense after 3rd w/in 2 yr. period	\$161.00				FA 31251
Non-Commercial Residential Kennel:					
05 - 10 Canines	\$147.00				Reso. No. 11-073, FA 30807
11 - 20 Canines	\$205.00				Reso. No. 11-073, FA 30807
21 - 50 Canines	\$353.00				Reso. No. 11-073, FA 30807
Re-Inspection Fee	\$69.00				
Feed & Care Fee (Canine) (per day)	\$31.00				Reso. No. 10-149, CIV 1834, PC 597e
Feed & Care Fee (Feline) (per day)	\$31.00				Reso. No. 10-149, CIV 1834, PC 597e
Feed & Care Fee (Quarantine Animals) (per day)	\$39.00				Reso. No. 10-149
Trap Rental (per week)	\$10.00				
Refundable Trap Deposit	\$74.00				
Vicious PDA (Potentially Dangerous Animal)					
Hearing Fee	\$490.00				
Handling of Large Animal	Actual Cost				
Veterinarian Treatment	Actual Cost				
Emergency Call-Out	\$151.00				
Owner Animal Surrender at Shelter	\$59.00				
Pick Up of Owned Animal	\$124.00				
Owner Animal Surrender at Shelter w/Litter	\$75.00				
Small Animal Carcass Removal	\$124.00				
Incineration of Animal	\$59.00				Reso. No. 10-149
Home Quarantine Inspection	\$69.00				HS 121595, 121600, 121610 CCR
Exotic Animal Permit	\$202.00				
Heartworm Test - Canine	\$26.00				
DHLPP Vaccine	\$23.00				Reso. No. 11-073
FVRCP Vaccine	\$23.00				Reso. No. 11-073
RABIES Vaccine	\$20.00				Reso. No. 14-047
BORDATELLA Vaccine	\$18.00				

FELV Vaccine	\$30.00				Reso. No. 22-091
FELV/FIV Test	\$29.00				
Microchip	\$17.00				
Feline Carriers	\$6.00				
Feline Neuter	\$58.00				Reso. No. 11-073, FA 30520
Feline Spay	\$94.00				Reso. No.'s 11-073, 22-091
Canine Neuter (Under 40 lbs.)	\$129.00				Reso. No.'s 11-073, 22-091
Canine Neuter (From 40-70 lbs.)	\$154.00				Reso. No.'s 11-073, 22-091
Canine Spay (Under 40 lbs.)	\$171.00				Reso. No.'s 11-073, 22-091
Canine Spay (From 40-70 lbs.)	\$186.00				Reso. No.'s 11-073, 22-091
Basic Exam	\$22.00				
IV Fluids	\$22.00				
Additional Fluids (per bag)	\$18.00				
Sedation (Under 40lbs)	\$37.00				
Sedation (Over 40lbs)	\$55.00				
Anesthesia (Under 40lbs)	\$37.00				
Anesthesia (Over 40lbs)	\$55.00				
Cephazolin Injection	\$17.00				
Antibiotics (per prescription)	\$29.00				Reso. No. 22-091
Suture (per pack)	\$7.00				
Crypt Orchid (Small)	\$31.00				
Crypt Orchid (Large)	\$37.00				
IDEXX at Cost	\$324.00				
Ear Mite Treatment and Flush	\$15.00				
Worming (per tablet)	\$21.00				Reso. No. 22-091
PARVO Test	\$56.00				Reso. No. 22-091
RVT Rate	Actual Cost and Time				
Vet Rate	Actual Cost and Time				
Fecal Test	\$22.00				
Protective Collar 7.5"	\$6.00				
Protective Collar 15"	\$7.00				
Protective Collar 25"	\$10.00				
Bitter Orange (1ounce)	\$5.00				
Bitter Orange (2ounce)	\$6.00				
FLEA Prevention	\$11.00				Reso. No. 22-091
DAPP	\$23.00				Reso. No. 22-091
LEPTO	\$23.00				Reso. No. 22-091
RABIES at cost (State)	\$10.00				Reso. No. 22-091
MICROCHIP at cost	\$15.00				Reso. No. 22-091
Canine Neuter (Above 70 lbs)	\$167.00				Reso. No.'s 11-073, 22-091
Canine Spay (Above 70 lbs)	\$217.00				Reso. No.'s 11-073, 22-091
Outside Vet Services	\$530.00				
Assessor-Clerk Recorder					
Assessor Fees					
Maps & Labels					
Assessor Plat Maps	\$6.00				
Plat Map Subscription (Annual)	\$225.00				
Plat Map Updates for Subscribers	\$3.00				
Plat Map, per page, full book	\$3.00				
Archived Assessor's Maps, per page	\$6.00				
Microfiche Copies	\$4.00				
Photocopies of Map Index, per page	\$4.00				
County Maps, each	\$5.00				
Other					
Comparable Sales List, Viewing	\$10.00				
Brooktrails Block/Lot Index	\$35.00				
Aerial Photo Deposit	\$190.00				
Aerial Photo Index, Each	\$5.00				
Aerial Photo Rental, Each (First 2 weeks)	\$5.00				
Aerial Photo Rental, Late Fee, each work day/per photo	\$2.00				
Aerial Photocopies, 2005-06 Fly Over only	\$13.00				
Facsimile Charges, first page	\$1.50				
Facsimile Charges, each additional page	\$1.00				
Postage and Handling	\$0.30				
Screen Print	\$7.00				
Property Characteristics, per parcel (Non-Owner)	\$10.00				
Photocopies, per page	\$2.00				
Research Time, Per Hour, with minimum of \$25.00	\$50.00				
Certification of a Record	\$15.00				
Filming of Complete Map Set, per map	\$2.00				
Boundary Line Adjustment, Certificate of Compliance and Subdivisions up to four parcels	\$200.00 for Subdivisions up to 4 parcels +\$50.00 for each additional parcel				
Mobile Home Tax Clearance Certificate	\$25.00				
Estimate of Lien, parcel divisions	\$28.00				
Data Processing Services	Actual Cost				
Processing Fee for Parent-Child and Grandparent-Grandchild Exclusion	\$175.00				Sec 54985 GC
Clerk-Recorder Fees					
Election Fees					
Photocopy of Campaign and Conflict of Interest Statements (per page)	\$0.10				GC 81008
Non-Standard Photocopies (election result tapes) - Hourly Rate	\$86.31				
Retrieval of statements 5 or more years old (per statement)	\$50.00				GC 81008
Labels of registered voters (per thousand)	\$36.00				EC 2190
Plus set up fee	\$40.00				
Index of registered voters (per thousand)	\$28.00				EC 2190

Plus set up fee.	\$65.00				
Certificate of Registration	\$16.00				EC 2167
Filing Notice of Intent of Initiative Petition (Fee will be refunded if petition is certified to be sufficient within one year of filing.)	\$200.00				EC 9103
Sale of Electronic Voter Registration Information With History	\$225.00				
Without History	\$200.00				
Plus set up fee for each	\$25.00				
Minimum Fee for Entities Not Going to Election	\$300.00				Reso. No. 22-091
Filing Notice of Determination re Negative Declaration pursuant to Pub. Resource Code 21080(c)	\$50.00 plus \$2,548.00 as set by State				F&G 711.4(d), Reso No. 22-091
Filing Notice of Determination re Environmental Impact Report prepared pursuant to CA Environmental Quality Act	\$50.00 plus \$3,339.25 as set by State				F&G 711.4(d), Reso No. 22-091
Absentee Lists					
Set-up	\$65.00				
Daily printing	\$26.00				
Clerk Fees					
Marriage License					
Marriage license	\$95.00				GC 26840
Confidential marriage license	\$97.00				GC 26840.1, 8
Issuance of marriage license outside of normal business hours	\$95.00				GC 26840.2
Performance of marriage, during office hours	\$50.00				GC 26861
Fictitious Business License					
Filing and indexing Fictitious Business Name Statement and one certified copy	\$46.00				B&P 17929(a)
Each additional name on same statement (business and partner's names)	\$5.00				B&P 17929(a), (b)
Additional certified copy of Fictitious Business Name Statement	\$1.85				B&P 17926(b)
Filing and indexing a Statement of Abandonment of Fictitious Business Name Statement	\$32.00				B&P 17929(c)
Filing and indexing a Statement of Withdrawal from Partnership	\$32.00				B&P 17929(d)
Affidavit of publication of Notice of dissolution of partnership per Corp. C 15035.5	\$25.00				GC 26850
Other					
Searching records (per year, per name)	\$5.00				GC 26854
Copy Fees Per Page 8 1/2" X 11" To 8 1/2" X 14"	\$0.10				
Documents Other Than 8 1/2" X 11" To 8 1/2" X 14" (Per Hour)	\$64.00				
Certifying to a photocopy of any filed paper (per document)	\$1.75				GC 26833
Comparing (per page, in addition to fee for certifying)	\$8.00				GC 26837
Certificate for which fee is not otherwise fixed	\$1.75				GC 26836
Exemplification of photocopy of record (in addition to photocopying or comparing charges)	\$20.00				GC 26839
Taking affidavit and/or acknowledgment, including Certificate, per signature	\$2.25				GC 26853, 55
Certificate to official capacity of public official	\$2.25				GC 26852
Filing and indexing Auctioneer's Bond	\$2.00				GC 26849
Filing and entering appointment of Humane Officer	\$5.00				CC 607f
Filing, canceling, revoking, or withdrawing bond of Notary Public. Applicable recording fees made payable to the County Recorder also collected at the time of filing bond.	\$25.00				GC 26849.1
Registration of Professional Process Server	\$100.00				B&P 22352
Filing, canceling, revoking or withdrawing Professional Process Servers bond	\$13.00				B&P 22353(c)
Registration of Professional Photocopier, if not a Professional Process Server (plus bond)	\$175.00				B&P 22453
Registration of Professional Photocopier, if a Professional Process Server	\$100.00				B&P 22453.1
Filing, canceling, revoking or withdrawing a Professional Photocopier bond	\$13.00				B&P 22455(a)(2)
Each additional card regarding Professional Photocopier	\$10.00				B&P 22453
Filing and indexing of other papers for which a fee is not elsewhere provided	\$2.25				GC 26850
Certificate in re certificate of authority issued by Insurance Commission	\$2.25				GC 26851
Filing a Power of Attorney for Admitted Surety Insurer	\$14.00				GC 26855.1
Filing a Power of Attorney for Admitted Surety Insurer, if more than one name on Power of Attorney (per additional name)	\$2.25				GC 26855.1
Filing Notice of Cancellation, Revocation or Withdrawal of Power of Attorney for Admitted Surety Insurer	\$5.50				GC 26855.1
Filing Notice of Cancellation, Revocation or Withdrawal of Power of Attorney for Admitted Surety Insurer, if more than one name on Notice (per name)	\$2.25				GC 26855.1
Filing Financial Statement of Admitted Surety Insurer	\$3.50				GC 26855.2
Filing a Surrender, Revocation, Cancellation, Annulment or Suspension of Certificate of Surety	\$3.50				GC 26855.3
Authentication of any document per court order (per signature)	\$2.00				

Filing Notice of Determination re Negative Declaration pursuant to Pub. Resource Code 21080(c)	\$50.00 plus \$1,800.00 as set by State				F&G 711.4(d)
Filing Notice of Determination re Environmental Impact Report prepared pursuant to California Environmental Quality Act	\$50.00 plus \$2,500.00 as set by State				F&G 711.4(d)
CEQA filing requiring no fee to Department of Fish and Game	\$50.00				F&G 711.4(d)
Recorder Fees					
Regular Recording Fees					
First page (8½" x 11")	\$14.00				GC 27361
Each additional page	\$3.00				GC 27361
Additional recording fee for documents containing pages other than 8½" x 11" fee per page for every page of entire document	\$3.00				GC 27361
Penalty print (per page)	\$1.00				GC 27361
When two or more documents serially incorporated into one form, each will be considered as separate.	\$13.00 for each document after first				GC 27361
Release of lien by government agency	\$17.00				GC 27361.3
Military discharge	No fee				GC 27381
State or local governmental entity recording fee when document is for the benefit of the government entity	No fee				GC 27383
Each additional reference indexed	\$1.00				GC 27361.2
Indexing documents with more than 10 names - for each additional 10 names or fraction thereof	\$1.00				GC 27361.8
Transfer of title documents recorded without Preliminary Change of Ownership Report	\$20.00				R&T 480.3(b)
Notification of Involuntary Lien - (per debtor)	\$5.00				GC 27387
Filing of Maps (first page)	\$9.00				GC 27372
Each additional page	\$2.00				GC 27372
SB2 Fee - Building Home & Jobs Fee	\$75.00, not to exceed \$225				GS27881, Reso No. 22-091
Preliminary 20-day Filing and Notice	\$25.00				GC 27361.9, CC 3097
Copy Fees					
Official records and small maps					
First page	\$5.00				GC 27366
Each additional page of same document	\$1.00				GC 27366
Official records from large books and ledgers					
First page	\$6.00				GC 27366
Each additional page of same document	\$1.00				GC 27366
Large maps					
First page	\$7.00				GC 27366
Each additional page of same map	\$3.00				GC 27366
Certified Copy of Birth	\$29.00				H&S 103625, Reso No. 22-091
Birth Certificate for Public Agency	\$22.00				H&S 103625, Reso No. 22-091
Marriage Certificate	\$17.00				H&S 103625, Reso No. 22-091
Marriage Certificate for Public Agency	\$12.00				H&S 103625, Reso No. 22-091
Death Certificate for Public or Public Agency	\$24.00				H&S 103625, Reso No. 22-091
Certification of photocopy, per document	\$1.00				GC 27364
Microfilm (per roll)	\$22.00				GC 54985
Microfilm 35mm (per roll)	\$23.00				GC 54985
CD of Official Records - Mailed Weekly	\$40.00				
Vital Records Search Fees					
Birth	\$29.00				H&S 103625, Reso No. 22-091
Marriage	\$17.00				H&S 103625, Reso No. 22-091
Death	\$24.00				H&S 103625, Reso No. 22-091
General records (per year, per name)	\$5.00				GC 27369
Miscellaneous Fees					
Returned check charge	\$50.00				GC 6151.7(b)
Remote access fee (per month)	\$175.00				
Clerk of the Board					
(Shared fees exist in relation to planning-related items, please refer to Planning and Building Services)					
Copy of CD recording of Board of Supervisor's meeting	\$34.00				
Copy of DVD recording of Board of Supervisor's meeting	\$34.00				
Board Audio Recording (USB Flash Drive)	\$34.00				GC 6256, 6257
Board Chambers - Half Day Rate	\$103.00				
Board Chambers - Full Day Rate	\$171.00				
Other					
Assessment Appeals Board (AAB) Application for Changed Assessment Processing Fee	\$137.00				
Assessment Appeals Board Finding of Fact (See County Counsel)	\$0.00				Reso. No.'s 11-072, 13-065
Certification Fee (per certification)	\$2.25				GC 6256, 6257
Comparison of Pages (per page)	\$2.25				
Recordings of Proceedings/Actual Cost	\$34.00				
Transcripts of Proceedings/each	Actual Cost				
Multiple Planning Appeals	Fee of the most expensive appeal and one-half the fee of EACH additional fee				
County Counsel					
Special District Fees: Legal Services fee for Special Districts, Boards and Commissions	\$248.00 per hour				
Planning and Building Services and Department of Transportation: Charges for Minor Subdivision Reviews which include: Road Maintenance Agreements, Private Road Maintenance Agreements, Subdivision Improvement Agreements and Monumentation Agreements.	\$248.00 per hour				
Planning and Building Services and Department of Transportation: Development Agreement Reviews	\$248.00 per hour				
Conservatorship Fees: LPS and Probate Cases for reappointments and accountings.	\$248.00 per hour				California Probate Code Section 2640

Public Administrator Cases	\$248.00 per hour				California Probate Code Section 10811
Release of Lis Pendens in Civil Litigation Cases	\$248.00 per hour				
Fee for Written Findings of Fact: Collection instructions: BOE -AH(SI) or any revision thereof.	\$248.00 per hour				
Cultural Service Agency					
Library					
Miscellaneous					
Fines					
Out of State Interlibrary Loan fee to other states	\$10.00				Reso No. 10-109
Interlibrary Loan to our customers	\$2.00				Reso No. 10-109
Records Center					
Photocopy	\$10 per page				
Printing	\$10 per page				
Replacement Fees					
Damaged Item Fee	Replacement Cost + \$10.00 per item				Reso. No. 22-091
Lost Item Fee	Replacement cost plus \$5.00 per item				Reso. No. 22-091
Public Computer Use Fees					
USB Flash Drives	\$5.00				
Earbuds	\$3.00				
Meeting Room - Library use, sponsored groups, non-profits, free & open to public meetings	Free				
Meeting Room - for private or commercial use - hourly use fee	\$30.00				
Museum					
Photocopies					
Photocopies from published printed works					
8.5"x11"	\$10 per page				
8.5"x14"	\$25 per page				
11"x17"	\$50 per page				
Photocopies from material in manuscript					
8.5"x11"					
8.5"x14"	\$75 per page				
11"x17"	\$100 Per page				
Digital Reproduction Fees					
Image Reproduction file (copy) up to 600 DPI	\$21.00				Reso. No. 22-091
Digital Video/Audio file (copy) up to 60 Minutes	\$27.00				Reso. No. 22-091
Flash drive for digital files	\$12.00				Reso. No. 22-091
Access and Use Fees					
Microfilm/Microfiche Access - Each	\$8.00				Reso. No. 22-091
Image Use Fee	\$20.00				Reso. No. 22-091
Image Use Fee to Non-Profit	FREE				Reso. No. 22-091
Audio/Visual Use Fee - up to 60 Minutes Each	\$50.00				Reso. No. 22-091
Audio/Visual Use Fee - up to 60 Minutes Each to Non-Profit	FREE				Reso. No. 22-091
Research Fees					
Research Fee - 1st Hour Free, Then for Each 30 Minutes up to 8 Hours/Project	\$53.00				Reso. No. 22-091
Microfilm/Microfiche - Staff Search for Each	\$28.00				Reso. No. 22-091
Shipping and Handling Fees					
Shipping and Handling	Shipping Cost + \$23.00 Handling fee				
Museum Guided Programs					
Tier I Guided Activity Ticket Price	\$3.00				Reso. No. 22-091
Tier II Guided Activity Ticket Price	\$9.00				Reso. No. 22-091
Tier III Guided Activity Ticket Price	\$14.00				Reso. No. 22-091
Tier IV Guided Activity Ticket Price	\$18.00				Reso. No. 22-091
Museum Space Use					
Wonacott Classroom - private or commercial Day Use Fee	\$191.00				Reso. No. 22-091
Wonacott Courtyard or Classroom - private or commercial Hourly Use Fee	\$63.00				Reso. No. 22-091
Museum Classroom & Courtyard Use by Museum, sponsored groups, non-profits, free & open to public meetings	Free				Reso. No. 22-091
Museum Freezer for Artifacts- 10 Day Session	\$53.00				
Executive Office					
General					
Film Permits					
Film Permit	\$203.00				
Facilities					
Veterans Hall Rental Fees					
Public Use (Public or Private Functions)	\$500.00 per day				Reso. No. 19-331
Congressional Chartered Groups and Auxiliaries	Free				
Historically Sponsored Groups	Free				
All County Departments and Agencies for Official Functions	Free				
Non-Profit Veterans related groups	\$90.00 per day				
Recognized Employee Groups	\$90.00 per day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies)	\$350.00 per day				Reso. No. 19-331
Cleaning Deposit (Refundable Deposit)	\$500.00 per rental				Reso. No. 19-331
Key Deposit (Refundable Deposit)	\$25.00				
Parks and Recreation					
Low Gap Park - Group Picnic Area Day Use Fee	\$145.00				Reso. No.'s 22-091, 19-170
Mill Creek Park - Group Area Day Use Fee	\$145.00				Reso. No.'s 22-091, 19-170
Bower Park - Group Picnic Area Day Use Fee	\$145.00				Reso. No.'s 22-091, 19-170
Indian Creek Day Use Parking	\$5.00				Reso. No.'s 22-091, 19-170

Indian Creek Park Camp (per night, per vehicle)	\$35.00				Reso. No's 22-091, 19-170
Redwood Valley Lion's Park - Group Picnic Area Day Use Fee	\$145.00				Reso. No's 22-091, 19-170
Redwood Valley Lion's Park - Electrical Power Box Rental Fee	\$100.00				
Redwood Valley Lion's Club Park - Annual Property Use Fee	\$180.00				
Refundable Park Cleaning Deposit - Less than 50 People	\$50.00				
Refundable Park Cleaning Deposit - More than 50-100 People	\$100.00				
Large Gathering/Special Event Permit	\$250.00				
Large Gathering/Special Event Cleaning/Damage Refundable Deposit	\$150.00				
Redwood Valley Lion's Park - Refundable Dumpster Use and Key Access Fee \$25.00 (\$25 Refundable Key Rental Fee)	\$50.00				
Low Gap Park/Mill Creek Park - Vehicle Access Key Rental Fee (48-hour rental/Refundable)	\$25.00				Reso. No's 22-091, 19-170
Low Gap/Mill Creek Park - Vehicle Access Key Late Return Fee *Note: Fee is per day, up to a maximum 5 days	\$15.00 per day (\$75.00 max)				Reso. No's 22-091, 19-170
Park Day Use Rescheduling Fee	\$25.00				Reso. No's 22-091, 19-170
Park Day Use Cancellation Fee * Note: Partial refunds given at least 30 days prior to scheduled reservation date	\$25.00				Reso. No's 22-091, 19-170
Information Services					
Provision of GIS Data - Vector Data	\$47.00				
GIS Services to Outside Agencies - Information Services	Cost of Labor				Hourly charge for services
Public Health, Behavioral Health, and Social Services					
Environmental Health					
Body Art Program Fees					
Body Art Facility	\$191.00				H&S 101325, 119324.5
Practitioner Registration	\$103.00				H&S 101325, 119324.5
Mobile Body Art Facility	\$161.00				H&S 101325, 119324.5
Temporary Body Art Facility	\$138.00				H&S 101325, 119324.5
Plan Review, Major	\$325.00				H&S 101325, 119324.5
Plan Review, Minor	\$187.00				H&S 101325, 119324.5
Cannabis Fee					
Cannabis Facility Business License Review (EHHAZ)	\$155.00				
Initial Cannabis Review	\$193.00				
Cottage Food Fees					
Class A Registration	\$94.00				H&S 101325, 113715
Class B Permit	\$199.00				H&S 101325, 113715
Food Establishment Fees					
Restaurant & Bar over 650 square feet	\$1,122.00				H&S 101325, 113713
Restaurant & Bar under 650 square feet	\$963.00				H&S 101325, 113713
Restaurant over 650 square feet	\$858.00				H&S 101325, 113713
Restaurant under 650 square feet	\$594.00				H&S 101325, 113713
Satellite School Kitchen	\$694.00				
School Kitchen	\$483.00				
Bed & Breakfast	\$362.00				H&S 101325, 113713
Continental Breakfast Only	\$407.00				H&S 101325, 113713
Bars	\$493.00				H&S 101325, 113713
Food Establishment Permit Low Risk Minimal - Limited Food Preparation	\$635.00				
Seasonal Restaurant (6 months or less)	\$520.00				H&S 101325, 113713
Mobile Food Preparation Unit	\$787.00				H&S 101325, 113713
Temporary Food Facility					
Temporary Food Facility: Temporary Hazardous Food Booth (submitted 5 or more days prior to the event)	\$92.00				H&S 101325, 113713
Temporary Food Facility: Temporary Hazardous Food Booth (submitted less than 5 days before the event)	\$95.00				H&S 101325, 113713
Temporary Food Facility: Three or more events per year	\$101.00				H&S 101325, 113713
Temporary Non-Hazardous Food Facility					
Temporary Non-Hazardous Food Facility: Prepackaged Only	\$73.00				
Temporary Non-Hazardous Food Booth: Three or more events per year Prepackaged Only	\$77.00				
Temporary Non-Hazardous Food Booth: (submitted at least 5 days prior to the event)	\$76.00				H&S 101325, 113713
Temporary Non-Hazardous Food Booth (submitted less than 5 days before the event)	\$80.00				H&S 101325, 113713
Temporary Non-Hazardous Food Facility: Three or more events per year	\$101.00				H&S 101325, 113713
Catering Kitchen (not covered in other fee category)	\$466.00				H&S 101325, 113713
Catering in a Permitted Facility	\$379.00				H&S 101325, 113713
Bakery	\$908.00				H&S 101325, 113713
Bakery with Units (Deli / Restaurant / etc.)	\$1,019.00				H&S 101325, 113713
Large Retail Market (over 10,000 square feet)	\$1,022.00				H&S 101325, 113713
Large Retail Market (over 10,000 square feet) with units	\$1,813.00				H&S 101325, 113713
Medium Retail Market (over 2,000 square feet but under 10,000 square feet)	\$732.00				H&S 101325, 113713
Medium Retail Market (over 2,000 square feet but under 10,000 square feet) with units	\$758.00				H&S 101325, 113713
Small Retail Market (under 2,000 square feet including units)	\$705.00				H&S 101325, 113713
Mobile Food Facility (Vehicles)	\$696.00				H&S 101325, 113713
Mobile food facility - Category A (Prepackaged Only)	\$389.00				
Mobile food facility - Category B (Limited food preparation)	\$600.00				
Mobile food facility - Category C (High risk food preparation)	\$808.00				
Farmers Market	\$0.00				H&S 101325, 113713

Produce Stand/Produce Truck	\$359.00				Reso. No. 13-042, H&S 101325, 113713
Low Risk Minimal Food (includes small school kitchens)	\$386.00				H&S 101325, 113713
Plan Review, Major	\$882.00				H&S 101325, 113713
Plan Review, Minor	\$520.00				H&S 101325, 113713
Vending Machines, per year (9.08150 MCC):					
Vending Machines, per year (9.08150 MCC): 1-10 Machines	\$234.00				H&S 101325, 113713
Vending Machines, per year (9.08150 MCC): 11 or more Machines	\$386.00				H&S 101325, 113713
Organized Camps	\$420.00				H&S 101325, 113713
Community Event Application (less than 15 vendors)	\$305.00				H&S 101325, 113713
Community Event Late Application (less than 15 vendors)	\$366.00				H&S 101325, 113713
Community Event Application (15 or more vendors)	\$305.00				H&S 101325, 113713
Community Event Late Application (15 or more vendors)	\$348.00				H&S 101325, 113713
Food Handler Certification Class with book	\$139.00				H&S 101325, 113713
Food Handler Certification (exam only)	\$172.00				H&S 101325, 113713
Food Handler Certification Class Only	\$106.00				H&S 101325, 113713
Additional Fee for Private On-site Water System	\$178.00				H&S 101325, 113713
Water Program Fees					
State Small Water System Operational Permit	\$554.00				H&S 64253, 64259
Green Emissions Reduction Fees					
Green Emissions Reduction Measures Permit	\$179.00				
Solid Waste Fees					
Applications					
Applications: Hearing Panel Appeal	\$1,566.00				H&S 101025, 101325P, RC 43202, 43213
Applications: Solid Waste (fee per hour)	\$135.00				H&S 101025, 101325P, RC 43202, 43213
Annual Inspection Fees					
Full Solid Waste Facility Permit:					
Annual Inspection Fees, Full Solid Waste Facility Permit: Wood waste Disposal Site	\$8,871.00				H&S 101025, 101325, PRC 43202, 43213
Annual Inspection Fees, Full Solid Waste Facility Permit: Composting Facility Site	\$9,844.00				H&S 101025, 101325, PRC 43202, 43213
Annual Inspection Fees, Full Solid Waste Facility Permit: Large Volume Transfer Station or Material Recovery Facility	\$5,150.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification:					
Enforcement Agency Notification: Small Volume Transfer Station	\$2,575.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Inactive Municipal Solid Waste Landfill	\$8,023.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Agricultural/ Green Material/Compost	\$1,716.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Construction and Demolition Facility/Chipping & Grinding/ Inert Debris	\$1,907.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit:					
Registration Permit: Medium Volume Transfer Station	\$8,775.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Annual Inspections	\$783.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Quarterly Inspections	\$2,565.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: Closed Municipal Solid Waste Landfill with Gas Monitoring	\$2,169.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: LEA Transfer of Ownership / Registration	\$347.00				
Registration Permit: LEA Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$1,394.00				MCC Chpt 8.75
Pool and Spa Fees					
Public Swimming Pool/Spa, seasonal fee (6 months)	\$600.00				H&S 101325, 116053
Public Swimming Pool/Spa, annual fee	\$840.00				H&S 101325, 116053
Plan Review, Major	\$919.00				H&S 101325, 116053
Plan Review, Minor	\$417.00				H&S 101325, 116053
Consumer Protection Fees					
Transfer of Ownership / Registration	\$110.00				
Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	\$154.00				
Mobile Home Parks - Plan Review, Clearance, and Inspection of Sewage Disposal Systems, Water systems, and Swimming Pools (Per Hour)	\$103.00				
Violation Reinspection Fee	\$312.00				
Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$1,516.00				
Appeal of Administrative Permit Decision	\$1,511.00				
Domestic Water Fees					
Water Sample-collection and bacteriological testing (9.16.010 MCC)	\$265.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permits (9.16.010 MCC)	\$857.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit - Relocation Review	\$161.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit - Special Areas	\$951.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Destruction Permit	\$1,065.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Repair Permit	\$960.00				H&S 101025, 101325, 116270 & Water Code 13803

Water Well Pump Test Review	\$320.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit Renewals (per year)	\$103.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Reinspection (after two inspections)	\$428.00				H&S 101025, 101325, 116270 & Water Code 13803
Liquid Waste Fees					
Site Evaluation Report Review - Standard System - New	\$866.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Standard System - Replacement	\$757.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System - New	\$1,065.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Additional charge for systems over 600 gal/day, per 100 gal/day over 600 gal/day, increase fee by	\$207.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System - Replacement	\$1,034.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Revision	\$556.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System Revision	\$618.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Archival Review greater than 5 years	\$362.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Waiver Request	\$445.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Formal Appeal	\$1,412.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Sewage Pump (Std Add-On)	\$313.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Groundwater Drain	\$392.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Discovery Report of Existing Unknown System	\$508.00				H&S 17922, 17950, 17951, 101025, 101325
DEH Sewage System Failure Analysis	\$408.00				H&S 17922, 17950, 17951, 101025, 101325
Standard Sewage System Permit - New	\$713.00				H&S 17922, 17950, 17951, 101025, 101325
Standard Sewage System Permit - Repair, Expansion or Replacement	\$725.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 13-042
Non-Standard Sewage System Permit - New or Replacement	\$713.00				H&S 17922, 17950, 17951, 101025, 101325
Non-Standard Sewage System Permit - Repair	\$713.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 11-074
Non-Standard Sewage System Operational Permit	\$373.00				H&S 17922, 17950, 17951, 101025, 101325
Sewage System Permit Renewal	\$173.00				H&S 17922, 17950, 17951, 101025, 101325
Sewage System Permit Renewal, Late Penalty	\$171.00				H&S 17922, 17950, 17951, 101025, 101325
Septic Tank Installation/Destruction Permit	\$447.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 13
Request for exception of Mendocino County Code	\$1,240.00				H&S 17922, 17950, 17951, 101025, 101325
Request for Soil Moisture Construction Inspection	\$467.00				H&S 17922, 17950, 17951, 101025, 101325
Request for Comment to DRE Public Report	\$355.00				H&S 17922, 17950, 17951, 101025, 101325
Septic Pumper Initial Application	\$653.00				H&S 101025, 1011325, 117405
Septic Tank Pumps, per year (9.23.070 MCC)	\$50.00				
Land Use Fees					
Land Division, On-site Sewage and Water	\$985.00				Gov Code 65100, 65300, H&S 101325
+ Fee per Unimproved Lot	\$231.00				Gov Code 65100, 65300, H&S 101325
Land Division, On-site Sewage and Public Water Supply	\$840.00				Gov Code 65100, 65300, H&S 101325
Land Division, Public Sewer System and On-site Water	\$840.00				Gov Code 65100, 65300, H&S 101325
+ Fee per Unimproved Lot	\$355.00				Gov Code 65100, 65300, H&S 101325
Land Division, Public Sewer and Public Water Supply	\$566.00				Gov Code 65100, 65300, H&S 101325
Modification of Conditions	\$276.00				Gov Code 65100, 65300, H&S 101325
Boundary Line Adjustment	\$325.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Use Permit	\$449.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Use Permit Renewal	\$325.00				Gov Code 65100, 65300, H&S 101325
General Plan Amendment	\$251.00				Gov Code 65100, 65300, H&S 101325
Coastal Development Permit Application Review	\$428.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Building Permit Application Review	\$288.00				Gov Code 65100, 65300, H&S 101325
Use Permit Modification Application review	\$463.00				Gov Code 65100, 65300, H&S 101325
Administrative Permit Application Review	\$267.00				Gov Code 65100, 65300, H&S 101325
Environmental Impact Report Review	\$657.00				Gov Code 65100, 65300, H&S 101325
Pre-Application Conference	\$345.00				Gov Code 65100, 65300, H&S 101325
California Coastal Commission Project Review	\$443.00				
Land Use Transfer of Ownership / Registration	\$220.00				
Land Use Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	\$98.00				
Land Use Violation Reinspection Fee	\$391.00				
General Environmental Health Fees					
Environmental Health Consultations, Inspections, Enforcement, Report Reviews, Meetings, or other services not covered by the initial fee (per hour)	\$157.00				H&S 101025, 101325
Mobile Home Parks - Plan Review, Clearance, and Inspection of Sewage Disposal Systems, Water Systems, and Swimming Pools (per hour)	\$139.00				Reso No. 12-088, H&S 101025, 101325

Delinquent Payment Fee (assessed monthly; based on original fee) *Fee Corrected due to typographical error (June 15, 2010 - KK)	20%				H&S 101025, 101325
Penalties					
(a) Beginning construction on a Food Facility or Spa/Pool without a Plan Check Clearance,	100% of original fee				H&S 101025, 101325
(b) Operating a Food Facility without a valid Permit to Operate	100% of original fee				
(c) Beginning construction on a Septic Tank, Well or Underground Storage Tank (UST) including associated piping without obtaining a permit	100% of original fee				
(d) Removing a UST without obtaining a Tank Abandonment Clearance	100% of original fee				
(e) Operating a UST without a permit	100% of original fee				
LEA Appeal of Administrative Permit Decision	\$2,356.00				H&S 101025, 101325
Hazmat: Hazardous Waste Generator	\$98.00				
Hazardous Materials Fees					
Administrative Services					
Administrative Services: Hazmat Spill Response (per hour) one person	\$111.00				H&S 25507.2, 101025, 101325
Administrative Services: Hazmat Spill Response (per hour) two people required	\$224.00				H&S 25507.2, 101025, 101325
Administrative Services: HazMat Violation Reinspection Fee	\$261.00				
Administrative Services: Hazmat Appeal of Administrative Permit Decision	\$939.00				Reso. No. 12-088, H&S 101025, 101325
Administrative Services: Hazmat Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$939.00				MCC Chpt. 8.75
Administrative Services: Hazmat Transfer of Ownership / Registration	\$78.00				Reso. No. 12-088, H&S 101025, 101325
Administrative Services: Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA	\$111.00				Reso. No. 12-088, H&S 101025, 101325
Unified Program - State Surcharges					
Administrative Services: Unified Program - State Surcharges: Facility (per location)	\$94.00				H&S 25404(a)(1)(A), 101025, 101325, 27 CCR 15210
Administrative Services: Unified Program - State Surcharges: Underground Storage Tank (per tank)	\$20.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA					
CalARP	\$370.00				H&S 25404(a)(1)(A), 101025, 101325, 27 CCR 15210
Annual Permit Fees					
Underground Storage Tanks					
Type 1 Permit (Total gallons of all tanks 5,000 gallons or less)					
Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): First Tank, each site	\$610.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): Each Additional Tank, same site	\$362.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Type 2 Permit (Total gallons of all tanks greater than 5,000 gallons)					
First Tank, each site	\$1,044.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Each Additional Tank, same site	\$552.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees					
New Construction					
Construction Permit Fees: New Construction: First Tank	\$4,273.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: New Construction: Each Additional Tank, same site	\$979.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Recertification Inspection for Tank Structure and					
Construction Permit Fees: Recertification Inspection for Tank Structure and: First Tank	\$792.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Recertification Inspection for Tank Structure and: Each Additional Tank, same site	\$162.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Secondary Containment Testing (6 month test after new installation)					
Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Modification	\$513.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Repair (per hour)	\$147.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Tank Closure					
Construction Permit Fees: Tank Closure: First Tank	\$787.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Tank Closure: Each Additional Tank, same site	\$382.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Monitoring Well and Boring Fees					
Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - First Well	\$447.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - Each additional well/same site and inspection	\$26.00				H&S 101025, 101325, 116270, Water Code 13803
Monitoring Well Destruction Permit					

Construction Permit Fees: Monitoring Well Destruction Permit: Monitory Well Destruction - First Well	\$511.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Monitoring Well Destruction Permit: Monitory Well Destruction - Each additional well/same site and inspection	\$89.00				H&S 101025, 101325, 116270, Water Code 13803
Borings					
Construction Permit Fees: Borings: Borings - First Well	\$140.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Borings: Borings - Each additional boring/same site and inspection	\$50.00				H&S 101025, 101325, 116270, Water Code 13803
<i>*To qualify for this reduced plan fee, aboveground storage must be less than or equal to 110 gallons, 2000 cubic feet, or 1000 pounds of hazardous substance</i> <i>*Facilities with Extremely Hazardous Substances do not qualify for this reduced fee.</i>					
Hazardous Materials Management Plan and					
HMBP Exemption Request					
Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.)					
0 Limited Business Plan Reporting	\$496.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
1 55-110 500-1,000 200-2,000	\$568.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
2 111-500 1,001-5000 2,001-10,000	\$630.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
3 501-1,000 5,000-10,000 10,001-30,000	\$655.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
4 1,001-5,000 10,001-100,000 30,001-50,000	\$777.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
5 5,001-20,000 100,001-200,000 50,001-2,000,000	\$859.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
6 20,001-150,000 200,001-300,000 2,000,000-3,000,000	\$968.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
7 150,001+ 300,001+ 3,000,001+	\$1,270.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
APSA Tier 3 Facility	\$648.00				H&S 101325, 25404(a)(1)(A), 27 CCR 15211
APSA non-Tier 3 Facility	\$245.00				H&S 101325, 25404(a)(1)(A), 27 CCR 15210
Hazmat: Underground Storage Tank - Red Tag Enforcement	\$432.00				
Hazmat: Unified Program - State Surcharges - Aboveground Petroleum Storage Act (Per Facility)	\$26.00				
Behavioral Health and Recovery Services					
Public Health Laboratory (All tests are free if initiated by the Public Health Department or if a Public Health need is indicated.)					
Enteric Culture, Primary	\$19.00				Title 9, Section 9.16.010
Enteric Serotyping	\$19.00				Title 9, Section 9.16.010
TPPA (Treponeme)	\$31.50				Title 9, Section 9.16.010
Gonorrhea - NAAT	\$49.50				Title 9, Section 9.16.010
Gonorrhea Culture, Primary	\$15.00				Title 9, Section 9.16.010
Mycology:					
Culture, Primary	\$11.50				Title 9, Section 9.16.010
Fungus ID, each	\$20.00				Title 9, Section 9.16.010
Yeast ID, each	\$18.00				Title 9, Section 9.16.010
Definitive CI, Dermatophytes	\$30.00				Title 9, Section 9.16.010
Parasite (Intestinal):					
Formalin-Ether Concentrate Smear	\$9.50				Title 9, Section 9.16.010
Direct Smear-Crypto, Giardia	\$9.50				Title 9, Section 9.16.010
Trichome Stained Smear	\$13.00				Title 9, Section 9.16.010
Pinworm	\$21.00				Title 9, Section 9.16.010
Routine Bacterial Culture or CI	\$21.00				Title 9, Section 9.16.010
Tuberculosis:					
Culture, 'Miglit 960' / Solid Media	\$15.00				Title 9, Section 9.16.010
Sputum Concentration	\$10.50				Title 9, Section 9.16.010
AFB Smear Only	\$10.50				Title 9, Section 9.16.010
TB Panel, Culture, ID & Sensitivity	\$97.00				Title 9, Section 9.16.010
Sensitivities - 3 drug	\$63.00				Title 9, Section 9.16.010
Sensitivity - PZA	\$46.50				Title 9, Section 9.16.010
Nucleic Acid Probe, each	\$59.00				Title 9, Section 9.16.010
VDRL, Syphilis Serology	\$8.50				Title 9, Section 9.16.010
Lyme Disease, Serology Elisa IgM / IgG	\$40.00				Title 9, Section 9.16.010
Lyme Disease, Western Blot IgM / IgG	\$71.00				Title 9, Section 9.16.010
Ehrlichia chafeensis Serology	\$40.00				Title 9, Section 9.16.010
Ehrlichia H.G.E. Serology	\$40.00				Title 9, Section 9.16.010
Babesia WA-1 Serology or Microti-serol	\$45.00				Title 9, Section 9.16.010
Tick for Lyme Disease Serol DFA	\$29.00				Title 9, Section 9.16.010
Ticks (bulk testing per 100 ticks)	\$840.00				Title 9, Section 9.16.010
Food Cultures (per suspect pathogen)	\$79.00				Title 9, Section 9.16.010
Streptococcal Culture and Grouping	\$10.00				Title 9, Section 9.16.010
Pertussis Culture	\$15.00				Title 9, Section 9.16.010
AIDS Test:					
HIV Elisa	\$15.00				Title 9, Section 9.16.010
HIV Western Blot or IFA	\$63.00				Title 9, Section 9.16.010
Chlamydia NAAT	\$49.50				Title 9, Section 9.16.010
Direct or Indirect FA or Darkfield	\$19.00				Title 9, Section 9.16.010
Hepatitis C (antibody only)	\$21.00				Title 9, Section 9.16.010
Herpes Isolation and Typing	\$42.00				Title 9, Section 9.16.010
Rabies (Large Animals: Cow, Horse, etc.)	\$135.00				Title 9, Section 9.16.010
Rabies (Small Animals: Opossum, Skunk, etc.), a separate decapitation and/or decerebration fee may apply	\$90.00				Title 9, Section 9.16.010
Virus Culture Non Herpes:					
Flu and Other Respiratory Viruses	\$34.00				Title 9, Section 9.16.010

Viral Testing (SF-PHL) Additional Studies, e.g. FA	\$31.50				Title 9, Section 9.16.010
Handling Fee	\$5.00				Title 9, Section 9.16.010
Viral Load (HIV)	\$125.00				Title 9, Section 9.16.010
West Nile Virus Serology Screening	\$36.00				Title 9, Section 9.16.010
R-Mix Respiratory Virus x7	\$238.00				Title 9, Section 9.16.010
T Cell Count (3 cell marker)	\$73.11				Title 9, Section 9.16.010
Water Fecal Coliforms	\$22.00				Title 9, Section 9.16.010
Shellfish, Oyster Meat	\$60.00				Title 9, Section 9.16.010
Shellfish, Oyster Meat	\$60.00				Title 9, Section 9.16.010
Salt Water, MPH 15 tubes: E Coli	\$49.00				Title 9, Section 9.16.010
Quantitray-Colilert-Enterolert	\$36.00				Title 9, Section 9.16.010
Real Time PCR					
Chain Reactions Tests for:					
Bordetella Pertussis	\$59.00				Title 9, Section 9.16.010
Mycobacteria Tuberculosis	\$59.00				Title 9, Section 9.16.010
Influenza	\$59.00				Title 9, Section 9.16.010
Norovirus	\$59.00				Title 9, Section 9.16.010
Handling Fee	\$5.00				Title 9, Section 9.16.010
Any Test Not listed on this schedule	\$2.00 per procedure time value unit (PTV)				Title 9, Section 9.16.010
Substance Use Disorder Treatment					
Substance Use Disorder Treatment Fees					
Sliding Scale Level 0.5: Monthly Income Level \$4,001+	\$65.00				
Sliding Scale Level 0.5: Monthly Income Level \$3,501 - \$4,000	\$62.00				
Sliding Scale Level 0.5: Monthly Income Level \$3,001 - \$3,500	\$59.00				
Sliding Scale Level 0.5: Monthly Income Level \$2,501 - \$3,000	\$54.00				
Sliding Scale Level 0.5: Monthly Income Level \$2,001 - \$2,500	\$51.00				
Sliding Scale Level 0.5: Monthly Income Level \$1,501 - \$2,000	\$42.00				
Sliding Scale Level 0.5: Monthly Income Level \$1,101 - \$1,500	\$32.00				
Sliding Scale Level 0.5: Monthly Income Level \$801 - \$1,100	\$26.00				
Sliding Scale Level 0.5: Monthly Income Level Below \$800	\$23.00				
Sliding Scale Level 1: Monthly Income Level \$4,001+	\$51.00				
Sliding Scale Level 1: Monthly Income Level \$3,501 - \$4,000	\$44.00				
Sliding Scale Level 1: Monthly Income Level \$3,001 - \$3,500	\$36.00				
Sliding Scale Level 1: Monthly Income Level \$2,501 - \$3,000	\$29.00				
Sliding Scale Level 1: Monthly Income Level \$2,001 - \$2,500	\$22.00				
Sliding Scale Level 1: Monthly Income Level \$1,501 - \$2,000	\$18.00				
Sliding Scale Level 1: Monthly Income Level \$1,101 - \$1,500	\$15.00				
Sliding Scale Level 1: Monthly Income Level \$801 - \$1,100	\$12.00				
Sliding Scale Level 1: Monthly Income Level Below \$800	\$9.00				
SUDT Assessment	\$167.00				
SUDT Clinical Assessment	\$80 per hour				
Behavioral Health					
Hourly Rates by Practitioner Type	County BHRS Medi-Cal Hourly Rates	County Contracted Provider Hourly Rates			
Psychiatrist/ Contracted Psychiatrist	\$1,472.72	\$1,074.44			
Physicians Assistant	\$660.51	\$480.53			
Nurse Practitioner	\$732.35	\$532.79			
RN	\$598.20	\$435.21			
Psychologist/Pre-licensed Psychologist	\$592.28	\$430.75			
LVN	\$314.25	\$228.63			
LPHA	\$383.28	\$281.51			
LCSW	\$383.28	\$278.64			
Licensed Psychiatric Technician	\$269.40	\$209.79			
Mental Health Rehab Specialist	\$288.36	\$209.79			
Other Qualified Providers	\$288.36	\$195.80			
Mobile Crisis Rates	County	Contractor			
Crisis per Encounter	\$3,460.84	\$2,517.83			
Transportation, Staff Time, per 15 Minute Unit	\$83.96	\$61.08			
Transportation, per mile	\$0.67	\$0.67			
Day Rates					
Therapeutic Foster Care	\$314.03				
Crisis Residential Treatment	\$429.00				
Facilities					
Behavioral Health Regional Training Center Rental Fees:					
Congressionally chartered groups and their auxiliaries	\$90.00 per day				
Public Use (Public or Private Functions), full day	\$500.00 per day				
Public Use (Public or Private Functions), half day	\$250.00 per day				
Historically Sponsored Groups	\$90.00 per day				
All County Departments and Agencies for Official Functions	\$90.00 per day				
Recognized Employee Groups, full day	\$90.00 per day				
Recognized Employee Groups, half day	\$45.00 per half day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies), full day	\$350.00 per day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies), half day	\$175.00 per half day				
Cleaning Deposit for public use	\$500.00 per rental				
Key Deposit	\$25.00				
Nursing					
Immunizations - Routine Childhood					
Dap (Diphtheria, Pertussis and Tetanus) - Medi-cal Allowable Rates	\$26.03				Title 9, Section 9.16.010
Flu - Medi-cal Allowable Rates	\$26.03				Title 9, Section 9.16.010
Hep A - Medi-cal Allowable Rates	\$26.03				Title 9, Section 9.16.010

Hep B - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
HIB - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
HPV - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Meningococcal (Conjugate) - Medi-cal Allowable Rates	\$26.06			Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella) - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
MMRV - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Pediatric Diphtheria/Tetanus - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Pneumococcal Conjug - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Polio - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Rotavirus - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Td - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Tdap - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Varicella - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
PPD - Medi-cal Allowable Rates	\$26.79			Title 9, Section 9.16.010
Dap (Diphtheria, Pertussis and Tetanus) - Private Pay	\$26.03			Title 9, Section 9.16.010
Flu - Private Pay	\$26.03			Title 9, Section 9.16.010
Hep A - Private Pay	\$26.03			Title 9, Section 9.16.010
Hep B - Private Pay	\$26.03			Title 9, Section 9.16.010
HIB - Private Pay	\$26.03			Title 9, Section 9.16.010
HPV - Private Pay	\$26.03			Title 9, Section 9.16.010
Meningococcal (Conjugate) - Private Pay	\$26.03			Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella) - Private Pay	\$26.03			Title 9, Section 9.16.010
MMRV - Private Pay	\$26.06			Title 9, Section 9.16.010
Pediatric Diphtheria/Tetanus - Private Pay	\$26.03			Title 9, Section 9.16.010
Pneumococcal Conjug - Private Pay	\$26.03			Title 9, Section 9.16.010
Polio - Private Pay	\$26.03			Title 9, Section 9.16.010
Rotavirus - Private Pay	\$26.03			Title 9, Section 9.16.010
Td - Private Pay	\$26.03			Title 9, Section 9.16.010
Tdap - Private Pay	\$26.03			Title 9, Section 9.16.010
Varicella - Private Pay	\$26.03			Title 9, Section 9.16.010
PPD - Private Pay	\$26.79			Title 9, Section 9.16.010
Immunizations - Adult / Other:				
Hep A	\$70.35			Title 9, Section 9.16.010, Reso. No. 19-373
Hep B	\$60.00			Title 9, Section 9.16.010, Reso. No. 14-047
Twinrix (Hep. A and B Combined Vaccine)	\$81.90			Title 9, Section 9.16.010, Reso. No. 19-373
Pyrazinamide (TB Medication)	\$132.00			Title 9, Section 9.16.010, Reso. No. 19-373
Flu/Pneumonia	\$15.00			Title 9, Section 9.16.010, Reso. No. 14-047
Varicella	\$15.00			Title 9, Section 9.16.010
Td	\$28.00			Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella)	\$15.00			Title 9, Section 9.16.010
INH	\$14.00			Title 9, Section 9.16.010, Reso. No. 14-047
Vitamin B6 (In conjunction with INH)	\$7.50			Title 9, Section 9.16.010, Reso. No. 14-047
Rabies (Pre-exposure)	cost + office visit/admin fee			Title 9, Section 9.16.010
Rabies (Post-exposure)	cost + office visit/admin fee			Title 9, Section 9.16.010
Flu - Medi-Cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Flu - Private Pay	\$26.03			Title 9, Section 9.16.010
PPD - Medi-cal Allowable Rates	\$26.79			Title 9, Section 9.16.010
PPD - Private Pay	\$26.79			Title 9, Section 9.16.010
Tdap - Private Pay	\$45.00			Title 9, Section 9.16.010, Reso. No. 14-047
Communicable Disease Contacts (fee per person):				
PPD adult certified	\$20.00			Title 9, Section 9.16.010, Reso. No. 14-047
PPD child certified	\$20.00			Title 9, Section 9.16.010, Reso. No. 14-047
PPD case contacts	\$10.00			Title 9, Section 9.16.010
IG/Measles contact	\$10.00			Title 9, Section 9.16.010
IG/Hepatitis	\$10.00			Title 9, Section 9.16.010
Miscellaneous:				
Nurse Drop-In Visits	\$10.00			Title 9, Section 9.16.010
Office Consultation (Cardiology Clinic)	\$135.00			Title 9, Section 9.16.010
Federally Approved Sliding-Scale Rates	Varied			Title 9, Section 9.16.010
Home Visit (TCM)	Set by Medi-Cal			Title 9, Section 9.16.010
Rate shall be set by Medi-Cal through an annual State Required cost report. Rate shall be adjusted with each annual cost report, and subject to sliding scale pertinent to TCM only.				
New Patient - Problem Focused/10 minutes	\$50.00			Title 9, Section 9.16.010
New Patient - Expanded Problem/20 minutes	\$100.00			Title 9, Section 9.16.010
New Patient - Detailed/30 minutes	\$150.00			Title 9, Section 9.16.010
New Patient - Comprehensive/45 minutes	\$228.00			Title 9, Section 9.16.010
New Patient - Comprehensive/60 minutes	\$300.00			Title 9, Section 9.16.010
Established Patient - Eval & Mgt (No M.D.)	\$30.00			Title 9, Section 9.16.010
Established Patient - Problem Focused 10 minutes	\$40.00			Title 9, Section 9.16.010
Established Patient - Expanded/15 minutes	\$85.00			Title 9, Section 9.16.010
Established Patient - Detailed/25 minutes	\$100.00			Title 9, Section 9.16.010
Established Patient - Comprehensive/40 minutes	\$160.00			Title 9, Section 9.16.010
Team Conference/30 minutes	\$20.00			Title 9, Section 9.16.010
Team Conference/60 minutes	\$40.00			Title 9, Section 9.16.010
Sputum Induction	\$15.00			Title 9, Section 9.16.010
Venipuncture	\$10.00			Title 9, Section 9.16.010
CXR Interpretation	\$39.00			Title 9, Section 9.16.010
Hematocrit (Hct.)	\$3.50			Title 9, Section 9.16.010
Denver Developmental	\$50.00			Title 9, Section 9.16.010
Medical Marijuana Identification Cards (MMIC)				
Application Fee (non Medi-Cal client)	\$180.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (primary caregiver, non Medi-Cal)	\$180.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (client with Medi-Cal)	\$90.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (primary caregiver with Medi-Cal)	\$90.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Full fee MMIC	\$66.00 paid to State- Included			Title 9, Section 9.16.010
Medi-Cal MMIC	\$33.00 paid to State- Included			Title 9, Section 9.16.010
Tobacco Control Program				

Tobacco Retailer Licensing Fee	\$350.00				Ord. No. 4203, County Code Ch 6.20
Social Services					
Public Administrator					
Minimum Fee on Smaller Estates	\$3,000.00				PROB 7666, Reso. No. 22-243
First: \$100,000	4% Administration				PROB 10800, Reso. No. 22-243
Next: \$100,000	3% Administration				PROB 10800, Reso. No. 22-243
Next: \$800,000	2% Administration				PROB 10800, Reso. No. 22-243
Next: \$9,000,000	1% Administration				PROB 10800, Reso. No. 22-243
Next: \$15,000,000	.5% Administration				PROB 10800, Reso. No. 22-243
Amounts over \$25,000,000	To Be Determined by the Court				PROB 10800, Reso. No. 22-243
Bond Fee	\$25 plus .25% on Estates over \$10,000				PROB 7621, Reso. No. 22-243
Extraordinary Services	\$103/hr for Deputy				PROB 10801, reso. No. 22-243
Extraordinary Services	\$75/hr for Others				PROB 10801, reso. No. 22-243
Public Guardian					
Bond Fees	\$25 plus .25% on Assets over \$10,000				PROB 2942, Reso. No. 22-243
Initial Set Up Fee	\$2,000 as allowed				PROB 2942, Reso. No. 22-243
Investigation Fee	\$850 as allowed				PROB 2942, Reso. No. 22-243
In Final Accounts Where the Conservatee is Deceased	40% of the Estate Balance up to \$4,600 as allowed				PROB 2942, Reso. No. 22-243
Probate Code 2631	\$900 as allowed				PROB 2942, Reso. No. 22-243
Conservatorship of the Estate		Compensation	Value of Estate		
		0-	\$774.99 and under		PROB 2942, Reso. No. 22-243
		11% of balance as allowed	\$775 – \$1,499		PROB 2942, Reso. No. 22-243
		16% of balance, with a maximum m of \$ 1,500 as allowed	\$1,500 – 14,999		PROB 2942, Reso. No. 22-243
		10% of balance, with a maximum m of \$ 2,000 as allowed	\$15,000 – 44,999		PROB 2942, Reso. No. 22-243
		4.5% of balance, with a maximum m of \$ 2,600 as allowed	\$45,000 – 74,999		PROB 2942, Reso. No. 22-243
		3.5% of balance, with a maximum m of \$ 3,150 as allowed	\$75,000 – 104,999		PROB 2942, Reso. No. 22-243
		3% of balance, with a maximum m of \$ 3,770 as allowed	\$105,000 – 129,999		PROB 2942, Reso. No. 22-243
		2.9% of balance, with a maximum m of \$7,000 as allowed	\$130,000 – 244,999		PROB 2942, Reso. No. 22-243
		2.9% of balance, with a maximum m of \$8,500 as allowed	\$245,000 and above		PROB 2942, Reso. No. 22-243
Sale of Real Estate	\$1,500 as allowed				PROB 2942, Reso. No. 22-243
Sales on Personal Property over \$1,500	\$103/hr for Deputy as allowed				PROB 2942, Reso. No. 22-243
Extraordinary Services	\$75/hr for Deputy as allowed				PROB 2942, Reso. No. 22-243
Extraordinary Services	\$75/hr for Others as allowed				PROB 2942, Reso. No. 22-243
Planning & Building Services (PBS)					
Building Division					
Building Permit Fees					
Total Valuation (Occupancy Type Valuation X Total Sq. Ft. Valuation)					
\$1 to \$500.00	\$23.67				Govt. Code Section 66016, HSC Sec. 19132.3, Reso. No. 08-130
\$501.00 to \$2000.00	\$23.67 for the first \$500 plus \$3.11 for each additional \$100 or fraction thereof, to and including \$2,000.				
\$2001.00 to \$25000.00	\$70.03 for the first \$2,000 plus \$14.12 for each additional \$1,000 or fraction thereof, to and including \$25,000.				
\$25001.00 to \$50000.00	\$394.88 for the first \$25,000 plus \$10.19 for each additional \$1,000 or fraction thereof, to and including \$50,000.				

\$50001.00 to \$100000.00	\$649.64 for the first \$50,000 plus \$7.06 for each additional \$1,000 or fraction thereof, to and including \$100,000.				
\$100001.00 to \$500000.00	\$1002.73 for the first \$100,000 plus \$5.61 for each additional \$1,000 or fraction thereof, to and including \$500,000.				
\$500001.00 to \$1000000.00	\$3246.75 for the first \$500,000 plus \$4.78 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.				
\$1000001.00 and up	\$5634.45 for the first \$1,000,000 plus \$3.55 for each additional \$1,000 or fraction thereof.				
** Planning and Building Services Building Valuation Tables can be found in separate table on the last page of this schedule					
Building Valuation*					
*Valuations not on this list shall be designated to a use or hazard that is most similar. N.P.= Not Permitted					
ICC Building Valuation Table - Table groups and construction types are derived from the ICC Valuation Tables and include architectural, structural, electrical, plumbing, and mechanical work. Valuation for remodels will be 65% of the stated valuation for the purpose of determining fees. NOTE: ICC table adopted @ 75% of the amount per BOS direction. Government Code section 66014(a), California Building Code section 109					
Group (2021 International Building Code)	IIA	IIB	VA	VB	
A-1 Assembly, theaters, with stage	\$298.73	287.25	250.64	242.45	
A-1 Assembly, theaters, without stage	\$271.92	260.43	223.83	215.64	
A-2 Assembly, nightclubs	\$240.91	232.41	198.15	191.66	
A-2 Assembly, restaurants, bars, banquet halls	\$238.91	232.41	196.15	190.66	
A-3 Assembly, churches	\$275.97	264.5	228.33	220.13	
A-3 Assembly, general, community halls, libraries, museums	\$230.84	220.36	182.97	175.79	
A-4 Assembly, arenas	\$269.92	259.43	221.83	214.64	
B Business	\$230.22	220.18	176.96	168.98	
E Educational	\$247.48	236.82	193.15	187.15	
F-1 Factory and industrial, moderate hazard	\$135.37	130.82	96.63	90.55	
F-2 Factory and industrial, low hazard	\$135.37	129.82	96.63	89.55	
H-1 High Hazard, explosives	\$126.28	120.73	87.85	N.P.	
H234 High Hazard	\$126.28	120.73	87.85	80.76	
H-5 HPM	\$230.22	220.18	176.96	168.98	
I-1 Institutional, supervised environment	\$231.87	223.51	183.98	178.19	
I-2 Institutional, hospitals	\$395.71	385.68	341.43	N.P.	
I-2 Institutional, nursing homes	\$269.80	259.75	217.86	N.P.	
I-3 Institutional, restrained	\$263.79	253.75	212.25	202.27	
I-4 Institutional, day care facilities	\$231.87	223.51	183.98	178.19	
M Mercantile	\$175.03	167.53	132.98	127.51	
R-1 Residential, hotels	\$234.22	225.85	186.62	180.83	
R-2 Residential, multiple family	\$193.17	184.8	146.61	140.82	
R-3 Residential, one- and two-family	\$188.07	184.23	166.09	156.45	
R-4 Residential, care/assisted living facilities	\$231.87	223.51	183.98	178.19	
S-1 Storage, moderate hazard	\$124.28	119.73	85.85	79.76	
S-2 Storage, low hazard	\$124.28	118.73	85.85	78.76	
U Utility, miscellaneous	\$95.84	91.61	65.12	62.06	
Department Valuations (per square foot)					
Re-Roof	Residential \$5.74/ Commercial \$9.76				
Re-Roof with Sheeting	Residential \$7.82/ Commercial \$13.14				
Sprinklers	Residential \$4.25/ Commercial \$5.30				
Deck	Residential \$11.75/ Commercial \$14.68				
Deck with Porch	Residential \$23.47/ Commercial \$29.34				
Carport	\$29.34				
Siding	Residential \$5.74/ Commercial \$9.76				
Siding with Sheeting	Residential \$7.82/ Commercial \$13.14				
Building Division Fees (Not based on job cost valuation)					
Minimum permit or demolition fee	\$183.00				

Residential Solar Fee	For photovoltaic systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt for each kilowatt above 15kW. For thermal systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt thermal for each kilowatt thermal above 10kWth.				
Commercial Solar Fee	For photovoltaic systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 50kW plus seven dollars (\$7) per kilowatt for each kilowatt between 51kW and 250kW, plus five dollars (\$5) per kilowatt for each kilowatt above 250kW. For thermal systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 30kWth, plus seven dollars (\$7) per kilowatt thermal for each kilowatt thermal between 30kWth and 260kWth, plus five dollars (\$5) per kilowatt thermal for each kilowatt thermal above 260kWth.				
Agricultural Building Exemption Fee	\$298.00				
Pond Exemption Fee	\$696.00				
Grading Exemption Fee	\$696.00				
Issuance Fee	\$110.00				
Violation/Penalty Fee	Pursuant to Mendocino County Code Section 18.08.030, 1X, 2X, 3X				
Records Management Fee - Over the Counter	\$150.00				
Records Management Fee - Residential	\$300.00				
Records Management Fee - Commercial projects under and including \$25,000 in job cost valuation	\$305.00				
Records Management Fee - Commercial projects \$25,001 and over in job cost valuation	\$500.00				
Education Fee	6% of building permit and plan check fee				
General Plan Maintenance Fee	0.65% of job cost valuation for all permits with a job cost valuation \$17,001 and greater.				
General Plan Maintenance Fee - Flat	\$20 - Applies to all permits with a job cost valuation less than or equal to \$17,000.				
Building Standards Fee	\$1 for Job Cost Valuation of \$1 - 25,000, \$2 for Job Cost Valuation of \$25,001 - 50,000, \$3 for Job Cost Valuation of \$50,001 - 75,000, \$4 for Job Cost Valuation of \$75,001-100,000, and \$1 for every \$25,000 or fraction thereof above \$100,000.				
Strong Motion Instrumentation Program (SMIP) Fee	Category 1 (Residential) - (Valuation Amount) X 0.00013 - Fee Amount (Min. 50 cents).				
Certified Access Specialist Program (CAsp) Fee	Category 2 (Commercial) - (Valuation Amount) X 0.00028 - Fee Amount (Min. 50 cents)				
Reinspection Fee	\$4 for every permit				
	\$86.00				
Reinstatement or Extension of Application or Permit Fee	\$177 plus \$86 for each remaining inspection if reinstatement of a permit which has been issued.				
Stormwater/MS4/LID/Flood Inspection Fee (each)	\$146.00				
Returned Check Bank and Staff Processing Fee	\$33.50				
Permit Record Update Fee	\$131.00				
Building Plan Review Fees					
Plan Review Fee When the County Administers the Uniform Fire Code	The Plan Review Fee is equivalent to 100% of the Building Permit Fee.				Govt. Code Section 66016, HSC Sec. 19132.3

Plan Review Fee	The Plan Review Fee is equivalent to 75% of the Building Permit Fee.				Govt. Code Section 66016, HSC Sec. 19132.3
50 cubic yards (38.2 m ³) or less	No Fee				
Planning Review Fee for Building Permit Applications	Staff Time x Weighted Rate				
Stormwater/MS4/LID/Flood Review Fee	Staff Time x Weighted Rate				
Additional plan review fee required by changes, additions or revisions	Staff Time x Weighted Rate				
Special Inspection/Pre-Site Inspection Fees					
Albion	\$293.00				Govt. Code Section 66016, HSC Sec. 19132.3
Anchor Bay	\$502.00				Govt. Code Section 66016, HSC Sec. 19132.3
Boonville	\$356.00				Govt. Code Section 66016, HSC Sec. 19132.3
Branscomb	\$486.00				Govt. Code Section 66016, HSC Sec. 19132.3
Calpella	\$244.00				Govt. Code Section 66016, HSC Sec. 19132.3
Comptche	\$335.00				Govt. Code Section 66016, HSC Sec. 19132.3
Covelo	\$585.00				Govt. Code Section 66016, HSC Sec. 19132.3
Elk	\$356.00				Govt. Code Section 66016, HSC Sec. 19132.3
Fort Bragg	\$215.00				Govt. Code Section 66016, HSC Sec. 19132.3
Gualala	\$565.00				Govt. Code Section 66016, HSC Sec. 19132.3
Hopland	\$257.00				Govt. Code Section 66016, HSC Sec. 19132.3
Irish Beach	\$422.00				Govt. Code Section 66016, HSC Sec. 19132.3
Laytonville	\$413.00				Govt. Code Section 66016, HSC Sec. 19132.3
Leggett	\$547.00				Govt. Code Section 66016, HSC Sec. 19132.3
Longvale	\$370.00				Govt. Code Section 66016, HSC Sec. 19132.3
Manchester	\$453.00				Govt. Code Section 66016, HSC Sec. 19132.3
Navarro	\$434.00				Govt. Code Section 66016, HSC Sec. 19132.3
Philo	\$367.00				Govt. Code Section 66016, HSC Sec. 19132.3
Piercy	\$620.00				Govt. Code Section 66016, HSC Sec. 19132.3
Point Arena	\$460.00				Govt. Code Section 66016, HSC Sec. 19132.3
Potter Valley	\$296.00				Govt. Code Section 66016, HSC Sec. 19132.3
Redwood Valley	\$248.00				Govt. Code Section 66016, HSC Sec. 19132.3
Talmage	\$248.00				Govt. Code Section 66016, HSC Sec. 19132.3
Ukiah	\$215.00				Govt. Code Section 66016, HSC Sec. 19132.3
Westport	\$307.00				Govt. Code Section 66016, HSC Sec. 19132.3
Whale Gulch	\$860.00				Govt. Code Section 66016, HSC Sec. 19132.3
Whitethorn	\$804.00				Govt. Code Section 66016, HSC Sec. 19132.3
Willits	\$297.00				Govt. Code Section 66016, HSC Sec. 19132.3
Yorkville	\$374.00				Govt. Code Section 66016, HSC Sec. 19132.3
Planning Division					
Division of Land Project (*Project add-on fees may apply)					
Boundary Line Adjustment Fee* (additional cost recovery applies)	\$1,278 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Certificate of Compliance Fee* (additional cost recovery applies)	\$830 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Major/Parcel Subdivision Fee* (additional cost recovery applies)	\$11,568 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Modification Fee* (additional cost recovery applies)	\$5,035 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Extension of Time Fee (additional cost recovery applies)	\$245 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Minor Subdivision Fee* (additional cost recovery applies)	\$6,393 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Revised Map Fee* (additional cost recovery applies)	\$2,419 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
General Plan Project (*Project add-on fees may apply)					
General Plan/Coastal Plan Amendment Fee* (additional cost recovery applies)	\$10,348 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Ordinance Amendment Fee* (additional cost recovery applies)	\$11,597 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Rezone Fee* (additional cost recovery applies)	\$7,687 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Development Agreement Fee* (additional cost recovery applies)	\$9,696 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Development Agreement Modification Fee* (additional cost recovery applies)	\$8,237 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Coastal Project (*Project add-on fees may apply)					
Categorical Exclusion Fee* (additional cost recovery applies)	\$552 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Coastal Development Permit (CDP) Admin/Standard Minor Fee* (additional cost recovery applies)	\$2,811 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Fee* (additional cost recovery applies)	\$5,040 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Immaterial Modification Fee* (additional cost recovery applies)	\$1,419 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Material Modification Fee* (additional cost recovery applies)	\$2,824 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Renewal Fee* (additional cost recovery applies)	\$1,419 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Fee* (additional cost recovery applies)	\$6,050 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Renewal Fee* (additional cost recovery applies)	\$1,719 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Material Modification Fee* (additional cost recovery applies)	\$3,747 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Immaterial Modification Fee* (additional cost recovery applies)	\$1,719 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Assignment Fee	\$152.00				Govt. Code 66014(a)
Local Coastal Program Consistency Review Fee* (additional cost recovery applies)	\$1,614 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)

Ministerial CDP for Accessory Dwelling Units Fee* (additional cost recovery applies)	\$552 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Emergency CDP Fee* (additional cost recovery applies)	\$1,378 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Major Fee* (additional cost recovery applies)	\$1,630 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Intermediate Fee* (additional cost recovery applies)	\$1,131 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Minor Fee* (additional cost recovery applies)	\$797 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Town of Mendocino Single Unit Rental/Vacation Home Rental Waiting List Fee	\$121.00				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Sign Copy Change or Single Business Sign Fee* (additional cost recovery applies)	\$276 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Zoning Project (*Project add-on fees may apply)					
Use Permit Fee* (additional cost recovery applies)	\$7,128 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit Renewal/Modification	\$5,604 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit - Room and Board Fee* (additional cost recovery applies)	\$3,450 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit - Room and Board Renewal/Modification Fee* (additional cost recovery applies)	\$3,207 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Airport Land Use Commission Review Fee* (additional cost recovery applies)	\$2,000 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Airport Land Use Comm. Review Fee - City Project* (additional cost recovery applies)	\$1,019 * (Staff Time x Weighted Rate)				
Ag. Preserve Contract Fee* (additional cost recovery applies)	\$4,752 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Ag. Preserve Rescind and Re-enter Fee* (additional cost recovery applies)	\$3,606 * (Staff Time x Weighted Rate)				
Ag. Preserve Cancellation or Partial Non-Renewal Fee* (additional cost recovery applies)	\$2,051 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Home Occupation Business License Review Fee	\$135.00				Govt. Code 66014(a)
Business License Review Fee (zoning & occupancy)	\$255.00				Govt. Code 66014(a)
Development Review Fee* (additional cost recovery applies)	\$3,166 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Preapplication Conference Fee* (additional cost recovery applies)	\$893 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Surface Mining & Reclamation (SMARA) Use Permit Fee* (additional cost recovery applies)	\$9,876 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
SMARA - Use Permit Renewal/Modification Fee* (additional cost recovery applies)	\$5,101 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
SMARA Interim Management Plan Fee* (additional cost recovery applies)	\$938 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Planning Consultation Fee (per hour, minimum one hour)	Staff Time x Weighted Rate				Govt. Code 66014(a)
Cannabis Facilities Business License Review Fee	\$210.00				Govt. Code 66014(a)
Variance	\$3,031 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Project (*Project add-on fees may apply)					
Administrative Permit Renewal Fee - other than temporary uses* (additional cost recovery applies)	\$1,458 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Fee - Wireless Communication* (additional cost recovery applies)	\$3,140 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Fee* (additional cost recovery applies)	\$1,977 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Renewal Fee - Temporary Use* (additional cost recovery applies)	\$106 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Other Project (*Project add-on fees may apply)					
Private Road Naming	\$972 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Project Add-On Fees					
Records Management Fee - Major Project	\$400.00				Govt. Code 66014(a)
Records Management Fee - Minor Project	\$205.00				Govt. Code 66014(a)
General Plan Maintenance Fee - Major Project	\$500.00				Govt. Code 66014(a)
General Plan Maintenance Fee - Minor Project	\$200.00				Govt. Code 66014(a)
Environmental Review Fee	\$1,818.00				Govt. Code 66014(a)
Coastal Zone Review Fee (Does not apply to 'Coastal Projects')	\$1,305.00				Govt. Code 66014(a)
SMARA Annual Inspection/Report Fee	\$3,097.00				Govt. Code 66014(a)
SMARA Exemption Determination Fee (additional cost recovery applies)	\$791 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Vested Right Determination Fee (additional cost recovery applies)	\$5,221 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Environmental Impact Report (EIR) Fee	EIRs are a flat deposit fee of \$5,000 to cost recover staff time for administration in initiating EIR process. In addition the applicant pays actual cost of the EIR contract/preparation plus 15% of contract amount to cover staff time in administering contract and review of EIR components.				Govt. Code 66014(a)
Special Planning Commission Hearing	\$2,976.00				Govt. Code 66014(a)
Cell Tower GIS Add On	\$182.00				Govt. Code 66014(a)

Violation/Penalty Fee	After-the-fact non-commercial penalty fee is equal to application base fee OR after-the-fact commercial penalty fee is equal to 2X application base fee.				Govt. Code 66014(a)
GMAC Referral Fee	\$185.00				Govt. Code 66014(a)
Appeal to the Board of Supervisors Fee	\$2,354.00				Govt. Code 66014(a)
Administrative Appeal Fee	\$2,490.00				Govt. Code 66014(a)
Application Update Fee	\$613.00				Govt. Code 66014(a)
Per Parcel Add-on Fee for Major Subdivision, Parcel Division, Minor Subdivision, Boundary Line Adjustment or Certificate of Compliance	\$279.00				Govt. Code 66014(a)
Re-Noticing Fee for a public hearing when applicant requests continuance to date uncertain	\$858.00				Govt. Code 66014(a)
SMARA Extraction Multiple Sites Fee	\$2,542.00				Govt. Code 66014(a)
Sonoma State University for the Northwest Information Center Review Fee	\$75.00				Govt. Code 66014(a)
Single Family Residence Incentive - CDP Fee Reduction	CDP Base Fee Reduction of 15% when constructing a single-family residence				Govt. Code 66014(a)
Subdivision Vesting of Tentative Map Fee (add-on fee to Major/Parcel Subdivision)	\$5,586.00				Govt. Code 66014(a)
Subdivision Exception to County Code Fee	\$2,286.00				Govt. Code 66014(a)
Service Fees					
Zoning Letter	\$152 + (Staff Time x Weighted Rate)				
Less Than 3 Acre Conversion Determination	\$164 + (Staff Time x Weighted Rate)				
Map Reproduction/Misc. Fees					
Quadrangle combine with GIS Maps	\$88.00				
GIS Maps (10 Min, minimum) per hour	\$121.00				
Population Information (per hour)	\$121.00				
Probation					
Adult Probation					
Juvenile Probation					
Public Defender/Alternate Defender					
Legal Fees					
Registration Fee	\$50.00				Penal Code section 987.5
Sheriff/Coroner					
Miscellaneous					
ABC License for Non-Profit, One-Day Events	\$50.00				Reso. No. 11-072
Sheriff's Clearance Letter (Without Notary)	\$45.00				Reso. No. 11-072
Sheriff's Clearance Letter (With Notary Certification)	\$60.00				Reso. No. 11-072
Bingo Permit (unless Non-profit)	\$25.00				
Audio Cassette Tape, Per Copy	\$10.00				
Card Dealer's License	\$50.00 + DOJ Fee				\$6.04.120 MCC
Christmas Tree Permit One Tag Per Load (over 5 trees):	\$5.00 Per Tag				\$384d PC
Circus, Carnival or Rodeo Permit	\$30.00 + DOJ Fee				\$6.04.050h MCC
Explosives Permit, New & Renewal	\$100.00				\$12101 H&S
Explosives Permit, Less Than 100 Pounds	\$25.00				\$12101 H&S
Alarm Registration, Initial, Renewal	\$60.00				
False Alarms	\$150.00				MCC 8.60
Fingerprint Services, Inked Cards, Per Card	\$20.00				
Fingerprint Services, LiveScan, Per Person	\$40.00				
Gambling Business Permit	\$100.00 + DOJ Fee				\$6.04.110 MCC
Itinerant Business Permit	\$30.00 + DOJ Fee				\$6.04.090 MCC
Jail Booking Fees (Local)	\$41.00				Reso. No. 11-098 (Effective July 1, 2011) if VLF Funding is not restored/State Budget; Gov. Code Sec. 29550
Junk Business Permit	\$75.00 + DOJ Fee				\$6.04.130 MCC
License to Carry a Concealed Firearm, New	\$302.00				
License to Carry a Concealed Firearm, Renew	\$81.00				
License to Carry a Concealed Firearm, Modification	\$14.00				
License to Carry a Concealed Firearm, Duplicate	\$14.00				
Marijuana Cooperative License Fee	\$1,500.00				Reso No. 10-109
Medical Marijuana Card	\$0.00				
Marijuana Eradication	See County Ordinance Chapter 9.31 of Title 9 for details				GC 54985
Zip Tie Program (Voluntary)	\$25.00				Reso. No. 10-195
Zip Tie Program (Permitted)	\$50.00				Reso. No. 10-195
Motor Vehicle Registration - Non Commercial	\$2.00				VC \$9250.19
Motor Vehicle Registration - Commercial	\$4.00				VC \$9250.19
Outdoor Festival Permit, Statement of Adequacy	\$75.00 + DOJ Fee				\$6.16.040e MCC
Parade Permit (if Sheriff provides services):	\$30.00				
Search & Rescue	Up to \$12,000/search				\$26614.5 GC
VHS Tape, Per Copy	\$15.00				
Impounded Vehicle Release	\$150.00				VC 22850.5
Seizure, Storage, and Release of Firearms	\$80.00				PC 12021.3, FC 6389
Third Party Inspector Authorization Permit -	\$1,500.00				Reso No. 10-109
Third Party Inspector Authorization Permit - Individual	\$1,500.00				Reso No. 10-109
Alcoholic Beverage Control License Review	\$200.00				GC 54985
Civil Division Services					
Affidavit and Order,	\$50.00				
ARREST- see Bench Warrant					

Assessment Fee on Disbursements	\$15.00				
Attachment Writs					
Automobiles and Non-Equipment Trucks	\$50.00				
plus check payable to DMV	\$15.00				
Release of DMV Attachment Lien after 3 year attachment lien expires	\$50.00				
plus check made payable to DMV	\$15.00				
Equipment on AT-1, include trucks etc. used as equipment	\$50.00				
plus check payable to Secretary of State (See SOS Website)	\$10.00				
Release of AT-1 after 3 year attachment lien expires	\$50.00				
plus check payable to Secretary of State (See SOS Website)	\$10.00				
Farm Products or Inventory	\$50.00				
plus check Payable to Secretary of State (See SOS Website)	\$10.00				
Mobile Homes, etc.	\$50.00				
plus check payable to Department of Housing	\$15.00				
Release of lien after 3 year attachment lien expires	\$50.00				
plus check payable to Department of Housing	\$15.00				
Personal Property (other than Autos, Equipment, & Farm Products)	\$50.00				
Real Property Attachment- see Real Property					
AUTOMOBILE LEVY- see Personal Property Levy or Attachment Writs					
BANK LEVY (served by Sheriff or Process Server)	\$50.00				
Levy on Safe Deposit Box (additional fee after receipt of MOG)	\$170.00				
Bank's fee to Drill Safe Deposit Box	Actual Cost				
BENCH WARRANT					
BENCH WARRANT (Issued Pursuant to Section 1993 of the CCP) + \$175.00 Deposit	\$50.00				
Receive and Process Warrant.	\$50.00				
Cancel the Service of the Warrant	\$105.00				
Unable to Locate Person After Due Diligence Arrest, which shall include Arrest & Release on Promise to Appear	\$125.00				
BENCH WARRANT (CCP 491.160(a)(l)(a) or 708.170(a)(l)(a))	\$50.00				
BUSINESS LEVY - see Keeper Levy					
BOOK LEVY - On Property Held by Levying Officer	\$50.00				
CANCELLATION OF SERVICE prior to completion	\$50.00				
CERTIFICATION OF CORRECTION - eve 40616	\$25.00				
CERTIFIED MAIL - Return Receipt Requested	Actual Cost				
CITATION, Certification Of Correction - CVC 40616					
CLAIM AND DELIVERY WRITS					
Serve Writ & Undertaking with Levy	\$125.00				
Serve Summons and Complaint with Writ	\$50.00				
Notice of Application and Hearing	\$50.00				
Supporting Affidavits and/or Notices	No charge				
Temporary Restraining Order & Supporting Documents	\$50.00				
Order to Transfer Possession & Supporting Documents	\$50.00				
Keeper fees see Keeper Levy					
Moving and Storage Costs	Actual Cost				
CLAIM OF PLAINTIFF - Small Claims	\$50.00				
COMMUNITY PROPERTY LEVY NOTIFICATION					
Mailing Notice of Levy to spouse of debtor	No charge				
Mailing Notice of Sale to spouse of debtor	\$50.00				
COMPLAINT - without Summons	\$50.00				
COPYING FEE - Per Page	\$1.25				
COUNTER CLAIM or Counter Affidavit	\$50.00				
CROSS COMPLAINT - Small Claims	\$50.00				
DEBTOR'S INTEREST IN ESTATE	\$50.00				
PROCESS					
DECLARATION OF DILIGENCE	None				
DISBURSEMENT FEE	\$15.00				
EARNINGS WITHHOLDING ORDER	\$45.00				
ESTATE LEVY	\$50.00				
EVICTON - Writ of Possession - Real Property Posting eviction	\$105.00				
Reposting eviction	\$50.00				
Removing occupants and putting a person in possession Cancellation prior to service of notice to vacate	\$75.00				
Cancellation after service of notice to vacate	\$50.00				
Failure to take possession after service of notice to vacate	\$50.00				
EXECUTE/SERVING ANY OTHER INSTRUMENT	\$50.00				
EXECUTION- Writ of(Taking Immediate Possession)	\$50.00				
GARNISHMENTS Attachment or Execution (except wage)	\$50.00				
JOINT DEBTOR SUMMONS	\$50.00				
JURY SUMMONS for Civil Jury					
12 or less	\$2.00				
Each Additional Juror	\$0.10				
KEEPER LEVY (Sheriff's fees)					
Released at the end of 8 hours	\$125.00				
Fee per day for continuously maintaining levy after first day	\$50.00				
Not found - Sheriff's fee (non-installation)	\$50.00				
KEEPER FEES (amount paid to keeper) Not found -fee to keeper (non-installation)					
8 hours or less	\$175.00				
8-12 hours (keeper not to exceed \$350 in any 24 hour period)	\$350.00				
Not found -fee to keeper (non-installation)	\$75.00				
LEVY - see Levy Type i.e. eviction real property, etc.					
MILITARY AFFIDAVIT	\$50.00				
Additional Fee for Notary when Required	\$15.00				
NOT FOUND RETURN (Other than a Summons)	\$50.00				
NOTARY	\$15.00				

NOTICE - Landlord/Tenant	\$50.00				
ORDER FOR APPEARANCE OR EXAMINATION	\$50.00				
ORDER TO SHOW CAUSE	\$50.00				
PERSONAL PROPERTY LEVY - Writ of Execution or Possession					
Personal Property Levy without Seizure or Turnover	\$50.00				
Perform Levy and Seize or Turnover Property e	\$125.00				
Hiring Private Inventory Service	Actual Cost				
Moving and Storage Costs	Actual Cost				
Prepare and Post First Sale Notice	\$50.00				
Posting Each Additional Sale Notice	\$19.00				
Serve Sale Notice on Each Debtor (personally or by mail)	\$50.00				
Serve Sale Notice on Judgment Creditor or Attorney	No Charge				
Serve Sale Notice on Each Person Listed on Back of Writ	\$50.00				
Conduct or Postpone Sale	\$110.00				
Prepare and Issue Certificate of Sale - Personal Property	\$19.00				
Personal Property, Writ of Possession with Seizure of Prop.	\$125.00				
Vehicle Levy- Large Truck	\$125.00				
POSSESSION, WRIT OF (C&D) - see Claim & Delivery	-				
POSSESSION, WRIT OF (Personal Property)- see Personal Prop.	-				
POSSESSION, WRIT OF real Property) - see Eviction	-				
POSTPONING SALE - Real or Personal Property	\$110.00				
PREJUDGMENT CLAIM TO RIGHT TO POSSESSION with Copy of Summons and Complaint	\$50.00				
PROOF OF CORRECTION CERTIFICATION eve 40616	\$25.00				
REAL PROPERTY LEVY- Execution or Attachment					
Real Property Levy Completed by Process Server	\$50.00				
Real Property Levy Prepared and Recorded by Sheriff	\$50.00				
County Recorder recording fee (Varies by County)	Actual Cost				
Demand Letter for Application for Order for Sale of Dwelling	No Charge				
Mail Notice of Levy to each Debtor	No Charge				
Mail Notice of Levy to 3rd Person in whose name the debtor's interest stands upon the county records, per CCP 700.01S(a) (not the same as other joint owners)	\$50.00				
Mail Notice of Levy to Additional (Joint) Owners of Record (this notice is not required by code)	\$50.00				
Mail Notice of Levy to Other Individuals Specified in Creditor's Instructions	\$50.00				
Serve Levy on Occupant or Post Property if No Occupant	\$50.00				
Post Levy on Additional Non-Attached Parcels	\$25.00				
Serve Application for Order for Sale of Dwelling on Occupant or post on real property (if instructed to do so by creditor/attorney)	\$50.00				
REAL PROPERTY Sale					
Prepare Sale Notice and Mail or Deliver to Publisher	\$19.00				
Publisher's Cost for Publishing Sale Notice	Actual Cost				
Mail Sale Notice to each Judgment Debtor	\$50.00				
Mail Sale Notice to Creditor or Creditor's Attorney	No Charge				
Mail Sale Notice to Each Person Listed On Back of Writ	\$50.00				
Mail Sale Notice to 3rd Person in whose name the debtor's interest in real property stands per 700.01S(a)	\$50.00				
Mail Sale Notice to Each Lien Holder	\$50.00				
Mail Sale Notice Per Court Order or Attorney's Instructions	\$50.00				
Serve Occupant of Real Property if present (one attempt)	\$50.00				
Post Sale Notice on Real Property whether or not occupant is present	\$50.00				
Post Sale Notice on Additional Unattached Parcels	\$25.00				
Post Sale Notice in One Public Place in the City (info city, then the county) where the Sale is to be held	\$50.00				
Conduct or Postpone Sale	\$110.00				
Prepare and Record Real Property Certificate of Sale (only on writ of sale with redemption)	\$19.00				
Notary Fee to Notarize Certificate of Sale	\$15.00				
County Recorder recording fee (Varies by County)	Actual Cost				
Transfer Tax not paid on Certificate, it's paid on Deed					
Prepare and Mail Right to Redeem Letter to Debtor	\$50.00				
Certified Mail	Actual Cost				
Prepare Certificate of Redemption and Deliver to Recorder	\$19.00				
Notarize Certificate of Redemption	\$15.00				
Prepare and Deliver Sheriff's Deed to Recorder	\$19.00				
Notarize Deed	\$15.00				
Recorder's Fee to Record Deed	Actual Cost				
Transfer Tax, Parcel Tax, etc.	Actual Cost				
Prepare and Deliver Real Property Release to Recorder	\$50.00				
Notarize Release	\$15.00				
Recorder's Fee to record release	Actual Cost				
REGISTERED MAIL - Return Receipt Requested	Actual Cost				
REGISTERED PROCESS SERVER - Open File and Levy	\$50.00				
RESTRAINING ORDER (Refer to GOV 26721)	\$50.00				
SAFE DEPOSIT BOX - After MOG received from bank Levying Officer Fee	\$170.00				
Safe Deposit - Bank's Fee to Drill Box	Actual Cost				
SALE- Conduct or Postpone Sale of Real or Personal Property	\$110.00				
SECRETARY OF STATE- see Attachments	-				
SPECIAL FUND FEES	-				
Assessment on disbursements	\$15.00				
Portion of Fees Set Aside in Fund (automated systems)	\$22.00				
SPOUSE - see Community Property Levy Notification	-				
SUBPOENA, CIVIL- Sheriffs Fee (with or W/O Subpoenas and Affidavit)	\$50.00				

SUBPOENA, CIVIL STATE COURT Witness Fees - Any peace officer, any firefighter, any state employee, any trial court employee, and county employee, or a volunteer fire fighter.	Actual Cost				
SUBPOENA, CIVIL STATE COURT Witness Fees: General Public -All others not listed in Gov Code 68097.2 (35.00 per day plus \$0.20 per mile)	Actual Cost				
SUBPOENA, CIVIL FEDERAL COURT Witness Fees: \$40 per day(travel to and from court included), plus travel expenses, plus mileage per uniformed table of distances adopted by the U.S. General Services Administration (GSA).	Actual Cost				
SUMMONS AND COMPLAINT and supporting documents	\$50.00				
SUMMONS AND COMPLAINT, Cancellation or Not found	\$50.00				
SUMMONS, Complaint & Prejudgment Claim of Right to Possession with unnamed tenants	\$50.00				
SUMMONS AND PETITION	\$50.00				
TILTAP	\$125.00				
VEHICLE INSPECTION Proof of Correction CVC 40616	\$25.00				
VEHICLE LEVY- see Personal Property	-				
WAGE GARNISHMENT- see Earnings Withholding Order	-				
WARRANT OF ATTACHMENT see Bench Warrant	-				
WARRANT, BENCH- see Bench Warrant	-				
WRIT OF ATTACHMENT- see Attachment	-				
WRIT OF EXECUTION -Money Judgement - see type of levy	-				
WRIT OF POSSESSION - Personal Property - see Personal Property	-				
WRIT OF POSSESSION - Prejudgment - see Claim & Delivery	-				
WRIT OF POSSESSION - Real Property - see Eviction	-				
WRIT OF RESTITUTION- see Eviction	-				
WRIT OF SALE- see type of levy	-				
Photocopy of Reports					
Crime Reports					
Face Page Only:	\$2.50				
Property List (insurance), 1-9 Pages:	\$10.00				
Additional Pages Past 9, Per Page:	\$0.50				
Coroner's Reports					
First 9 Pages of Deputy's Report:	\$10.00				
Post Mortem & Toxicology Reports:	\$15.00				
Additional Pages Past 9, Per Page:	\$0.50				
All Other Photocopies					
Minimum Charge, 1-9 Pages:	\$2.00				
Additional Pages Past 9, Per Page:	\$0.25				
Photographs					
First Photo, 3 1/2 x 5	\$10.00				
Each Additional 3 1/2 x 5 Photo	\$1.00				
First Photo 8 x 10	\$13.00				
Each Additional 8 x 10 Photo	\$3.00				
Identification Card Photographs	\$5.00				
Work Release Program Fees					
Sheriff's Parole Supervisory Fee, Per Month	\$35.00				
Work Release Program					
Application Fee	\$35.00				
Daily Rate	\$10.00				
Transportation					
Land Improvement					
Tentative Map Fees					
Boundary Line Adjustment (for 2 parcels)	\$661.00 each				Govt. Code 66451.2
For each additional parcel	\$121.00				Govt. Code 66451.2
Boundary Line Adjustment - Modification of Conditions	\$16.00 each				
Minor Subdivision	\$1,613.00 each				
Minor Subdivision - Revised Tentative Map (Substantive Revision)	\$274.00 each				Govt. Code 66451.2
Minor Subdivision - Modification Of Conditions	\$259.00 each				
Parcel Subdivision	\$1,806.00 each				
First 25 Lots	\$39.00 per lot				
Next 26 to 50 Lots	\$29.00 per lot				
Over 50 Lots	\$19.00 per lot				
Parcel Subdivision - Revised Tentative Map	\$387.00 each				
Parcel Subdivision - Modification Of Conditions	\$242.00 each				Govt. Code 66000
Major Subdivision	\$2,457.00 each				Govt. Code 66451.2
First 25 Lots	\$48.00 per lot				Govt. Code 66451.2
Next 26 to 50 Lots	\$32.00 per lot				
Over 50 Lots	\$24.00 per lot				Govt. Code 66451.2
Major Subdivision- Revised Tentative Map	\$404.00 each				
Major Subdivision- Modification of Conditions	\$380.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage	\$323.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage- Revised Tentative Map	\$178.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage- Modification of Conditions	\$129.00 each				
Brooktrails Boundary Line Adjustment	\$226.00 each				Govt. Code 66451.2
Plus per Parcel Fee	\$24.00 per lot				Govt. Code 66451.2
Other Planning Dept. Referral Fees (fee collected)					
Use Permit/Coastal Development Permit/Development Review (Not Adjacent to Nor Taking Access from a County Road)	\$62.00				Govt. Code 66000
Use Permit/Coastal Development Permit/Development Review (Adjacent to or Taking Access from a County Road)	\$92.00				Govt. Code 66000

Minor Use Permit/Coastal Development Permit/Development Review (Adjacent to or Taking Access from a County Road)	\$210.00				
Major Use Permit (Adjacent to or Taking Access from a County Road)	\$544.00				
General Plan Amendment	\$308.00				Govt. Code 66000
Rezone	\$151.00				Govt. Code 66000
Variance	\$92.00				
Conditional Certificate of Compliance	\$296.00				Govt. Code 66000
Preapplication Conference Fee (per hour)(by Appointment)	\$118.00				Govt. Code 66000
County Surveyor Checking Fees					
Research Assistant	\$97.00 per hour				Govt. Code 54985 / Reso. No.16-150
GIS Map	\$97.00 per hour + printing fee				Govt. Code 54985 / Reso. No.16-150
Record of Survey Map					
First Sheet	\$1,450.00				
Each Additional Sheet	\$193.00				
Record of Survey Map (Recheck)					
First Sheet	\$580.00				
Each Additional Sheet	\$97.00				
Parcel Map - Minor Subdivision					
First Sheet	\$2,514.00				Govt. Code 66451.2
Each Additional Sheet	\$387.00				Govt. Code 66451.2
Parcel Map - Minor Subdivision (Recheck)					
First Sheet	\$435.00				
Each Additional Sheet	\$145.00				
Parcel Map - Parcel Subdivision					
First Sheet	\$2,901.00				
Each Additional Sheet	\$483.00				
Parcel Map - Parcel Subdivision (Recheck)					
First Sheet	\$483.00				
Each Additional Sheet	\$145.00				
Final Map - Major Subdivision					
First Sheet	\$4,613.00				
Each Additional Sheet	\$694.00				
Final Map - Major Subdivision (Recheck)					
First Sheet	\$694.00				
Each Additional Sheet	\$501.00				
Resubdivision or Reversion to Acreage					
First Sheet	\$2,065.00				
Each Additional Sheet	\$300.00				
Resubdivision or Reversion to Acreage (Recheck)					
First Sheet	\$904.00				
Each Additional Sheet	\$203.00				
Miscellaneous Legal Description Review - County Surveyor	\$276.00				B&P Code 8726
Miscellaneous Map Review - County Surveyor	\$421.00				B&P Code 8726
Unilateral Agreement Review	\$518.00				Govt. Code 66451.2
Improvement Fees					
Basic Improvement Inspection (Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; when improvements are required, and the 'Improvement Plan' process is not specified)					
Each Inspection	\$505.00				
Each Additional Inspection	\$177.00				
Parcel Subdivision Improvement Inspection (When improvements are required, and the 'Improvement Plan' process is not specified)					
First Inspection - Each Inspection	\$387.00				
Re-inspection (+\$4 per lot)	\$177.00				
Improvement Plan: Specification Checking & Construction Inspection (Major Subdivisions, Parcel Subdivisions, Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; When improvements are required to be completed through the 'Improvement Plan' process)					
Subdivision Improvement Agreement Processing Fee	\$786.00				
Subdivision Improvement Agreement Amendment Processing Fee	\$822.00				
Subdivision Monumentation Agreement Processing Fee	\$464.00				
Subdivision Monumentation Agreement Amendment Processing Fee	\$634.00				
Subdivision Monumentation Agreement Amendment Processing Fee	\$276.00				
Road and Transportation Fees					
County Highway Encroachment Permit Fees					
Residential Driveway Approach	\$663.00				
Commercial Driveway or Private Road Approach	\$777.00				
County Highway Encroachment Permit Fees - Field Entrance	\$444.00				
Excavation Permit (50 feet or less)	\$774.00				
Excavation Permit (more than 50 feet)	\$1,001.00				
Add per foot over 100 feet	\$1.00				
Minor Pavement Patch/Repair (Up to 50 square feet)	\$270.00				SHC Section 1464
Major Pavement Patch/Repair (Over 50 square feet)	\$600.00				SHC Section 1464
Additional Permit Inspection (More than 3) per hour rate	\$108.00				SHC Section 1464

Minor Miscellaneous Permit	\$404.00				SHC Section 1464
Miscellaneous Permit	\$545.00				
Annual Permit (Utilities and Special Districts)	\$1,003.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, existing pole, each, initial installation	\$484.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, new pole, each, initial installation	\$635.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, Annual Permit Time Extension	\$427.00				
	\$156.00				
Transportation Permit Fees					
Standard Permit	\$122.00				
Annual/Repetitive Permit	\$243.00				
Road Closure Requests					
Standard Road Closure Request Fee (One-time, first-time, or recurring events, which differ substantially from previously occurring event)	\$790.00				
Recurring Road Closure Request Fee (Recurring events substantially the same nature as previous event)	\$329.00				
Road Name Change Petition Fee					
Up to 10 properties	\$2,794.00				
Per 10 additional properties	\$177.50				
Per 1 additional hour of travel	\$97.00				
Per each additional sign	\$146.00				
Road Vacation Petition Fee					
Up to 10 properties	\$2,803.00				
Summary Vacation	\$2,423.00				
Per 10 additional properties	\$195.00				
Per 1 additional hour of travel	\$97.00				
Per each additional sign	\$146.00				
Airport Use Fees					
Little River Airport					
Tie-down, Under 12,500 lbs, Single Engine, per Night	\$8.00				
Tie-down, Under 12,500 lbs, Single Engine, per Month	\$120.00				
Tie-down, Under 12,500 lbs, multi-engine/jet, per Night	\$15.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Under 12,500 lbs, Multi-engine/jet, per Month	\$225.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Over 12,500 lbs, Single Engine, per Night	\$20.00				
Tie-down, Over 12,500 lbs, Single Engine, per Month	\$300.00				
Tie-down, Over 12,500 lbs, multi-engine/jet, per Night	\$30.00				
Tie-down, Over 12,500 lbs, Multi-engine/jet, per Month	\$450.00				
Private Portable Hangar, Single Engine, per Month	\$110.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Light Twin, per Month	\$115.00				
Private Portable Hangar, Heavy Twin, per Month	\$130.00				
Hangar Rental, Metal, Single Engine, per Month	\$220.00				MCC § 8.64, Reso. No. 11-074
Hangar Rental, Metal, Light Twin, per Month	\$290.00				
Hangar Rental, Small Wooden, per Month	\$220.00				MCC § 8.64, Reso. No. 11-074
Hangar Rental, Large Wooden, per Month	\$290.00				MCC § 8.64, Reso. No. 11-074
Vehicle Parking, Automobile, per Month	\$35.00				
Vehicle Parking, Automobile, per Year	\$350.00				
Vehicle Parking, Recreational Vehicle, per Month	\$50.00				
Vehicle Parking, Recreational Vehicle, per Year	\$500.00				
Billboard Rental, Space, per Year	\$40.00				
Landing Fee, Large Aircraft (from 12,000 lb. up to and including 20,000 lb. landing weight)	\$100.00				MCC § 8.64, Reso. No. 14-144
Landing Fee, Large Aircraft (≥ 20,000 lbs. landing weight)	\$150.00				MCC § 8.64, Reso. No. 14-144
Jet Parking, Per Night	\$150.00				MCC § 8.64, Reso. No. 14-144
Transient Hangar Parking, per night	\$20.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar Agreement Transfer Fee	\$588.00				MCC § 8.64, Reso. No. 11-074
After Hours/Call-Out Fee	\$125.00/hr				MCC § 8.64
Round Valley Airport Fees					
Hangar Rental, Metal, Single Engine, per Month	\$110.00				MCC § 8.64, Reso. No. 16-150
Private Portable Hangar, Single Engine, per Month	\$40.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Light Twin, per Month	\$55.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Heavy Twin, per Month	\$90.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar Agreement Transfer Fee	\$550.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Single Engine, per Night	\$7.00				
Tie-down, Light Twin, per Night	\$10.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Heavy Twin, per Night	\$15.00				MCC § 8.64, Reso. No. 11-074
Photocopy and Print Fees					
Photocopy (up to 8 1/2" x 14"), per page	\$0.10				
Photocopy (11" x 17"), per page	\$0.20				
Blue Print or Photocopy (up to 24" x 36"), per page	\$3.50				Govt. Code 54985, Reso. No. 16-150
Reproducible Vellum Copy (up to 24" x 36"), per page	\$4.50				Govt. Code 54985
Solid Waste					
Solid Waste Collection Franchise Fee	12% of Gross Adjusted Revenue (GAR)				MCC § 9A.20.040
Treasurer-Tax Collector					
Returned Check	\$25.00				GC 6157
Payment Plan Processing Fee	\$60.00				R&T 2922 (e)
Research Fee	\$72.00				GC 54985
Cost Charge	\$20.00				R&T 2621/2922 (e)
Outdoor Festival (per day)	\$175.00				6.16.40
Business License	\$40.00				6.04 ORD 4200
Cannabis Facilities Business License	\$60.00				6.36 ORD 4394

Release of Lien Fee	\$20.00				GC 6157
Water Agency					
See Planning & Building Services					
Cannabis Management Unit					
Cannabis Administrative Permit	\$1,548.08				MCC 22.18
Cannabis Minor Use Permit	\$2,681.06				MCC 22.18
Cannabis Minor Use Renewal/Modification	\$2,390.76				MCC 22.18
Cannabis Major Use Permit	\$4,974.86				MCC 22.18
Cannabis Major Use Renewal/Modification	\$4,035.83				MCC 22.18
Cannabis Variance	\$2,251.59				
Cannabis Business Tax Appeal - Administrative Fee	\$182.00				
Cannabis Business Tax Appeal - Hearing Fee	\$5,959.00				
10A.17 - Initial Application Review, Inspection, & Issuance Fee. Plus, actual time and inspection fee as applicable and IRS Mileage Rate.	\$2,984.00				10A.17
10A.17 Annual Permit Renewal Fee - Application Review, Inspection, & Issuance Fee. Plus, actual time as applicable and IRS Mileage Rate.	\$1,658.00				10A.17
10A.17 Modification Application Fee - Application Review & Issuance Fee. Plus, actual time and inspection fee as applicable.	\$806.00				10A.17
10A.17 Cannabis Permit Transfer Fee - Application Review and Issuance Fee. Plus actual time as applicable.	\$318.00				10A.17
Cannabis Pre-Application Conference	\$372.00				
Special Inspection Fee + IRS Mileage Rate	\$740.00				
Special Inspection Fee - Virtual	\$111.00				
Program Hourly Fee	\$90.00				
10A.17 Appeal of Application Denial - Department Review	\$1,815.00				Ordinance 4514 Amending Chapter 10A.17, Reso No. 22- 243
10A.17 Appeal of Application Denial - Appeal Hearing	\$5,961.00				Ordinance 4514 Amending Chapter 10A.17, Reso No. 22-243
Following Fee	\$215.00				
NAS Fee	\$55.00				
Non-Cult Fee	\$55.00				

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

Account Number: 3513872
Ad Order Number: 0006888539
Customer's Reference Ordered by Dylan Knowles on 3/31/2025 Willits News
/ PO Number:

Publication: The Willits News

Publication Dates: 04/05/2025

Amount: \$110.41

Payment Amount: \$110.41 Payment Method: Credit Card

Invoice Text: Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Mendocino County Board of Supervisors will conduct a public hearing on Tuesday, April 22, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, to consider adoption of proposed fee modifications to the 2025 Master Fee Schedule for various County departments, based upon the cost of providing specific County services. This meeting will be held both in the Board of Supervisors Chambers, 501 Low Gap Road, Room 1070, Ukiah, California, and virtually attendance will be available via Zoom (pursuant to Government Code section 54953(e)(1)(A)).

Pursuant to Title 14, Section 15273(a)(1) of the California Code of Regulations, said fees are exempt from the California Environmental Quality Act (CEQA).

Meetings are live streamed and available for viewing online on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo>, or by toll-free, telephonic live stream at 888-544-8306.

In lieu of personal attendance, the public may participate digitally in any of the following ways: via written comment to bos@mendocinocounty.org, through our online eComment platform at <https://mendocino.legistar.com/Calendar.aspx>, through voicemail messaging by calling 707- 234-6333, or by telephone via telecomment. Information regarding telecomment participation can be found at: <https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>.

A copy of the proposed fee modifications will be available for review on April 6, 2025 in the County Executive Office, 501 Low Gap Road, Room 1010, Ukiah, CA. For further information, call (707) 463-4441.
DARCIE ANTLE
CLERK OF THE BOARD 4-6/25

The Willits News

415 Talmage Road Suite A
Ukiah, CA. 95482
legals@willitsnews.com

3513872

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

PROOF OF PUBLICATION

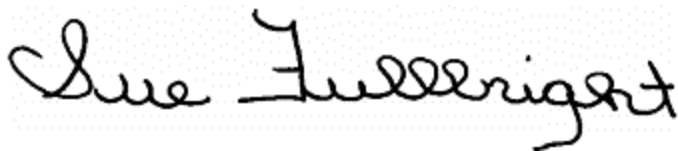
STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Willits News, a newspaper of general circulation, printed and published Every Wednesday and Saturday in the City of Willits, California, County of Mendocino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, in the year 1903, Case Number 9150; that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

04/05/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Willits, California this 7th day of April, 2025.



Signature

Legal No. **0006888539**

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DARCIE ANTLE
CLERK OF THE BOARD 4-6/25

Ukiah Daily Journal

415 Talmage Road Suite A
Ukiah, CA. 95482
legals@ukiahdj.com

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

Account Number: 3513872

Ad Order Number: 0006888534

Customer's Reference Ordered by Dylan Knowles on 3/31/2025 for UDJ
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DARCIE ANTLE
CLERK OF THE BOARD 4-6/25

Ukiah Daily Journal

415 Talmage Road Suite A
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3513872

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

PROOF OF PUBLICATION (2015.5 C.C.P.)

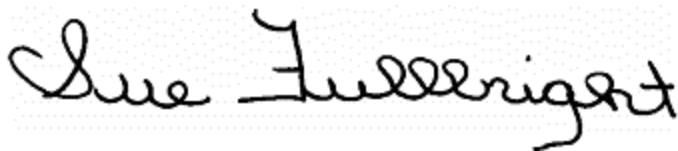
STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/06/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
April 7th, 2025



Sue Fullbright, LEGAL CLERK

Legal No. **0006888534**

Notice of Public Hearing

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DARCIE ANTLE
CLERK OF THE BOARD 4-6/25



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
www.mendocinocounty.gov/pbs

MEMORANDUM

DATE: April 22, 2025
TO: The Honorable Board of Supervisors
FROM: Julia Krog, Director *Julia Krog*
SUBJECT: Fee Hearing Justification and Information

INTRODUCTION

The Mendocino County Planning and Building Services Department remains committed to improving efficiency and streamlining processes to better serve the public, in alignment with the direction provided by the Board of Supervisors. As part of these ongoing efforts, we are proposing updates to our fee schedule to ensure greater equity, transparency, and cost recovery while enhancing customer service. Key elements of this update include shifting Building Division fees to a primarily job cost valuation-based model, simplifying the fee structure for fairness among applicants; adjusting Planning Division fees to incorporate more billable hours to support cost recovery without imposing steep rate increases; and increasing the Records Management Fee to help fund a modern, customer-focused permitting software system. This upgraded system will provide an intuitive online permitting process, real-time updates, and improved communication capabilities. These proposed adjustments aim to create a more efficient, equitable, and sustainable approach to service delivery.

BACKGROUND

The Board of Supervisors has directed the Planning and Building Services Department to structure its fee schedule to better recover the costs associated with permit processing after streamlining operations. In response, the Department is focused on aligning fees with the actual costs incurred in reviewing and processing construction permits through the Building Division and discretionary permits through the Planning Division. However, the Department also provides several essential services that do not fit neatly within a fee-based model. These include the operations of the Code Enforcement Division, the availability of a Planner and Building Inspector of the Day to assist the public with inquiries and application navigation, and administrative support for various Boards and Commissions. Historically, the costs of these services have not been covered by applicant fees but have instead been funded through the County's General Fund. As the Department refines its cost-recovery approach, balancing fee adjustments with the need to maintain these critical public services remains a key consideration.

CODE ENFORCEMENT

Overall, the Code Enforcement Division is **not** requesting any update to the fee schedule.

The primary objective of the Code Enforcement Division is to achieve code compliance through education, outreach, and corrective action rather than relying on punitive citations or fees as a means of cost recovery. While Mendocino County Code Section 18.08.030 authorize the use of fees to offset enforcement costs—including staff education—these fees are incorporated into the fee schedule but recover only a small fraction of the Division's overall budget. The majority of Code Enforcement efforts are funded through the County's General Fund, ensuring that the Division remains focused on achieving voluntary compliance, resolving community concerns, and promoting public safety rather than generating revenue.

BUILDING DIVISION

Overall, the Building Division is requesting a fee schedule that represents an approximate average **decrease** of 12% in applicant cost.

The Building Division is proposing to significantly reduce individual fee line items and move to most fees based on job cost valuation. Using job cost valuations as the basis for building permit fees in a California County jurisdiction is both legal and beneficial. This approach aligns with California Government Code section 66014 and California Health and Safety Code section 17951, which allow local governments to establish fees that reflect the reasonable cost of providing services. Several Northern California counties, including Siskiyou, Santa Cruz, and Santa Clara, use this method, calculating fees based on total project valuation to ensure proportionality. By scaling fees according to project scope, this system fairly distributes costs, prevents smaller projects from subsidizing larger developments, and ensures adequate funding for inspections, plan reviews, and administrative services.

New Fee Highlights:

- Permit Record Update Fee – A fee for administrative tasks that do not require revisions to plans, such as the transfer of permit to new owner.
- Fort Bragg specific Special Inspection Fee – A new fee for special inspections in the Fort Bragg area.

PLANNING DIVISION

Overall, the Planning Division is requesting a fee schedule that represents an approximate average **increase** of 12% in applicant cost.

The Planning Division aims to minimize permit fee increases to avoid stifling economic development and discouraging housing production by imposing excessive financial barriers on builders and developers. Rather than implementing a steep fee increase to offset operational costs, the Division proposes maintaining a fee model that incorporates billable hours rather than solely flat fees. This approach ensures that applicants are charged only for the actual time and resources required to process their projects over the base fee amount, promoting fairness and cost-effectiveness. Additionally, this method aligns with California Government Code section 66014, which mandates that fees for services, such as permit processing, must not exceed the estimated reasonable cost of providing those services. Several Northern California counties, including Mono, Sonoma, Napa, and Sacramento, utilize a similar time and materials fee structure, requiring applicants to submit deposits toward the actual costs incurred during permit processing, with additional fees assessed as necessary. This structure not only ensures compliance with state law but also enhances transparency, making the permitting process more predictable and tailored to individual project needs.

The Planning Division has recently adjusted its base fees from the data produced in the latest time studies, which indicate that increasing regulatory requirements continue to outpace the Division's ability to streamline processes. While these time studies will become increasingly accurate as the sample size grows, initial findings highlight the need to capture more staff time for certain projects and less staff time for others to recover actual costs effectively. The cost-for-services model mirrors the approach used by the Building Division, ensuring a more equitable distribution of fees by invoicing applicants only when necessary to cover the cost of more complex projects. Furthermore, the Department anticipates that advances in permitting software and digital processing will help reduce staff time per application, ultimately decreasing the need for extensive cost recovery in the near future. By investing in modern technology and refining efficiency strategies, the Division remains committed to balancing fiscal responsibility with the County's development goals.

New Fee Highlights:

- Coastal Development Permit (CDP) Administrative Immaterial Modification Fee – A fee for modification projects that do not require a public hearing.
- CDP Administrative Material Modification Fee – A fee for modification projects that require a public hearing.
- CDP Standard Immaterial Modification Fee – A fee for modification projects located in appealable areas

that do not require a public hearing.

- CDP Assignment Fee – A fee to cover staff time with reassigning an approved Coastal Development Permit to a new owner.
- Town of Mendocino Single Unit Rental/Vacation Home Rental Waiting List Fee – A fee to cover staff time associated with updating and maintaining the waiting list for single unit rentals/vacation home rentals in the Town of Mendocino.
- Mendocino Historical Review Board (MHRB) Sign Copy Change or Single Business Sign Fee – A fee that previously existed in the Department fee schedule but was erroneously deleted by the Executive Office in preparing the December 2023 update to the Master Fee Schedule.
- Use Permit - Room and Board Fee – A reduced fee from the typical use permit fee for short-term rentals.
- Use Permit - Room and Board Renewal/Modification Fee – A reduced fee from the typical use permit modification fee for short term rentals.
- Planning Consultation Fee – A fee to cover staff time for consultations at the front counter that may require more in-depth conversation with planning staff.
- Cannabis Facilities Business License Review Fee – A fee that previously existed in the Department fee schedule but was consolidated with the typical business license review fee but is now being separated again to ensure more accurate and equitable recovery of staff time.

DEPARTMENT WIDE

The Department is requesting a substantial increase to the Records Management Fee to offset the significant costs associated with transitioning from a paper-based system to a fully digital records management system and updating the County's permitting software. This investment includes converting decades of physical records into a digital format and implementing a modern, customer-friendly portal that provides real-time updates, improves application tracking, and enhances communication between applicants and staff. While the upfront cost of this transition is substantial, the long-term benefits are considerable. A digital system increases efficiency, reducing staff time spent retrieving and managing paper files, minimizing processing delays, and ensuring more accurate record-keeping. For customers, the improvements mean greater transparency, easier access to permitting information, and a streamlined application experience with fewer in-person visits required. Ultimately, while there is a cost to modernizing these systems, the result will be a more efficient, responsive, and accessible Planning and Building Services Department that better serves the public and supports the County's long-term development goals and the Strategic Plan.

The Department has requested to implement a fee coding system to ensure that customers and staff can easily correlate the fee approved in the Board of Supervisors approved Fee Schedule with what the Department is invoicing.

CONCLUSION

The proposed fee schedule updates reflect the Department's commitment to fairness, efficiency, and sustainability in serving the residents of Mendocino County. By transitioning the Planning Division to include more of the billable hours model, we ensure that applicants are charged based on actual staff time, preventing unnecessary financial burdens while maintaining cost recovery. The Building Division's shift to a job cost valuation fee model promotes a more equitable and straightforward structure for applicants of all project sizes. Additionally, the Department continues to provide essential public services beyond permit processing, including Code Enforcement, support for various Boards and Commissions, and public assistance programs, all of which enhance the safety and quality of life in our communities. Our goal is to support sustainable development while acknowledging the unique rural character of Mendocino County and the economic challenges faced by its residents. By modernizing our records management system and aligning fees with the actual time and resources required for each project, we create a transparent, predictable, and fair permitting process that encourages growth, investment, and long-term prosperity in our communities.



**Public Health Department
of Mendocino County**
Healthy People, Healthy Communities



Environmental Health

Ukiah Office
860 N. Bush St.
Ukiah, CA 95482
Phone: 707-234-6625

Fort Bragg Office
120 W. Fir St.
Fort Bragg, CA 95437
Phone: 707-961-2714

Date: April 16, 2025
To: CEO Budget Team
From: Marlayna Duley, EH
Subject: Environmental Health Fees

The revised fee worksheet presented today is the result of the CEO Fiscal Team coordinating with departments to standardize the process of developing a fee based upon a common methodology. Previously each department had discretion in developing fees and as a result the approaches differed greatly across departments. This new approach will be applied to all department fees based upon anticipated units of service and current time studies. This new methodology provides increased transparency and consistency. Upon Board adoption of the final budget adjustments to the fees will be brought to the following fee hearing.

In addition to providing directions on the alternate approaches to indirect personnel costs the Board is asked to identify appropriate funding sources for the budget shortfall realized by the division.

The division has implemented a re-distribution of the administrative costs based upon the use of the services rather than an equal percentage distributed across all orgs. As a result, the LEA fees decreased, and the Consumer Protection fees increased.

The fees presented today are based upon an estimated budget for FY 25/26 with anticipated salary increases per union contracts and a total of 16 FTE. They are also based on the salary rate of the most cost-effective incumbent the division anticipates providing the services this next FY.

LEA Fees

The LEA program is staffed with 1 FTE and is responsible for the solid waste facilities, composting operations, landfills, and wood bark facilities. In 2024 the division conducted an extensive time study of this program. Due to its nature there was an opportunity to track the times spent providing services in more detail. For example, the total drive time for each individual facility was tracked and used compared to a county-wide average drive time. The 2024-time study was also able to realize efficiencies with the implementation of the State SWIS portal for records management.

Previous fees attributed 25% of the administrative costs of the division to the LEA fees. In coordination with the CEO fiscal team this approach has been replaced with a distribution based upon the actual use of administrative services. This resulted in an approximate reduction of 24% of the overall administrative costs being attributed to the LEA fees. As a result, there are significant reductions to the fees supporting this program. The majority of these costs were redistributed to the Consumer Protection fees as that program utilizes the majority of administrative services.

Consumer Protection Fees

The Cottage Food and Farmers' Market fees are being brought forward to the Board to re-certify the use of realignment funds to subsidize them to the following permit costs:

Cottage Food A - \$94

Cottage Food B - \$199

Farmers' Market - \$0

Per previous Board direction there was to be no change in these fees from the Spring 2023 fees which is what the totals above represent. Previously the Board directed the difference in the cost of the service and this base rate be made up with Public Health Realignment funds.

As mentioned above the redistribution of administrative costs raised consumer protection fees. Both the time studies and units of service were updated in 2024 and applied to the proposed consumer protection fees.

HazMat Fees

The Hazmat fees were last updated in December 2023. The proposed fees are based upon updated staffing levels, a new time study, and updated anticipated units of service. The time study conducted realized significant efficiencies brought about primarily by the digitization of all aspects of the program. For example, in the past staff conducted inspections on paper and completed double entry into the division portal as well as the States'. Staff now conduct inspections on-site with tablets that upload directly to the division & State reporting systems. This has resulted in a significant decrease throughout the series.

Land Use

The land use program fees are fluctuating both up and down with an overall trend of an increase across the entire series. The anticipated units of service from the Planning & Building services land use applications were developed in collaboration with PBS for increased accuracy.



COUNTY OF MENDOCINO

Executive Office

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@mendocinocounty.gov
Website: www.mendocinocounty.gov

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

MEMORANDUM

Date: April 22, 2025

To: Honorable Board of Supervisors

From: Darcie Antle, Chief Executive Officer

Subject: April 22, 2025 Fee Hearing

BACKGROUND

Pursuant to County Policy No. 47, Master Fee Schedule Policy, on a date approved by the Chief Executive Officer, or designee, for a request for fee modification outside the normal fee hearing process, the Board conducts a Public Hearing and acts upon all fee requests submitted by the department. The Department Head, or a Representative must be present for the Public Hearing.

Upon adoption by the Board of Supervisors of the resolution of the Master Fee Schedule, (Exhibit X), or amendment to the resolution of the Master Fee Schedule, the Executive Office shall post the original Master Fee Schedule, (Exhibit X), or amendments to the Master Fee Schedule, (Exhibit X), on the County's website. The Executive Office shall update the Master Fee Schedule with the last revised or adopted date and Resolution number for fees that have been adopted, modified, or changed on an annual, or no more than semi-annual basis.

The proposed fee changes reflect the ongoing efforts of all departments and offices to recover costs as authorized by law, and ensure fees are based on time studies, per Board direction. The proposed changes using the model with a supervision rate, are projected to bring a reduction of \$135 thousand in revenues for Planning and Building Services, a reduction of \$633 thousand in Environmental Health, and a reduction of \$190 thousand in Land Improvement. While there is an overall reduction in revenue to the County, there are fees that are significantly increasing. Staff is looking for direction to step up fees over two years for those fees with increases greater than 50%, with percentage increase split evenly over two years, and with year two being added to the outcome from that year's analysis. For example, a fee increasing 60% would increase 30% in year one, and 30% in year two would be added to the outcome for that year.

Fees that are being reviewed for adoption and/or revision can be found on the April 2025 Proposed Fee Change Memo.

RESOLUTION NO. 25-

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS,
SUPERSEEDING RESOLUTION NO. 24-174 ADOPTED ON DECEMBER 17, 2024
MODIFYING THE MASTER FEE SCHEDULE (EXHIBIT X) USING FULL COST RECOVERY
METHODOLOGY FOR FEES**

WHEREAS, pursuant to Mendocino County Policy No. 47, and consistent with Government Code §66016 and other applicable law, the Board of Supervisors of the County of Mendocino, State of California, may establish and amend certain fees or service charges based on the cost of providing various services, subject to legal requirements; and

WHEREAS, unless otherwise required by law, all new or revised fees will be effective on June 21, 2025 for all departments pursuant to Government Code §66019; and

WHEREAS, the fee request modifications set forth in the referenced Fee Justification Charts, have been determined by the Auditor-Controller / Treasurer-Tax Collector not to exceed the cost of providing the actual specific County services, or enforcing the regulation in which the fee is levied, including fees imposed pursuant to Government Code §66014(a); and

WHEREAS, notice of the public meeting has been published and proposed fee information has been mailed or made available 14 days in advance to any interested party who filed a request with the Clerk of the Board for mailed notice of the meeting on this matter pursuant to Government Code § 66019; and

WHEREAS, pursuant to Title 14, §15273(a)(1), of the California Code of Regulations, the modification of, and adoption of, said fees are found to be exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the Board of Supervisors has determined to exercise its authority by adopting the fee modifications for the departments referenced in the supporting documents, superseding Resolution No. 24-174 and amending the Mendocino County Master Fee Schedule, incorporating these modifications in the Master Fee Schedule Exhibit X, to be effective June 21, 2025; the Chief Executive Officer, or designee, shall be authorized to make the adopted modifications to the Master Fee Schedule Exhibit X and make available the amended Mendocino County Master Fee Schedule Resolution with Exhibit X, for public distribution on the County website.

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

AYES:
NOES:
ABSENT:

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

ATTEST: DARCIE ANTLE
Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

Deputy

25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

RESOLUTION NO. 25-072

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS, SUPERSEEDING RESOLUTION NO. 24-174 ADOPTED ON DECEMBER 17, 2024 MODIFYING THE MASTER FEE SCHEDULE (EXHIBIT X)

WHEREAS, pursuant to Mendocino County Policy No. 47, and consistent with Government Code §66016 and other applicable law, the Board of Supervisors of the County of Mendocino, State of California, may establish and amend certain fees or service charges based on the cost of providing various services, subject to legal requirements; and

WHEREAS, unless otherwise required by law, all new or revised fees will be effective on June 21, 2025 for all departments pursuant to Government Code §66019; and

WHEREAS, the fee request modifications set forth in the referenced Fee Justification Charts, have been determined by the Auditor-Controller / Treasurer-Tax Collector not to exceed the cost of providing the actual specific County services, or enforcing the regulation in which the fee is levied, including fees imposed pursuant to Government Code §66014(a); and

WHEREAS, notice of the public meeting has been published and proposed fee information has been mailed or made available 14 days in advance to any interested party who filed a request with the Clerk of the Board for mailed notice of the meeting on this matter pursuant to Government Code § 66019; and

WHEREAS, pursuant to Title 14, §15273(a)(1), of the California Code of Regulations, the modification of, and adoption of, said fees are found to be exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the Board of Supervisors has determined to exercise its authority by adopting the fee modifications for the departments referenced in the supporting documents, superseding Resolution No. 24-174 and amending the Mendocino County Master Fee Schedule, incorporating these modifications in the Master Fee Schedule Exhibit X, to be effective June 21, 2025; the Chief Executive Officer, or designee, shall be authorized to make the adopted modifications to the Master Fee Schedule Exhibit X and make available the amended Mendocino County Master Fee Schedule Resolution with Exhibit X, for public distribution on the County website.

The foregoing Resolution introduced by Supervisor Norvell, seconded by Supervisor Mulheren, and carried this 22nd 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 19, 2025

TO: Mendocino County Board of Supervisors

FROM: Jason Wise, Deputy Director of Transportation – Land Improvement
Department of Transportation

SUBJECT: April 2025 Fee Hearing – Department of Transportation

This fee schedule submission for the Land Improvement Division of the Department of Transportation reflects the latest instruction from the Board of Supervisors and is the most accurate for current staff, hours, and workload.

Map & Surveyor Fees

This section encompasses fees related to the division and development of land in the County, mostly from minor subdivisions, boundary line adjustments, and records of survey. With the long-term map checker retired and a new map checker employed, along with efficiencies in processes, costs have dropped significantly.

Road / Transportation Fees

These fees cover permitting and inspection for work done by the public within the County right-of-way, including driveways, utility work, and oversized load permits. It also deals with road name changes and road vacations. This category has a small increase (~10%) due to increased wage rates. There are also new fees for small cellular towers placed in the County right-of-way and for a field entrance, which are new connections from a private parcel to the County road, such as access to a vineyard for harvesting or the backside of a ranch, and which are rarely used.

Fees Collected by Planning & Building Services (PBS)

PBS will refer development documents to Transportation related to development that may impact County roads, such as Coastal Development permits, zoning modifications, and boundary line adjustments. These fees cover staff time to review these developments and comment on conditions for compliance with County development standards. These fees have decreased because of more efficient processes.

Proposed Fee Changes-April 22, 2025

Fee Increase	Red text represents fees with an increase greater than 50%
Fee Reduction	Requesting direction to staff to step up fees over two years for those fees with increases greater than 50%,
Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
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Round Valley Airport

The Department of Transportation has reviewed all processes and proposes these fees based on ownership and type of hangar, along with type of aircraft utilizing the hanger.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
Hangar Rental, Metal, Single Engine, per Month	\$220.00	\$110.00	-50.0%	\$110.00	-50.0%	

Behavioral Health

Behavioral Health has reviewed all processes and proposes these fees based on CalAim reform and in compliance with Department of Health Care Services Guidelines.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
		County BHRS Medi-Cal Hourly Rates		County BHRS Medi-Cal Hourly Rates		
		County Contracted Provider Hourly Rates		County Contracted Provider Hourly Rates		
Hourly Rates by Practitioner Type						
Psychiatrist/ Contracted Psychiatrist		1,472.72		1,472.72		New Fee Structure
Physicians Assistant		660.51		660.51		New Fee Structure
Nurse Practitioner		732.35		732.35		New Fee Structure
RN		598.20		598.20		New Fee Structure
Psychologist/Pre-licensed Psychologist		592.28		592.28		New Fee Structure
LVN		314.25		314.25		New Fee Structure
LPHA		383.28		383.28		New Fee Structure
LCSW		383.28		383.28		New Fee Structure
Licensed Psychiatric Technician		269.40		269.40		New Fee Structure
Mental Health Rehab Specialist		288.36		288.36		New Fee Structure
Other Qualified Providers		288.36		288.36		New Fee Structure
Mobile Crisis Rates		County		County		
		Contractor		Contractor		
Crisis per Encounter		3,460.84		3,460.84		New Fee Structure
Transportation, Staff Time, per 15 Minute Unit		83.96		83.96		New Fee Structure
Transportation , per mile		0.67		0.67		New Fee Structure
Day Rates						
Therapeutic Foster Care			\$314.03		\$314.03	New Fee Structure
Crisis Residential Treatment			\$429.00		\$429.00	New Fee Structure

Environmental Health

Environmental Health has reviewed all processes and proposes these fees based on actual time study documentation and Board of Supervisors direction.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
Body Art Program Fees						
Body Art Facility	\$157.00	\$191.00	21.7%	\$316.00	101.3%	
Practitioner Registration	\$78.00	\$103.00	32.1%	\$170.00	117.9%	
Mobile Body Art Facility	\$130.00	\$161.00	23.8%	\$267.00	105.4%	
Temporary Body Art Facility	\$111.00	\$138.00	24.3%	\$226.00	103.6%	
Plan Review, Major	\$289.00	\$325.00	12.5%	\$533.00	84.4%	
Plan Review, Minor	\$165.00	\$187.00	13.3%	\$307.00	86.1%	
Cannabis Fee						
Initial Cannabis Review	\$148.00	\$238.00	60.8%	\$393.00	165.5%	
Cannabis Facility Business License Review (EHHAZ)	\$198.00	\$153.00	-21.7%	\$260.00	31.3%	

Proposed Fee Changes-April 22, 2025

Fee Increase	Red text represents fees with an increase greater than 50%
Fee Reduction	Requesting direction to staff to step up fees over two years for those fees with increases greater than 50%,
Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
Cottage Food Fees							
	Class A Registration	\$94.00	\$335.00	256.4%	\$561.00	496.8%	
	Class B Permit	\$199.00	\$507.00	154.8%	\$843.00	323.6%	
Food Establishment Fees							
	Restaurant & Bar over 650 square feet	\$888.00	\$1,122.00	26.4%	\$1,869.00	110.5%	
	Restaurant & Bar under 650 square feet	\$888.00	\$963.00	8.4%	\$1,604.00	80.6%	
	Restaurant over 650 square feet	\$752.00	\$858.00	14.1%	\$1,430.00	90.2%	
	Restaurant under 650 square feet	\$506.00	\$594.00	17.4%	\$990.00	95.7%	
	Satellite School Kitchen	\$597.00	\$694.00	16.2%	\$1,155.00	93.5%	
	School Kitchen	\$416.00	\$483.00	16.1%	\$803.00	93.0%	
	Bed & Breakfast	\$254.00	\$362.00	42.5%	\$604.00	137.8%	
	Continental Breakfast Only	\$290.00	\$407.00	40.3%	\$679.00	134.1%	
	Bars	\$427.00	\$493.00	15.5%	\$821.00	92.3%	
	Food Establishment Permit Low Risk Minimal - Limited Food Preparation	\$597.00	\$635.00	6.4%	\$1,033.00	73.0%	
	Seasonal Restaurant (6 months or less)	\$446.00	\$520.00	16.6%	\$865.00	93.9%	
	Mobile Food Preparation Unit	\$690.00	\$787.00	14.1%	\$1,310.00	89.9%	
	Temporary Food Facility: Temporary Hazardous Food Booth (submitted 5 or more days prior to the event)	\$92.00	\$126.00	37.0%	\$209.00	127.2%	
	Temporary Food Facility: Temporary Hazardous Food Booth (submitted less than 5 days before the event)	\$95.00	\$151.00	58.9%	\$234.00	146.3%	
	Temporary Food Facility: Three or more events per year	\$101.00	\$183.00	81.2%	\$304.00	201.0%	
	Temporary Non-Hazardous Food Facility: Prepackaged Only	\$73.00	\$93.00	27.4%	\$156.00	113.7%	
	Temporary Non-Hazardous Food Booth: Three or more events per year Prepackaged Only	\$77.00	\$106.00	37.7%	\$177.00	129.9%	
	Temporary Non-Hazardous Food Booth: (submitted at least 5 days prior to the event)	\$76.00	\$104.00	36.8%	\$174.00	128.9%	
	Temporary Non-Hazardous Food Booth (submitted less than 5 days before the event)	\$80.00	\$125.00	56.3%	\$195.00	143.8%	
	Temporary Non-Hazardous Food Facility: Three or more events per year	\$101.00	\$134.00	32.7%	\$223.00	120.8%	
	Catering Kitchen (not covered in other fee category)	\$396.00	\$466.00	17.7%	\$773.00	95.2%	
	Catering in a Permitted Facility	\$324.00	\$379.00	17.0%	\$626.00	93.2%	
	Bakery	\$792.00	\$908.00	14.6%	\$1,513.00	91.0%	
	Bakery with Units (Deli / Restaurant / etc.)	\$884.00	\$1,019.00	15.3%	\$1,699.00	92.2%	
	Large Retail Market (over 10,000 square feet)	\$1,172.00	\$1,022.00	-12.8%	\$1,703.00	45.3%	
	Large Retail Market (over 10,000 square feet) with units	\$1,448.00	\$1,813.00	25.2%	\$3,022.00	108.7%	
	Medium Retail Market (over 2,000 square feet but under 10,000 square feet)	\$649.00	\$732.00	12.8%	\$1,219.00	87.8%	
	Medium Retail Market (over 2,000 square feet but under 10,000 square feet) with units	\$649.00	\$758.00	16.8%	\$1,263.00	94.6%	
	Small Retail Market (under 2,000 square feet including units)	\$649.00	\$705.00	8.6%	\$1,175.00	81.0%	
	Mobile Food Facility (Vehicles)	\$602.00	\$696.00	15.6%	\$1,159.00	92.5%	
	Mobile food facility - Category A (Prepackaged Only)	\$324.00	\$389.00	20.1%	\$648.00	100.0%	
	Mobile food facility - Category B (Limited food preparation)	\$602.00	\$600.00	-0.3%	\$999.00	65.9%	
	Mobile food facility - Category C (High risk food preparation)	\$690.00	\$808.00	17.1%	\$1,347.00	95.2%	
	Farmers Market	\$0.00	\$301.00		\$503.00		
	Produce Stand/Produce Truck	\$306.00	\$359.00	17.3%	\$596.00	94.8%	
	Low Risk Minimal Food (includes small school kitchens)	\$319.00	\$386.00	21.0%	\$643.00	101.6%	
	Plan Review, Major	\$753.00	\$882.00	17.1%	\$1,465.00	94.6%	
	Plan Review, Minor	\$466.00	\$520.00	11.6%	\$864.00	85.4%	
	Vending Machines, per year (9.08.150 MCC): 1-10 Machines	\$189.00	\$234.00	23.8%	\$386.00	104.2%	
	Vending Machines, per year (9.08.150 MCC): 11 or more Machines	\$294.00	\$386.00	31.3%	\$643.00	118.7%	
	Organized Camps	\$320.00	\$519.00	62.2%	\$861.00	169.1%	
	Community Event Application (less than 15 vendors)	\$249.00	\$305.00	22.5%	\$508.00	104.0%	
	Community Event Late Application (less than 15 vendors)	\$254.00	\$366.00	44.1%	\$569.00	124.0%	
	Community Event Application (15 or more vendors)	\$249.00	\$305.00	22.5%	\$508.00	104.0%	
	Community Event Late Application (15 or more vendors)	\$254.00	\$442.00	74.0%	\$688.00	170.9%	
	Food Handler Certification Class with book	\$136.00	\$139.00	2.2%	\$232.00	70.6%	
	Food Handler Certification (exam only)	\$129.00	\$172.00	33.3%	\$288.00	123.3%	
	Food Handler Certification Class Only	\$80.00	\$132.00	65.0%	\$221.00	176.3%	
	Additional Fee for Private On-site Water System	\$125.00	\$178.00	42.4%	\$294.00	135.2%	
Water Program Fees							

Proposed Fee Changes-April 22, 2025

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Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
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Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
	State Small Water System Operational Permit	\$467.00	\$554.00	18.6%	\$921.00	97.2%	
	Green Emissions Reduction Fees						
	Green Emissions Reduction Measures Permit	\$141.00	\$179.00	27.0%	\$299.00	112.1%	
	Solid Waste Fees						
	Applications: Hearing Panel Appeal	\$1,680.00	\$1,566.00	-6.8%	\$2,622.00	56.1%	
	Applications: Solid Waste (fee per hour)	\$342.00	\$135.00	-60.5%	\$230.00	-32.7%	
	Annual Inspection Fees, Full Solid Waste Facility Permit: Wood waste Disposal Site	\$22,235.00	\$8,871.00	-60.1%	\$15,380.00	-30.8%	
	Annual Inspection Fees, Full Solid Waste Facility Permit: Composting Facility Site	\$22,485.00	\$9,844.00	-56.2%	\$17,071.00	-24.1%	
	Annual Inspection Fees, Full Solid Waste Facility Permit: Large Volume Transfer Station or Material Recovery Facility	\$22,225.00	\$5,150.00	-76.8%	\$8,915.00	-59.9%	
	Enforcement Agency Notification: Small Volume Transfer Station	\$4,671.00	\$2,573.00	-44.9%	\$4,440.00	-4.9%	
	Enforcement Agency Notification: Inactive Municipal Solid Waste Landfill	\$2,310.00	\$13,736.00	494.6%	\$23,834.00	931.8%	Update description from: Sealed Container Transfer Station
	Enforcement Agency Notification: Agricultural/ Green Material/Compost	\$3,760.00	\$1,716.00	-54.4%	\$2,948.00	-21.6%	
	Enforcement Agency Notification: Construction and Demolition Facility/Chipping & Grinding/ Inert Debris	\$4,645.00	\$1,907.00	-58.9%	\$3,279.00	-29.4%	
	Registration Permit: Medium Volume Transfer Station	\$11,545.00	\$8,775.00	-24.0%	\$15,214.00	31.8%	
	Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Annual Inspections	\$1,729.00	\$783.00	-54.7%	\$1,328.00	-23.2%	
	Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Quarterly Inspections	\$5,821.00	\$2,565.00	-55.9%	\$4,423.00	-24.0%	
	Registration Permit: Closed Municipal Solid Waste Landfill with Gas Monitoring	\$16,735.00	\$2,169.00	-87.0%	\$3,780.00	-77.4%	
	Registration Permit: LEA Transfer of Ownership / Registration	\$806.00	\$347.00	-56.9%	\$628.00	-22.1%	
	Registration Permit: LEA Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$3,512.00	\$1,394.00	-60.3%	\$2,238.00	-36.3%	
	LEA Appeal of Administrative Permit Decision	\$2,356.00					
	Pool and Spa Fees						
	Public Swimming Pool/Spa, seasonal fee (6 months)	\$563.00	\$600.00	6.6%	\$999.00	77.4%	
	Public Swimming Pool/Spa, annual fee	\$701.00	\$840.00	19.8%	\$1,400.00	99.7%	
	Plan Review, Major	\$844.00	\$919.00	8.9%	\$1,528.00	81.0%	
	Plan Review, Minor	\$378.00	\$417.00	10.3%	\$693.00	83.3%	
	Consumer Protection						
	Transfer of Ownership / Registration	\$80.00	\$110.00	37.5%	\$186.00	132.5%	
	Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	\$117.00	\$154.00	31.6%	\$174.00	48.7%	
	Mobile Home Parks - Plan Review, Clearance, and Inspection of Sewage Disposal Systems, Water systems, and Swimming Pools (Per Hour)	\$117.00	\$103.00	-12.0%	\$256.00	118.8%	
	Violation Reinspection Fee	\$270.00	\$312.00	15.6%	\$524.00	94.1%	
	Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$1,452.00	\$1,516.00	4.4%	\$2,360.00	62.5%	
	Appeal of Administrative Permit Decision	\$1,494.00	\$1,511.00	1.1%	\$2,349.00	57.2%	
	Domestic Water Fees						
	Water Sample-collection and bacteriological testing (9.16.010 MCC)	\$197.00	\$265.00	34.5%	\$437.00	121.8%	
	Water Well Permits (9.16.010 MCC)	\$832.00	\$857.00	3.0%	\$1,445.00	73.7%	
	Water Well Permit - Relocation Review	\$126.00	\$196.00	55.6%	\$315.00	150.0%	
	Water Well Permit - Special Areas	\$906.00	\$951.00	5.0%	\$1,609.00	77.6%	
	Water Well Destruction Permit	\$991.00	\$1,065.00	7.5%	\$1,801.00	81.7%	
	Water Well Repair Permit	\$888.00	\$960.00	8.1%	\$1,625.00	83.0%	
	Water Well Pump Test Review	\$293.00	\$320.00	9.2%	\$526.00	79.5%	
	Water Well Permit Renewals (per year)	\$74.00	\$133.00	79.7%	\$215.00	190.5%	
	Water Well Reinspection (after two inspections)	\$306.00	\$428.00	39.9%	\$716.00	134.0%	
	Agricultural-Commercial-Industrial Water Well Permit - Outside of UVAB	\$4,023.00	Delete		Delete		
	Agricultural-Commercial-Industrial Water Well Permit - Inside of UVAB	\$2,023.00	Delete		Delete		
	Liquid Waste Fees						
	Site Evaluation Report Review - Standard System - New	\$871.00	\$866.00	-0.6%	\$1,444.00	65.8%	
	Site Evaluation Report Review - Standard System - Replacement	\$741.00	\$757.00	2.2%	\$1,262.00	70.3%	
	Site Evaluation Report Review - Non-Standard System - New	\$1,072.00	\$1,065.00	-0.7%	\$1,783.00	66.3%	

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	Site Evaluation Report Review - Additional charge for systems over 600 gal/day, per 100 gal/day over 600 gal/day, increase fee by	\$138.00	\$207.00	50.0%	\$333.00	141.3%	
	Site Evaluation Report Review - Non-Standard System - Replacement	\$1,029.00	\$1,034.00	0.5%	\$1,735.00	68.6%	
	Site Evaluation Report Review - Revision	\$500.00	\$556.00	11.2%	\$923.00	84.6%	
	Site Evaluation Report Review - Non-Standard System Revision	\$580.00	\$618.00	6.6%	\$1,028.00	77.2%	
	Site Evaluation Report Review - Archival Review greater than 5 years	\$303.00	\$362.00	19.5%	\$598.00	97.4%	
	Site Evaluation Report Review - Waiver Request	\$388.00	\$445.00	14.7%	\$733.00	88.9%	
	Site Evaluation Report Review - Formal Appeal	\$1,595.00	\$1,412.00	-11.5%	\$2,169.00	36.0%	
	Site Evaluation Report Review - Sewage Pump (Std Add-On)	\$247.00	\$313.00	26.7%	\$513.00	107.7%	
	Site Evaluation Report Review - Groundwater Drain	\$349.00	\$392.00	12.3%	\$645.00	84.8%	
	Site Evaluation Report Review - Discovery Report of Existing Unknown System	\$450.00	\$508.00	12.9%	\$845.00	87.8%	
	DEH Sewage System Failure Analysis	\$463.00	\$408.00	-11.9%	\$839.00	81.2%	
	Standard Sewage System Permit - New	\$684.00	\$713.00	4.2%	\$1,185.00	73.2%	
	Standard Sewage System Permit - Repair, Expansion or Replacement	\$720.00	\$725.00	0.7%	\$1,207.00	67.6%	
	Non-Standard Sewage System Permit - New or Replacement	\$684.00	\$713.00	4.2%	\$1,185.00	73.2%	
	Non-Standard Sewage System Permit - Repair	\$808.00	\$713.00	-11.8%	\$1,195.00	47.9%	
	Non-Standard Sewage System Operational Permit	\$344.00	\$373.00	8.4%	\$627.00	82.3%	
	Sewage System Permit Renewal	\$135.00	\$173.00	28.1%	\$281.00	108.1%	
	Sewage System Permit Renewal, Late Penalty	\$135.00	\$207.00	53.3%	\$207.00	53.3%	
	Septic Tank Installation/Destruction Permit	\$465.00	\$447.00	-3.9%	\$743.00	59.8%	
	Request for exception of Mendocino County Code	\$1,455.00	\$1,240.00	-14.8%	\$1,905.00	30.9%	
	Request for Soil Moisture Construction Inspection	\$449.00	\$467.00	4.0%	\$774.00	72.4%	
	Request for Comment to DRE Public Report	\$367.00	\$355.00	-3.3%	\$549.00	49.6%	
	Septic Pumper Initial Application	\$578.00	\$653.00	13.0%	\$1,113.00	92.6%	
	Septic Tank Pumpers, per year (9.23.070 MCC)	\$50.00	\$50.00	0.0%	\$50.00	0.0%	
	Land Use Fees						
	Land Division, On-site Sewage and Water	\$1,050.00	\$985.00	-6.2%	\$1,562.00	48.8%	
	+ Fee per Unimproved Lot	\$212.00	\$231.00	9.0%	\$364.00	71.7%	
	Land Division, On-site Sewage and Public Water Supply	\$868.00	\$840.00	-3.2%	\$1,322.00	52.3%	
	Land Division, Public Sewer System and On-site Water	\$852.00	\$840.00	-1.4%	\$1,322.00	55.2%	
	+ Fee per Unimproved Lot	\$384.00	\$355.00	-7.6%	\$548.00	42.7%	
	Land Division, Public Sewer and Public Water Supply	\$606.00	\$566.00	-6.6%	\$900.00	48.5%	
	Modification of Conditions	\$206.00	\$276.00	34.0%	\$452.00	119.4%	
	Boundary Line Adjustment	\$356.00	\$325.00	-8.7%	\$495.00	39.0%	
	Use Permit	\$455.00	\$449.00	-1.3%	\$724.00	59.1%	
	Use Permit Renewal	\$323.00	\$325.00	0.6%	\$529.00	63.8%	
	General Plan Amendment	\$177.00	\$251.00	41.8%	\$413.00	133.3%	
	Coastal Development Permit Application Review	\$337.00	\$428.00	27.0%	\$701.00	108.0%	
	Building Permit Application Review	\$223.00	\$288.00	29.1%	\$472.00	111.7%	
	Use Permit Modification Application review	\$398.00	\$463.00	16.3%	\$749.00	88.2%	
	Administrative Permit Application Review	\$181.00	\$267.00	47.5%	\$436.00	140.9%	
	Environmental Impact Report Review	\$774.00	\$657.00	-15.1%	\$1,002.00	29.5%	
	Pre-Application Conference	\$362.00	\$345.00	-4.7%	\$5,433.00	1400.8%	
	California Coastal Commission Project Review	\$515.00	\$443.00	-14.0%	\$718.00	39.4%	
	Land Use Transfer of Ownership / Registration	\$149.00	\$220.00	47.7%	\$363.00	143.6%	
	Land Use Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	\$139.00	\$98.00	-29.5%	\$168.00	20.9%	
	Land Use Violation Reinspection Fee	\$316.00	\$391.00	23.7%	\$650.00	105.7%	
	General Environmental Health Fees						
	Transfer of Ownership/Registration	\$99.00	Delete		Delete		

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	Delinquent Payment Fee (assessed monthly; based on original fee) *Fee Corrected due to typographical error (June 15, 2010 - KK)	\$0.20	20%		20%		
	Violation Reinspection Fee	\$367.00	Delete		Delete		
	Division of Environmental Health Hourly Rate	\$150.00	Delete		Delete		
	LEA Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$2,291.00	Delete		Delete		
	Hazmat: Hazardous Waste Generator	\$273.00	\$98.00	-64.1%	\$161.00	-41.0%	
Hazardous Materials Fees							
	Administrative Services: Hazmat Spill Response (per hour) one person	\$655.00	\$111.00	-83.1%	\$181.00	-72.4%	
	Administrative Services: Hazmat Spill Response (per hour) two people required	\$1,110.00	\$224.00	-79.8%	\$365.00	-67.1%	
	Administrative Services: HazMat Violation Reinspection Fee	\$404.00	\$261.00	-35.4%	\$436.00	7.9%	
	Administrative Services: Hazmat Appeal of Administrative Permit Decision	\$2,356.00	\$939.00	-60.1%	\$1,467.00	-37.7%	
	Administrative Services: Hazmat Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$2,291.00	\$939.00	-59.0%	\$1,467.00	-36.0%	
	Administrative Services: Hazmat Transfer of Ownership / Registration	\$99.00	\$78.00	-21.2%	\$131.00	32.3%	
	Administrative Services: Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA	\$149.00	\$111.00	-25.5%	\$181.00	21.5%	
	Administrative Services: Unified Program - State Surcharges: Facility (per location)	\$94.00	\$94.00	0.0%	\$94.00	0.0%	
	Administrative Services: Unified Program - State Surcharges: Underground Storage Tank (per tank)	\$20.00	\$20.00	0.0%	\$20.00	0.0%	
	Administrative Services: Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA	\$370.00	\$370.00	0.0%	\$370.00	0.0%	
	Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): First Tank, each site	\$734.00	\$610.00	-16.9%	\$1,011.00	37.7%	
	Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): Each Additional Tank, same site	\$452.00	\$362.00	-19.9%	\$599.00	32.5%	
	Annual Permit Fees: Underground Storage Tanks: Type 2 Permit (Total gallons of all tanks greater than 5,000 gallons): First Tank, each site	\$1,293.00	\$1,044.00	-19.3%	\$1,720.00	33.0%	
	Annual Permit Fees: Underground Storage Tanks: Type 2 Permit (Total gallons of all tanks greater than 5,000 gallons): Each Additional Tank, same site	\$638.00	\$552.00	-13.5%	\$922.00	44.5%	
	Construction Permit Fees: New Construction: First Tank	\$5,050.00	\$4,273.00	-15.4%	\$7,066.00	39.9%	
	Construction Permit Fees: New Construction: Each Additional Tank, same site	\$1,277.00	\$979.00	-23.3%	\$1,604.00	25.6%	
	Construction Permit Fees: Recertification Inspection for Tank Structure and: First Tank	\$985.00	\$792.00	-19.6%	\$1,327.00	34.7%	
	Construction Permit Fees: Recertification Inspection for Tank Structure and: Each Additional Tank, same site	\$223.00	\$162.00	-27.4%	\$268.00	20.2%	
	Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Modification	\$701.00	\$513.00	-26.8%	\$845.00	20.5%	
	Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Repair (per hour)	\$341.00	\$147.00	-56.9%	\$235.00	-31.1%	
	Construction Permit Fees: Tank Closure: First Tank	\$932.00	\$787.00	-15.6%	\$1,283.00	37.7%	
	Construction Permit Fees: Tank Closure: Each Additional Tank, same site	\$439.00	\$382.00	-13.0%	\$31.00	-92.9%	
	Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - First Well	\$741.00	\$447.00	-39.7%	\$742.00	0.1%	
	Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - Each additional well/same site and inspection	\$46.00	\$26.00	-43.5%	\$42.00	-8.7%	
	Construction Permit Fees: Monitoring Well Destruction Permit: Monitory Well Destruction - First Well	\$846.00	\$511.00	-39.6%	\$849.00	0.4%	
	Construction Permit Fees: Monitoring Well Destruction Permit: Monitory Well Destruction - Each additional well/same site and inspection	\$119.00	\$89.00	-25.2%	\$148.00	24.4%	
	Construction Permit Fees: Borings: Borings - First Well	\$230.00	\$140.00	-39.1%	\$233.00	1.3%	
	Construction Permit Fees: Borings: Borings - Each additional boring/same site and inspection	\$68.00	\$50.00	-26.5%	\$83.00	22.1%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 0 Limited Business Plan Reporting	\$393.00	\$496.00	26.2%	\$840.00	113.7%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 1 55-110 500-1,000 200-2,000	\$1,000.00	\$568.00	-43.2%	\$960.00	-4.0%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 2 111-500 1,001-5000 2,001-10,000	\$1,367.00	\$630.00	-53.9%	\$1,064.00	-22.2%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 3 501-1,000 5,000-10,000 10,001-30,000	\$1,746.00	\$655.00	-62.5%	\$1,105.00	-36.7%	

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	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 4 1,001-5,000 10,001-100,000 30,001-50,000	\$2,096.00	\$777.00	-62.9%	\$1,309.00	-37.5%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 5 5,001-20,000 100,001-200,000 50,001-2,000,000	\$2,443.00	\$859.00	-64.8%	\$1,443.00	-40.9%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 6 20,001-150,000 200,001-300,000 2,000,000-3,000,000	\$2,869.00	\$968.00	-66.3%	\$1,625.00	-43.4%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): 7 150,001+ 300,001+ 3,000,001+	\$4,035.00	\$1,270.00	-68.5%	\$2,133.00	-47.1%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): APSA Tier 3 Facility	\$850.00	\$648.00	-23.8%	\$1,070.00	25.9%	
	Hazardous Materials Management Plan and: HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.): APSA non-Tier 3 Facility	\$355.00	\$245.00	-31.0%	\$404.00	13.8%	
	Hazmat: Underground Storage Tank - Red Tag Enforcement	\$743.00	\$432.00	-41.9%	\$969.00	30.4%	
	Hazmat: Emergency Response Apparatus Roll-Out	\$2,200.00	Delete		Delete		
	Hazmat: Unified Program - State Surcharges - Aboveground Petroleum Storage Act (Per Facility)	\$26.00	\$26.00	0.0%	\$26.00	0.0%	

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Land Improvement

Land Improvement has reviewed all processes and proposes these fees based on actual time study documentation and Board of Supervisors direction.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
Basic Improvement Inspection (Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; when improvements are required, and the 'Improvement Plan' process is not specified) - First inspection	\$493.00	\$505.00	2.4%	\$684.00	38.7%	
Basic Improvement Inspection (Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; when improvements are required, and the 'Improvement Plan' process is not specified) - Each Additional Inspection	\$169.00	\$177.00	4.7%	\$244.00	44.4%	
Parcel Subdivision Improvement Inspection (When improvements are required, and the 'Improvement Plan' process is not specified) - First Inspection-Each Inspection	\$493.00	\$387.00	-21.5%	\$521.00	5.7%	
Parcel Subdivision Improvement Inspection (When improvements are required, and the 'Improvement Plan' process is not specified) - Re-Inspection (+4 per lot)	\$169.00	\$177.00	4.7%	\$244.00	44.4%	
Improvement Plan: Specification Checking & Construction Inspection (Major Subdivisions, Parcel Subdivisions, Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; When improvements are required to be completed through the 'Improvement Plan' process	\$813.90	\$786.00	-3.4%	\$1,011.00	24.2%	
Subdivision Improvement Agreement Processing Fee	\$780.18	\$822.00	5.4%	\$1,002.00	28.4%	
Subdivision Improvement Agreement Amendment Processing Fee	\$419.84	\$464.00	10.5%	\$598.00	42.4%	
Subdivision Monumentation Agreement Processing Fee	\$780.18	\$634.00	-18.7%	\$747.00	-4.3%	
Subdivision Monumentation Agreement Amendment Processing Fee	\$419.84	\$276.00	-34.3%	\$343.00	-18.3%	
Boundary Line Adjustment (for 2 parcels)	\$876.00	\$661.00	-24.5%	\$953.00	8.8%	
For each additional parcel	\$175.00	\$121.00	-30.9%	\$177.00	1.1%	
Boundary Line Adjustment - Modification of Conditions	\$117.00	\$61.00	-47.9%	\$84.00	-28.2%	
Minor Subdivision	\$1,869.00	\$1,613.00	-13.7%	\$2,331.00	24.7%	
Minor Subdivision - Revised Tentative Map (Substantive Revision)	\$350.00	\$274.00	-21.7%	\$387.00	10.6%	
Minor Subdivision - Modification Of Conditions	\$345.00	\$259.00	-24.9%	\$349.00	1.2%	
Parcel Subdivision	\$1,869.00	\$1,806.00	-3.4%	\$2,615.00	39.9%	
First 25 Lots	\$93.00	\$39.00	-58.1%	\$57.00	-38.7%	
Next 26 to 50 Lots	\$70.00	\$29.00	-58.6%	\$42.00	-40.0%	
Over 50 Lots	\$58.00	\$19.00	-67.2%	\$28.00	-51.7%	
Parcel Subdivision - Revised Tentative Map	\$935.00	\$387.00	-58.6%	\$566.00	-39.5%	
Parcel Subdivision - Modification Of Conditions	\$864.00	\$242.00	-72.0%	\$354.00	-59.0%	
Major Subdivision	\$2,103.00	\$2,457.00	16.8%	\$3,356.00	59.6%	
First 25 Lots	\$117.00	\$48.00	-59.0%	\$71.00	-39.3%	
Next 26 to 50 Lots	\$77.00	\$32.00	-58.4%	\$47.00	-39.0%	
Over 50 Lots	\$58.00	\$24.00	-58.6%	\$35.00	-39.7%	
Major Subdivision- Revised Tentative Map	\$818.00	\$404.00	-50.6%	\$561.00	-31.4%	
Major Subdivision- Modification of Conditions	\$1,123.00	\$380.00	-66.2%	\$526.00	-53.2%	
Resub division or Reversion to Acreage	\$701.00	\$323.00	-53.9%	\$458.00	-34.7%	
Resub division or Reversion to Acreage- Revised Tentative Map	\$350.00	\$178.00	-49.1%	\$245.00	-30.0%	
Resub division or Reversion to Acreage- Modification of Conditions	\$345.00	\$129.00	-62.6%	\$174.00	-49.6%	
Brooktrails Boundary Line Adjustment	\$350.00	\$226.00	-35.4%	\$316.00	-9.7%	
Plus per Parcel Fee	\$58.00	\$24.00	-58.6%	\$35.00	-39.7%	
Research Assistant, per hour	\$234.00	\$97.00	-58.5%	\$142.00	-39.3%	
GIS Map, per hour	\$234.00	\$97.00	-58.5%	\$142.00	-39.3%	
Record of Survey Map - First Sheet	\$3,271.00	\$1,450.00	-55.7%	\$2,124.00	-35.1%	
Record of Survey Map - Each Additional Sheet	\$467.00	\$193.00	-58.7%	\$283.00	-39.4%	
Record of Survey Map (Recheck) - First Sheet	\$1,402.00	\$580.00	-58.6%	\$850.00	-39.4%	
Record of Survey Map (Recheck) - Each Additional Sheet	\$234.00	\$97.00	-58.5%	\$142.00	-39.3%	

Proposed Fee Changes-April 22, 2025

Fee Increase	Red text represents fees with an increase greater than 50%
Fee Reduction	Requesting direction to staff to step up fees over two years for those fees with increases greater than 50%,
Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
	Parcel Map - Minor Subdivision - First Sheet	\$6,074.00	\$2,514.00	-58.6%	\$3,682.00	-39.4%	
	Parcel Map - Minor Subdivision - Each Additional Sheet	\$1,051.00	\$387.00	-63.2%	\$566.00	-46.1%	
	Parcel Map - Minor Subdivision (Recheck) - First Sheet	\$1,051.00	\$435.00	-58.6%	\$637.00	-39.4%	
	Parcel Map - Minor Subdivision (Recheck) - Each Additional Sheet	\$350.00	\$145.00	-58.6%	\$212.00	-39.4%	
	Parcel Map - Parcel Subdivision - First Sheet	\$7,009.00	\$2,901.00	-58.6%	\$4,249.00	-39.4%	
	Parcel Map - Parcel Subdivision - Each Additional Sheet	\$1,168.00	\$483.00	-58.6%	\$708.00	-39.4%	
	Parcel Map - Parcel Subdivision (Recheck) - First Sheet	\$1,168.00	\$483.00	-58.6%	\$708.00	-39.4%	
	Parcel Map - Parcel Subdivision (Recheck) - Each Additional Sheet	\$350.00	\$145.00	-58.6%	\$212.00	-39.4%	
	Final Map - Major Subdivision - First Sheet	\$10,513.00	\$4,613.00	-56.1%	\$6,635.00	-36.9%	
	Final Map - Major Subdivision - Each Additional Sheet	\$1,519.00	\$694.00	-54.3%	\$986.00	-35.1%	
	Final Map - Major Subdivision (Recheck) - First Sheet	\$1,051.00	\$694.00	-34.0%	\$986.00	-6.2%	
	Final Map - Major Subdivision (Recheck) - Each Additional Sheet	\$350.00	\$501.00	43.1%	\$703.00	100.9%	
	Resub division or Reversion to Acreage - First Sheet	\$6,542.00	\$2,065.00	-68.4%	\$2,963.00	-54.7%	
	Resub division or Reversion to Acreage - Each Additional Sheet	\$409.00	\$300.00	-26.7%	\$379.00	-7.3%	
	Resub division or Reversion to Acreage (Recheck) - First Sheet	\$1,869.00	\$904.00	-51.6%	\$1,264.00	-32.4%	
	Resub division or Reversion to Acreage (Recheck) - Each Additional Sheet	\$175.00	\$203.00	16.0%	\$237.00	35.4%	
	Miscellaneous Legal Description Review - County Surveyor	\$350.00	\$276.00	-21.1%	\$343.00	-2.0%	
	Miscellaneous Map Review - County Surveyor	\$409.00	\$421.00	2.9%	\$556.00	35.9%	
	Unilateral Agreement Review	\$759.00	\$518.00	-31.8%	\$697.00	-8.2%	
	County Highway Encroachment Permit Fees - Residential Driveway Approach	\$620.00	\$663.00	6.9%	\$932.00	50.3%	
	County Highway Encroachment Permit Fees - Commercial Driveway or Private Road Approach	\$711.00	\$777.00	9.3%	\$1,091.00	53.4%	
	County Highway Encroachment Permit Fees - Field Entrance	\$0.00	\$444.00		\$623.00		New Fee
	County Highway Encroachment Permit Fees - Excavation Permit (50 feet or less)	\$721.00	\$774.00	7.4%	\$1,089.00	51.0%	
	County Highway Encroachment Permit Fees - Excavation Permit (more than 50 feet)	\$927.00	\$1,001.00	8.0%	\$1,406.00	51.7%	
	County Highway Encroachment Permit Fees - Minor Pavement Patch/Repair (Up to 50 square feet)	\$265.00	\$270.00	1.9%	\$383.00	44.5%	
	County Highway Encroachment Permit Fees - Major Pavement Patch/Repair (Over 50 square feet)	\$560.00	\$600.00	7.1%	\$847.00	51.3%	
	County Highway Encroachment Permit Fees - Additional Permit Inspection (More than 3) per hour rate	\$95.00	\$108.00	13.7%	\$153.00	61.1%	
	County Highway Encroachment Permit Fees - Minor Miscellaneous Permit	\$394.00	\$404.00	2.5%	\$562.00	42.6%	
	County Highway Encroachment Permit Fees - Miscellaneous Permit	\$531.00	\$545.00	2.6%	\$747.00	40.7%	
	County Highway Encroachment Permit Fees - Annual Permit (Utilities and Special Districts)	\$802.00	\$1,003.00	25.1%	\$1,407.00	75.4%	
	County Highway Encroachment Permit Fees - Small Cellular Tower, existing pole, each, initial installation		\$484.00		\$664.00		New Fee
	County Highway Encroachment Permit Fees - Small Cellular Tower, new pole, each, initial installation		\$635.00		\$859.00		New Fee
	County Highway Encroachment Permit Fees - Small Cellular Tower, Annual		\$427.00		\$607.00		New Fee
	County Highway Encroachment Permit Fees - Permit Time Extension	\$162.00	\$156.00	-3.7%	\$224.00	38.3%	
	Transportation Permit Fees - Standard Permit	\$105.00	\$122.00	16.2%	\$178.00	69.5%	
	Transportation Permit Fees - Annual/Repetitive Permit	\$183.00	\$243.00	32.8%	\$356.00	94.5%	
	Road Closure Requests - Standard Road Closure Request Fee (One-time, first-time, or recurring events, which differ substantially from previously occurring event)	\$811.00	\$790.00	-2.6%	\$1,014.00	25.0%	
	Road Closure Requests - Recurring Road Closure Request Fee (Recurring events substantially the same nature as previous event)	\$227.00	\$329.00	44.9%	\$464.00	104.4%	
	Road Name Change Petition Fee - Up to 10 properties	\$2,755.00	\$2,794.00	1.4%	\$3,423.00	24.2%	
	Road Name Change Petition Fee - Per additional 10 properties	\$127.00	\$228.00	79.5%	\$273.00	115.0%	
	Road Name Change Petition Fee - Per 1 additional hour of travel	\$113.00	\$97.00	-14.2%	\$142.00	25.7%	
	Road Name Change Petition Fee - Per each additional sign	\$169.00	\$146.00	-13.6%	\$213.00	26.0%	
	Road Vacation Petition Fee - Up to 10 properties	\$3,760.00	\$2,803.00	-25.5%	\$3,387.00	-9.9%	
	Road Vacation Petition Fee - Summary Vacation	\$2,805.00	\$2,423.00	-13.6%	\$2,962.00	5.6%	
	Road Vacation Petition Fee - Per 10 additional properties	\$183.00	\$195.00	6.6%	\$284.00	55.2%	
	Road Vacation Petition Fee - Per 1 additional hour of travel	\$78.00	\$97.00	24.4%	\$142.00	82.1%	
	Road Vacation Petition Fee - Per each additional sign	\$169.00	\$146.00	-13.6%	\$213.00	26.0%	
	Use Permit/Coastal Development Permit/ Development Review (Not Adjacent to Nor Taking Access from a County Road)	\$86.00	\$62.00	-27.9%	\$73.00	-15.1%	
	Use Permit/Coastal Development Permit/ Development Review (Adjacent to or Taking Access from a County Road)	\$173.00	\$92.00	-46.8%	\$114.00	-34.1%	
	Minor Use Permit/Coastal Development Permit/ Development Review (Adjacent to or Taking Access from a County Road)	\$432.00	\$210.00	-51.4%	\$277.00	-35.9%	
	Major Use Permit (Adjacent to or Taking Access from a County Road)	\$950.00	\$544.00	-42.7%	\$701.00	-26.2%	
	General Plan Amendment	\$864.00	\$308.00	-64.4%	\$375.00	-56.6%	
	Rezone	\$345.00	\$151.00	-56.2%	\$196.00	-43.2%	
	Variance	\$173.00	\$92.00	-46.8%	\$114.00	-34.1%	
	Conditional Certificate of Compliance	\$345.00	\$296.00	-14.2%	\$408.00	18.3%	
	Preapplication Conference Fee (per hour)(by Appointment)	\$345.00	\$118.00	-65.8%	\$163.00	-52.8%	

Proposed Fee Changes-April 22, 2025

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Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
Planning and Building Services							

Planning and Building Services has reviewed all processes and proposes these fees based on actual time study documentation and Board of Supervisors direction.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	(With Departmental Indirect Personnel Rate)	Percent Change	Comments
Building Division						
Building Valuation*						

*Valuations not on this list shall be designated to a use or hazard that is most similar. N.P.= Not Permitted

ICC Building Valuation Table - Table groups and construction types are derived from the ICC Valuation Tables and include architectural, structural, electrical, plumbing, and mechanical work. Valuation for remodels will be 65% of the stated valuation for the purpose of determining fees. NOTE: ICC table adopted @ 75% of the amount per BOS direction. Government Code section 66014(a), California Building Code section 109

Group (2021 International Building Code)

	IIA	IIB	VA	VB		IIA	IIB	VA	VB	
A-1 Assembly, theaters, with stage	\$298.73	\$287.25	\$250.64	\$242.45		\$298.73	\$287.25	\$250.64	\$242.45	Per Board Direction Dec 2023
A-1 Assembly, theaters, without stage	\$271.92	\$260.43	\$223.83	\$215.64		\$271.92	\$260.43	\$223.83	\$215.64	Per Board Direction Dec 2023
A-2 Assembly, nightclubs	\$240.91	\$232.41	\$198.15	\$191.66		\$240.91	\$232.41	\$198.15	\$191.66	Per Board Direction Dec 2023
A-2 Assembly, restaurants, bars, banquet halls	\$238.91	\$231.41	\$196.15	\$190.66		\$238.91	\$231.41	\$196.15	\$190.66	Per Board Direction Dec 2023
A-3 Assembly, churches	\$275.97	\$264.50	\$228.33	\$220.13		\$275.97	\$264.50	\$228.33	\$220.13	Per Board Direction Dec 2023
A-3 Assembly, general, community halls, libraries, museums	\$230.84	\$220.36	\$182.97	\$175.79		\$230.84	\$220.36	\$182.97	\$175.79	Per Board Direction Dec 2023
A-4 Assembly, arenas	\$269.92	\$259.43	\$221.83	\$214.64		\$269.92	\$259.43	\$221.83	\$214.64	Per Board Direction Dec 2023
B Business	\$230.22	\$220.18	\$176.96	\$168.98		\$230.22	\$220.18	\$176.96	\$168.98	Per Board Direction Dec 2023
E Educational	\$247.48	\$236.82	\$193.15	\$187.15		\$247.48	\$236.82	\$193.15	\$187.15	Per Board Direction Dec 2023
F-1 Factory and industrial, moderate hazard	\$135.37	\$130.82	\$96.63	\$90.55		\$135.37	\$130.82	\$96.63	\$90.55	Per Board Direction Dec 2023
F-2 Factory and industrial, low hazard	\$135.37	\$129.82	\$96.63	\$89.55		\$135.37	\$129.82	\$96.63	\$89.55	Per Board Direction Dec 2023
H-1 High Hazard, explosives	\$126.28	\$120.73	\$87.85	N.P.		\$126.28	\$120.73	\$87.85	N.P.	Per Board Direction Dec 2023
H234 High Hazard	\$126.28	\$120.73	\$87.85	\$80.76		\$126.28	\$120.73	\$87.85	\$80.76	Per Board Direction Dec 2023
H-5 HPM	\$230.22	\$220.18	\$176.96	\$168.98		\$230.22	\$220.18	\$176.96	\$168.98	Per Board Direction Dec 2023
I-1 Institutional, supervised environment	\$231.87	\$223.51	\$183.98	\$178.19		\$231.87	\$223.51	\$183.98	\$178.19	Per Board Direction Dec 2023
I-2 Institutional, hospitals	\$395.71	\$385.68	\$341.43	N.P.		\$395.71	\$385.68	\$341.43	N.P.	Per Board Direction Dec 2023
I-2 Institutional, nursing homes	\$269.80	\$259.75	\$217.86	N.P.		\$269.80	\$259.75	\$217.86	N.P.	Per Board Direction Dec 2023
I-3 Institutional, restrained	\$263.79	\$253.75	\$212.25	\$202.27		\$263.79	\$253.75	\$212.25	\$202.27	Per Board Direction Dec 2023
I-4 Institutional, day care facilities	\$231.87	\$223.51	\$183.98	\$178.19		\$231.87	\$223.51	\$183.98	\$178.19	Per Board Direction Dec 2023
M Mercantile	\$175.03	\$167.53	\$132.98	\$127.51		\$175.03	\$167.53	\$132.98	\$127.51	Per Board Direction Dec 2023
R-1 Residential, hotels	\$234.22	\$225.85	\$186.62	\$180.83		\$234.22	\$225.85	\$186.62	\$180.83	Per Board Direction Dec 2023
R-2 Residential, multiple family	\$193.17	\$184.80	\$146.61	\$140.82		\$193.17	\$184.80	\$146.61	\$140.82	Per Board Direction Dec 2023
R-3 Residential, one- and two-family	\$188.07	\$184.23	\$166.09	\$156.45		\$188.07	\$184.23	\$166.09	\$156.45	Per Board Direction Dec 2023
R-4 Residential, care/assisted living facilities	\$231.87	\$223.51	\$183.98	\$178.19		\$231.87	\$223.51	\$183.98	\$178.19	Per Board Direction Dec 2023
S-1 Storage, moderate hazard	\$124.28	\$119.73	\$85.85	\$79.76		\$124.28	\$119.73	\$85.85	\$79.76	Per Board Direction Dec 2023
S-2 Storage, low hazard	\$124.28	\$118.73	\$85.85	\$78.76		\$124.28	\$118.73	\$85.85	\$78.76	Per Board Direction Dec 2023
U Utility, miscellaneous	\$95.84	\$91.61	\$65.12	\$62.06		\$95.84	\$91.61	\$65.12	\$62.06	Per Board Direction Dec 2023

Department Valuations (per square foot):						
Re-Roof		Residential \$5.74/ Commercial \$9.76		Residential \$5.74/ Commercial \$9.76		
Re-Roof with Sheeting		Residential \$7.82/ Commercial \$13.14		Residential \$7.82/ Commercial \$13.14		
Sprinklers		Residential \$4.25/ Commercial \$5.30		Residential \$4.25/ Commercial \$5.30		
Deck		Residential \$11.75/ Commercial \$14.68		Residential \$11.75/ Commercial \$14.68		
Deck with Porch		Residential \$23.47/ Commercial \$29.34		Residential \$23.47/ Commercial \$29.34		
Carport		\$29.34		\$29.34		
Siding		Residential \$5.74/ Commercial \$9.76		Residential \$5.74/ Commercial \$9.76		
Siding with Sheeting		Residential \$7.82/ Commercial \$13.14		Residential \$7.82/ Commercial \$13.14		

Proposed Fee Changes-April 22, 2025

Fee Increase	Red text represents fees with an increase greater than 50%
Fee Reduction	Requesting direction to staff to step up fees over two years for those fees with increases greater than 50%,
Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
Building Division Fees (Not based on job cost valuation):							
B1.2	Minimum permit or demolition fee	\$287.00	\$183.00	-36.2%	\$236.00	-17.8%	Added Demolition to description
B1.3	Residential Solar Fee		For photovoltaic systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt for each kilowatt above 15kW. For thermal systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt thermal for each kilowatt thermal above 10kWth.		For photovoltaic systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt for each kilowatt above 15kW. For thermal systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt thermal for each kilowatt thermal above 10kWth.		
			For photovoltaic systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 50kW plus seven dollars (\$7) per kilowatt for each kilowatt between 51kW and 250kW, plus five dollars (\$5) per kilowatt for each kilowatt above 250kW. For thermal systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 30kWth, plus seven dollars (\$7) per kilowatt thermal for each kilowatt thermal between 30kWth and 260kWth, plus five dollars (\$5) per kilowatt thermal for each kilowatt thermal above 260kWth.		For photovoltaic systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 50kW plus seven dollars (\$7) per kilowatt for each kilowatt between 51kW and 250kW, plus five dollars (\$5) per kilowatt for each kilowatt above 250kW. For thermal systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 30kWth, plus seven dollars (\$7) per kilowatt thermal for each kilowatt thermal between 30kWth and 260kWth, plus five dollars (\$5) per kilowatt thermal for each kilowatt thermal above 260kWth.		
B1.3	Commercial Solar Fee						
B1.4	Agricultural Building Exemption Fee	\$311.00	\$298.00	-4.2%	\$383.00	23.2%	Was under Other in prior Fee Sch
B1.5	Pond Exemption Fee	\$733.00	\$696.00	-5.0%	\$866.00	18.1%	Was under Other in prior Fee Sch
B1.6	Grading Exemption Fee		\$696.00		\$696.00		New Fee
B2.9	Issuance Fee	\$293.00	\$110.00	-62.5%	\$144.00	-50.9%	Was under Grading and Manufactured Home in prior Fee Sch
B2.10	Violation/Penalty Fee		Pursuant to Mendocino County Code Section 18.08.030, 1X, 2X, 3X		Pursuant to Mendocino County Code Section 18.08.030, 1X, 2X, 3X		Was under Other in prior Fee Sch
B3.1	Records Management Fee - Over the Counter		\$150.00		\$150.00		New Fee
B3.2	Records Management Fee - Residential	\$214.00	\$300.00	40.2%	\$300.00	40.2%	Was under Other in prior Fee Sch
B3.3a	Records Management Fee - Commercial projects under and including \$25,000 in job cost valuation	\$277.00	\$305.00	10.1%	\$305.00	10.1%	Was under Other in prior Fee Sch
B3.3b	Records Management Fee - Commercial projects \$25,001 and over in job cost valuation		\$500.00		\$500.00		New Fee
B3.4, B3.5, B3.6	Education Fee		6% of building permit and plan check fee		6% of building permit and plan check fee		Was under Other in prior Fee Sch
B3.7	General Plan Maintenance Fee	0.65% of permit valuation	0.65% of job cost valuation for all permits with a job cost valuation \$17,001 and greater.		0.65% of job cost valuation for all permits with a job cost valuation \$17,001 and greater.		Was under Other in prior Fee Sch
B3.8	General Plan Maintenance Fee - Flat	\$232.00, when no valuation (job cost) is assigned	\$20 - Applies to all permits with a job cost valuation less than or equal to \$17,000.		\$20 - Applies to all permits with a job cost valuation less than or equal to \$17,000.		Was under Other in prior Fee Sch

Proposed Fee Changes-April 22, 2025

Fee Increase	Red text represents fees with an increase greater than 50%
Fee Reduction	Requesting direction to staff to step up fees over two years for those fees with increases greater than 50%,
Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
B3.9	Building Standards Fee		\$1 for Job Cost Valuation of \$1 - 25,000, \$2 for Job Cost Valuation of \$25,001 - 50,000, \$3 for Job Cost Valuation of \$50,001 - 75,000, \$4 for Job Cost Valuation of \$75,001-100,000, and \$1 for every \$25,000 or fraction thereof above \$100,000.		\$1 for Job Cost Valuation of \$1 - 25,000, \$2 for Job Cost Valuation of \$25,001 - 50,000, \$3 for Job Cost Valuation of \$50,001 - 75,000, \$4 for Job Cost Valuation of \$75,001-100,000, and \$1 for every \$25,000 or fraction thereof above \$100,000.		New Fee
B3.10	Strong Motion Instrumentation Program (SMIP) Fee	Group R-\$10.00 per \$100,000.00 of permit valuation, with appropriate fraction, Other-\$21.00 per \$100,000.00 of permit valuation, with appropriate fraction	Category 1 (Residential) - (Valuation Amount) X 0.00013 = Fee Amount (Min. 50 cents). Category 2 (Commercial) - (Valuation Amount) X 0.00028 = Fee Amount (Min. 50 cents)		Category 1 (Residential) - (Valuation Amount) X 0.00013 = Fee Amount (Min. 50 cents). Category 2 (Commercial) - (Valuation Amount) X 0.00028 = Fee Amount (Min. 50 cents)		Was under Other in prior Fee Sch
B3.11	Certified Access Specialist Program (CAsp) Fee	\$4.00 fee on each commercial/business plan check	\$4 for every permit		\$4 for every permit		Was under Other in prior Fee Sch
B4.1	Reinspection Fee	\$266.00	\$86.00	-67.7%	\$111.00	-58.3%	Was under Other in prior Fee Sch
B4.2	Reinstatement or Extension of Application or Permit Fee	\$246.00 or 40% of original permit fee, for each expired year, whichever is greater	\$177 plus \$86 for each remaining inspection if reinstatement of a permit which has been issued.		\$228 plus \$86 for each remaining inspection if reinstatement of a permit which has been issued.		Was under Other in prior Fee Sch
B4.5	Stormwater/MS4/LID/Flood Inspection Fee (each)	\$304.00	\$146.00	-52.0%	\$189.00	-37.8%	Was under Other in prior Fee Sch
B4.8	Returned Check Bank and Staff Processing Fee	\$25.00	\$42.00	68.0%	\$46.00	84.0%	
B4.10	Permit Record Update Fee		\$131.00		\$131.00		New Fee

Electrical Permit Fees:						
Issuance of Electrical Permit	\$293.00	Delete		Delete		
System Fees: Private Swimming Pools	\$179.00	Delete		Delete		
Temporary Power Service: Service Pole of Pedestal	\$106.00	Delete		Delete		
Temporary Power Service: Distribution System - Temporary	\$103.00	Delete		Delete		
Unit Fees: Receptacle, Switch and Light Outlets: First 20 Fixtures	\$99.00	Delete		Delete		
Unit Fees: Receptacle, Switch and Light Outlets: Additional Fixtures	\$78.00	Delete		Delete		
Unit Fees: Lighting Fixtures: First 20 Fixtures	\$78.00	Delete		Delete		
Unit Fees: Lighting Fixtures: Additional Fixtures	\$78.00	Delete		Delete		
Unit Fees: Lighting Fixtures: For pole or platform-mounted lighting fixtures,each	\$88.00	Delete		Delete		
Residential Appliances: Fixed Residential	\$79.00	Delete		Delete		
Non-Residential Appliances	\$79.00	Delete		Delete		
Power Apparatus: Up to and Including 1	\$79.00	Delete		Delete		
Signs, Outline Lighting, Marquees: Single Branch Circuit	\$79.00	Delete		Delete		
Signs, Outline Lighting, Marquees: Each Additional	\$100.00	Delete		Delete		
Services (each): Services ≤ 600 volts and not ≤ 200 amperes in rating	\$128.00	Delete		Delete		
Services (each): Services ≤ 600 volts and 200 amperes to 1,000amperes	\$156.00	Delete		Delete		
Services (each): Services over 600 volts or over 1,000 amperes inrating	\$182.00	Delete		Delete		
Miscellaneous Apparatus, Conduits andConductors:	\$124.00	Delete		Delete		

Mechanical Permit Fees:						
Issuance of Each Mechanical Permit	\$293.00	Delete		Delete		
Unit Fees Furnaces: Up to and Including 100,000 Btu/h (29.3 kW)	\$124.00	Delete		Delete		
Unit Fees Furnaces: For the installation or relocation of each floorfurnace, including vent	\$123.00	Delete		Delete		
Unit Fees Furnaces: For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$123.00	Delete		Delete		
Unit Fees Furnaces: Appliance Vents	\$121.00	Delete		Delete		
Unit Fees Furnaces: Repairs or Additions	\$123.00	Delete		Delete		

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Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
	Boilers, Compressors, Absorption Units: For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$123.00	Delete		Delete		
	Boilers, Compressors, Absorption Units: For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$149.00	Delete		Delete		
	Air Handlers: For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto	\$102.00	Delete		Delete		
	Air Handlers: For each air-handling unit over 10,000 cfm (4719 L/s)	\$104.00	Delete		Delete		
	Evaporator Coolers: For each evaporative cooler other than portable type	\$102.00	Delete		Delete		
	Ventilation and Exhaust: For each ventilation fan connected to a single duct	\$101.00	Delete		Delete		
	Ventilation and Exhaust: For each ventilation system which is not a portion of any heating or air-conditioning system authorized by permit	\$102.00	Delete		Delete		
	Ventilation and Exhaust: For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$122.00	Delete		Delete		
	Incinerators: Install/relocation of each commercial/industrial incinerator	\$122.00	Delete		Delete		
	Incinerators: For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which the fee is listed in the table	\$122.00	Delete		Delete		
Plumbing Permit Fees:							
	Issuance of Each Plumbing Permit	\$293.00	Delete		Delete		
	Unit Fees Fixtures and Vents: For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof)	\$102.00	Delete		Delete		
	Unit Fees Fixtures and Vents: For repair or alteration of drainage or vent piping, each	\$100.00	Delete		Delete		
	Interceptors: For each industrial waste pretreatment interceptor, including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$106.00	Delete		Delete		
	Interceptors: Rainwater systems—per drain (inside building)	\$121.00	Delete		Delete		
	Water Piping and Water Heaters: For installation, alteration, or repair of water piping or water-treating equipment, or both, each	\$100.00	Delete		Delete		
	Water Piping and Water Heaters: For each water heater including vent	\$103.00	Delete		Delete		
	Gas Piping Systems: For each gas piping system of one to five outlets	\$101.00	Delete		Delete		
	Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices: For each lawn sprinkler system on any one meter, including backflow protection devices thereof	\$103.00	Delete		Delete		
	For each backflow-protection device other than atmospheric-type vacuum breakers: 2 inches (50.8 mm) and smaller	\$102.00	Delete		Delete		
	Swimming Pools: Public Pool	\$321.00	Delete		Delete		
	Swimming Pools: Public Spa	\$280.00	Delete		Delete		
	Swimming Pools: Private Pool	\$280.00	Delete		Delete		
	Swimming Pools: Private Spa	\$209.00	Delete		Delete		
Elevator Permit Fees:							
	New Installations	Job Cost	Delete		Delete		
Building Plan Review Fees:							
B2.1	Plan Review Fee	75% of the Building Permit Fee	The Plan Review Fee is equivalent to 75% of the Building Permit Fee.		The Plan Review Fee is equivalent to 75% of the Building Permit Fee.		Combined into one standard fee instead of breaking it out by type
		75% of the Mechanical Permit Fee					
		75% of the Plumbing Permit Fee					
		75% of the Electrical Permit Fee					
		75% of the Grading Permit Fee					
B2.2	Plan Review Fee When the County Administers the California Fire Code	100% of the Building Permit Fee	The Plan Review Fee is equivalent to 100% of the Building Permit Fee.		The Plan Review Fee is equivalent to 100% of the Building Permit Fee.		Combined into one standard fee instead of breaking it out by type
		100% of the Mechanical Permit Fee					
		100% of the Plumbing Permit Fee					
		100% of the Electrical Permit Fee					
		100% of the Grading Permit Fee					
Policy	Grading of 50 cubic yards (38.2 m3) or less. Does not apply when grading is in combination with other development or when the grading ordinance requires a permit for the activity	No Fee	No Fee		No Fee		Update description from: 50 cubic yards (38.2 m3) or less
	51 to 100 cubic yards (40 to 76.5 m3)	\$85.56	Delete		Delete		
	101 to 1,000 cubic yards (77.2 to 764.6 m3)	\$134.70	Delete		Delete		

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Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
	1,001 to 10,000 cubic yards (765.3 to 7645.5 m3)	179.34 for the first 1,000 cubic yards (7645.5m3), plus \$54.06 for each additional 1,000 cubic yards (7645.5 m3) or fraction thereof.	Delete		Delete		
	10,001 to 100,000 cubic yards (7646.3 to 76455 m3)	\$179.34 for the first 10,000 cubic yards (7645.5 m3), plus \$108.12 for each additional 10,000 cubic yards (7645.5 m3) or fraction thereof.	Delete		Delete		
	100,001 to 200,000 cubic yards (76 456 to 152911 m3)	\$654.82 for the first 100,000 cubic yards (76455 m3), plus \$84.00 for each additional 10,000 cubic yards (7645.5 m3) or fraction thereof.	Delete		Delete		
	200,001 cubic yards (152912 m3) or more	\$1952.92 for the first 200,000 cubic yards (152911 m3), plus \$88.00 for each additional 10,000 cubic yards (7545.5 m3) or fraction thereof.	Delete		Delete		
B2.5	Planning Review Fee for Building Permit Applications		Staff Time x Weighted Rate		Staff Time x Weighted Rate		New Fee
B2.8	Stormwater/MS4/LID/Flood Review Fee		Staff Time x Weighted Rate		Staff Time x Weighted Rate		New Fee
B4.4	Additional plan review fee required by changes, additions or revisions		Staff Time x Weighted Rate		Staff Time x Weighted Rate		New Fee
Grading Permit Fees:							
	Issuance Fee		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	50 cubic yards (38.2 m3) or less	\$36.00	Delete		Delete		
	51 to 100 cubic yards (40 to 76.5 m3)	\$113.00	Delete		Delete		
	101 to 1,000 cubic yards (77.2 to 764.6 m3)	\$239.00 or the first 100 cubic yards (76.5 m3) plus \$58.98 for each additional 100 cubic yards (76.5 m3) or fraction thereof.	Delete		Delete		
	1,001 to 10,000 cubic yards (765.3 to 7645.5 m3)	\$550.00 for the first 1,000 cubic yards (764.6 m3), plus \$70.40 for each additional 1,000 cubic yards (764.6 m3) or fraction thereof.	Delete		Delete		
	10,001 to 100,000 cubic yards (7646.3 to 76455 m3)	\$824.00 for the first 10,000 cubic yards (7645.5 m3), plus \$148.32 for each additional 10,000 cubic yards (7645.5 m3) or fraction thereof.	Delete		Delete		
	100,000 cubic yards or more	\$2064.50 for the first 100,000 cubic yards, plus \$82.00 for each additional 10,000 cubic yards or fraction thereof.	Delete		Delete		
Manufactured Home (Mobile Home) Installation Fees:							
	Issuance Fee		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Single Wide	\$441.00	Delete		Delete		
	Double Wide	\$564.00	Delete		Delete		
	Triple Wide	\$603.00	Delete		Delete		
	Electrical Fees	\$227.00	Delete		Delete		
	Plumbing Permit Fees	\$227.00	Delete		Delete		
Other Fees:							
	Agricultural Building Exemption, if Constructed prior to Exemption Approval		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Water Reservoir Exemption Determination		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Education Fees		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Reinstatement of Permit		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		

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	Inspections outside of Normal business hours (Special Inspection)		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Reinspection fees assessed under provisions ofSection 305.8		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Inspections for which No fee is specifically indicated (Special Inspection)		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$288.00	Delete		Delete		
	Additional plan review required for MS4/LID standards (minimum charge - 1 hour)	\$288.00	Delete		Delete		
	Records Management		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Planning Review of Building Permit Applications	Residential Submittal- \$248.00 Commercial- \$288.00	Delete		Delete		
	Strong Motion Instrumentation Program (SMIP)		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	General Plan Maintenance		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	General Plan Maintenance- Flat Fee		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Violation/Penalty Fees		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Stormwater/BMP Inspection		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		
	Insulation Inspection	\$188.00 (after the fact) or \$91.00 when combined with the issuance of a permit	Delete		Delete		
	ADA Parking & Accessibility Plan	\$264.00	Delete		Delete		
	CASp Review		Move to Building Division Fees (Not based on job cost valuation) section		Move to Building Division Fees (Not based on job cost valuation) section		

Special Inspection/Pre-Site Inspection Fees:							
B4.3	Albion	\$368.00	\$293.00	-20.4%	\$363.00	-1.4%	
B4.3	Anchor Bay	\$495.00	\$502.00	1.4%	\$615.00	24.2%	
B4.3	Boonville	\$414.00	\$356.00	-14.0%	\$440.00	6.3%	
B4.3	Branscomb	\$539.00	\$486.00	-9.8%	\$591.00	9.6%	
B4.3	Calpella	\$326.00	\$244.00	-25.2%	\$307.00	-5.8%	
B4.3	Comptche	\$508.00	\$335.00	-34.1%	\$412.00	-18.9%	
B4.3	Covelo	\$680.00	\$585.00	-14.0%	\$712.00	4.7%	
B4.3	Elk	\$456.00	\$356.00	-21.9%	\$440.00	-3.5%	
B4.3	Fort Bragg		\$215.00		\$215.00		New Fee
B4.3	Gualala	\$566.00	\$565.00	-0.2%	\$692.00	22.3%	
B4.3	Hopland	\$387.00	\$257.00	-33.6%	\$319.00	-17.6%	
B4.3	Irish Beach	\$473.00	\$422.00	-10.8%	\$521.00	10.1%	
B4.3	Laytonville	\$498.00	\$413.00	-17.1%	\$504.00	1.2%	
B4.3	Leggett	\$645.00	\$547.00	-15.2%	\$660.00	2.3%	
B4.3	Longvale	\$494.00	\$370.00	-25.1%	\$454.00	-8.1%	
B4.3	Manchester	\$494.00	\$453.00	-8.3%	\$559.00	13.2%	
B4.3	Navarro	\$475.00	\$434.00	-8.6%	\$532.00	12.0%	
B4.3	Philo	\$469.00	\$367.00	-21.7%	\$451.00	-3.8%	
B4.3	Piercy	\$711.00	\$620.00	-12.8%	\$747.00	5.1%	
B4.3	Point Arena	\$482.00	\$460.00	-4.6%	\$566.00	17.4%	
B4.3	Potter Valley	\$398.00	\$296.00	-25.6%	\$366.00	-8.0%	
B4.3	Redwood Valley	\$353.00	\$248.00	-29.7%	\$311.00	-11.9%	
B4.3	Talmage	\$350.00	\$248.00	-29.1%	\$311.00	-11.1%	
B4.3	Ukiah	\$324.00	\$215.00	-33.6%	\$270.00	-16.7%	
B4.3	Westport	\$472.00	\$307.00	-35.0%	\$377.00	-20.1%	
B4.3	Whale Gulch	\$878.00	\$860.00	-2.1%	\$1,044.00	18.9%	
B4.3	Whitethorn	\$878.00	\$804.00	-8.4%	\$974.00	10.9%	
B4.3	Willits	\$443.00	\$297.00	-33.0%	\$367.00	-17.2%	
B4.3	Yorkville	\$500.00	\$374.00	-25.2%	\$458.00	-8.4%	

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Planning Division							
Division of Land Projects (*Project add-on fees may apply)							
P1.1	Boundary Line Adjustment Fee* (additional cost recovery applies)	\$1,439.00 + \$98/hr	\$1,278 + (Staff Time x Weighted Rate)		\$1,728 + (Staff Time x Weighted Rate)		Also updated description
P1.2	Certificate of Compliance Fee* (additional cost recovery applies)	\$1,257.00 + \$98.00/hr	\$830 + (Staff Time x Weighted Rate)		\$1,096 + (Staff Time x Weighted Rate)		Also updated description
P1.3	Major/Parcel Subdivision Fee* (additional cost recovery applies)	\$11,555.00 + \$98.00/hr	\$11,568 + (Staff Time x Weighted Rate)		\$15,339 + (Staff Time x Weighted Rate)		Also updated description
P1.4	Subdivision Modification Fee* (additional cost recovery applies)	\$4,700.00 + \$98.00/hr	\$5,035 + (Staff Time x Weighted Rate)		\$6,705 + (Staff Time x Weighted Rate)		Also updated description
P1.5	Subdivision Extension of Time Fee (additional cost recovery applies)	\$451.00 + \$98.00/hr	\$245 + (Staff Time x Weighted Rate)		\$335 + (Staff Time x Weighted Rate)		Also updated description
P1.6	Minor Subdivision Fee* (additional cost recovery applies)	\$5,796.00 + \$98.00/hr	\$6,393 + (Staff Time x Weighted Rate)		\$8,543 + (Staff Time x Weighted Rate)		Also updated description
P1.7	Subdivision Vesting of Tentative Map Fee (add-on fee to Major/Parcel Subdivision)		Move to Project Add-On Fees section		Move to Project Add-On Fees section		
	Subdivision Revised Map Fee* (additional cost recovery applies)	\$2,858.00 + \$98.00/hr	\$2,419 + (Staff Time x Weighted Rate)		\$3,249 + (Staff Time x Weighted Rate)		Also updated description
	Subdivision Exception to County Code Fee	\$2,083.00 + \$98.00/hr	Move to Project Add-On Fees section		Move to Project Add-On Fees section		
General Plan Project (*Project add-on fees may apply)							
P2.1	General Plan/Coastal Plan Amendment Fee* (additional cost recovery applies)	\$9,241.00 + \$98.00/hr	\$10,348 + (Staff Time x Weighted Rate)		\$13,789 + (Staff Time x Weighted Rate)		Also updated description
P2.2	Ordinance Amendment Fee* (additional cost recovery applies)	\$10,408.00 + \$98.00/hr	\$11,597 + (Staff Time x Weighted Rate)		\$15,448 + (Staff Time x Weighted Rate)		Also updated description
P2.3	Rezone Fee* (additional cost recovery applies)	\$6,672.00 + \$98.00/hr	\$7,687 + (Staff Time x Weighted Rate)		\$10,257 + (Staff Time x Weighted Rate)		Also updated description
P2.4	Development Agreement Fee* (additional cost recovery applies)	\$8,091.00 + \$98.00/hr	\$9,696 + (Staff Time x Weighted Rate)		\$12,876 + (Staff Time x Weighted Rate)		Also updated description
P2.5	Development Agreement Modification Fee* (additional cost recovery applies)	\$7,275.00 + \$98.00/hr	\$8,237 + (Staff Time x Weighted Rate)		\$10,967 + (Staff Time x Weighted Rate)		Also updated description
Coastal Project (*Project add-on fees may apply)							
P3.1	Categorical Exclusion Fee* (additional cost recovery applies)	\$425.00 + \$98.00/hr	\$552 + (Staff Time x Weighted Rate)		\$742 + (Staff Time x Weighted Rate)		Also updated description
P3.2	Coastal Development Permit (CDP) Admin/Standard Minor Fee* (additional cost recovery applies)	\$2,276.00 + \$98.00/hr	\$2,811 + (Staff Time x Weighted Rate)		\$3,781 + (Staff Time x Weighted Rate)		Also updated description
P3.3	CDP Administrative Fee* (additional cost recovery applies)	\$4,857.00 + \$98.00/hr	\$5,040 + (Staff Time x Weighted Rate)		\$6,751 + (Staff Time x Weighted Rate)		Also updated description
P3.4	CDP Administrative Immaterial Modification Fee* (additional cost recovery applies)		\$1,419 + (Staff Time x Weighted Rate)		\$1,419 + (Staff Time x Weighted Rate)		New Fee
P3.5	CDP Administrative Material Modification Fee* (additional cost recovery applies)		\$2,824 + (Staff Time x Weighted Rate)		\$2,824 + (Staff Time x Weighted Rate)		New Fee
P3.6	CDP Administrative Renewal Fee* (additional cost recovery applies)	\$1,090.00 + \$98.00/hr	\$1,419 + (Staff Time x Weighted Rate)		\$1,910 + (Staff Time x Weighted Rate)		Also updated description
P3.7	CDP Standard Fee* (additional cost recovery applies)	\$5,852.00 + \$98.00/hr	\$6,050 + (Staff Time x Weighted Rate)		\$8,050 + (Staff Time x Weighted Rate)		Also updated description
P3.8	CDP Standard Renewal Fee* (additional cost recovery applies)	\$1,239.00 + \$98.00/hr	\$1,719 + (Staff Time x Weighted Rate)		\$2,309 + (Staff Time x Weighted Rate)		Also updated description
P3.9	CDP Standard Material Modification Fee* (additional cost recovery applies)	\$3,968.00 + \$98.00/hr	\$3,747 + (Staff Time x Weighted Rate)		\$5,037 + (Staff Time x Weighted Rate)		Also updated description
P3.10	CDP Standard Immaterial Modification Fee* (additional cost recovery applies)		\$1,719 + (Staff Time x Weighted Rate)		\$1,719 + (Staff Time x Weighted Rate)		New Fee
P3.11	CDP Assignment Fee		\$152.00		\$152.00		New Fee
P3.12	Local Coastal Program Consistency Review Fee* (additional cost recovery applies)	\$2477.00 + \$98.00/hr	\$1,614 + (Staff Time x Weighted Rate)		\$2,144+ (Staff Time x Weighted Rate)		Also updated description
P3.13	Ministerial CDP for Accessory Dwelling Units Fee* (additional cost recovery applies)	\$425.00 + \$98.00/hr	\$552 + (Staff Time x Weighted Rate)		\$742 + (Staff Time x Weighted Rate)		Also updated description
P3.14	Emergency CDP Fee* (additional cost recovery applies)	\$1,916.00 + \$98.00/hr	\$1,378 + (Staff Time x Weighted Rate)		\$1,848 + (Staff Time x Weighted Rate)		Also updated description
P3.15	Mendocino Historical Review Board (MHRB)Major Fee* (additional cost recovery applies)	\$1,498.00 + \$98.00/hr	\$1,630 + (Staff Time x Weighted Rate)		\$2,180 + (Staff Time x Weighted Rate)		Also updated description
P3.16	Mendocino Historical Review Board (MHRB) Intermediate Fee* (additional cost recovery applies)	\$1,086.00 + \$98.00/hr	\$1,131 + (Staff Time x Weighted Rate)		\$1,311 + (Staff Time x Weighted Rate)		Also updated description
P3.17	Mendocino Historical Review Board (MHRB)Minor Fee* (additional cost recovery applies)	\$615.00 + \$98.00/hr	\$797 + (Staff Time x Weighted Rate)		\$1,067 + (Staff Time x Weighted Rate)		Also updated description
P3.18	Town of Mendocino Single Unit Rental/Vacation Home Rental Waiting List Fee		\$121.00		\$121.00		New Fee
P3.19	Mendocino Historical Review Board (MHRB) Sign Copy Change or Single Business Sign Fee* (additional cost recovery applies)		\$276 + (Staff Time x Weighted Rate)		\$276 + (Staff Time x Weighted Rate)		New Fee
Zoning Project (*Project add-on fees may apply)							
P4.1		\$3,040.00 + \$98.00/hr					Combined into one standard fee instead of breaking it out by
P4.2	Use Permit Fee* (additional cost recovery applies)	\$6,033.00 + \$98.00/hr	\$7,128 + (Staff Time x Weighted Rate)		\$9,498 + (Staff Time x Weighted Rate)		Minor/Major
	Use Permit - Minor Renewal/Modification	\$2,975.00 + \$98.00/hr					Combined into one standard fee instead of breaking it out by
	Use Permit - Major Renewal/Modification	\$4,216.00 + \$98.00/hr	\$5,604 + (Staff Time x Weighted Rate)		\$7,495 + (Staff Time x Weighted Rate)		Minor/Major
	Use Permit - Cottage Industry	\$2,650.00 + \$98.00/hr	Delete		Delete		
P4.3	Use Permit - Room and Board Fee* (additional cost recovery applies)		\$3,450 + (Staff Time x Weighted Rate)		\$3,450 + (Staff Time x Weighted Rate)		New Fee
P4.4	Use Permit - Room and Board Renewal/Modification Fee* (additional cost recovery applies)		\$3,207 + (Staff Time x Weighted Rate)		\$3,207 + (Staff Time x Weighted Rate)		New Fee
P4.5	Airport Land Use Commission Review Fee* (additional cost recovery applies)	\$1,930.00 + \$98.00/hr	\$2,000 + (Staff Time x Weighted Rate)		\$2,690 + (Staff Time x Weighted Rate)		Also updated description
P4.6	Airport Land Use Comm. Review Fee - City Project* (additional cost recovery applies)	\$960.00 + \$98.00/hr	\$1,019 + (Staff Time x Weighted Rate)		\$1,359 + (Staff Time x Weighted Rate)		Also updated description
P4.7	Ag. Preserve Contract Fee* (additional cost recovery applies)	\$3,733.00 + \$98.00/hr	\$4,752 + (Staff Time x Weighted Rate)		\$6,343 + (Staff Time x Weighted Rate)		Also updated description
P4.8	Ag. Preserve Rescind and Re-enter Fee* (additional cost recovery applies)	\$2,885.00 + \$98.00/hr	\$3,606 + (Staff Time x Weighted Rate)		\$4,766 + (Staff Time x Weighted Rate)		Also updated description

Proposed Fee Changes-April 22, 2025

Fee Increase	Red text represents fees with an increase greater than 50%
Fee Reduction	Requesting direction to staff to step up fees over two years for those fees with increases greater than 50%,
Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
P4.9	Ag. Preserve Cancellation or Partial Non-Renewal Fee* (additional cost recovery applies)	\$1,728.00 + \$98.00/hr	\$2,051 + (Staff Time x Weighted Rate)		\$2,681 + (Staff Time x Weighted Rate)		Also updated description
P4.10	Home Occupation Business License Review Fee	\$180.00	\$135.00	-25.0%	\$181.00	0.6%	Also updated description
P4.11	Business License Review Fee (zoning & occupancy)	\$357.00 + \$98.00/hr	\$255.00		\$341.00		Also updated description
P4.12	Development Review Fee* (additional cost recovery applies)	\$3,284.00 + \$98.00/hr	\$3,166 + (Staff Time x Weighted Rate)		\$4,256 + (Staff Time x Weighted Rate)		Also updated description
P4.13	Preapplication Conference Fee* (additional cost recovery applies)	\$840.00 + \$98.00/hr	\$893 + (Staff Time x Weighted Rate)		\$1,203 + (Staff Time x Weighted Rate)		Also updated description
P4.14	Surface Mining & Reclamation (SMARA) Use Permit Fee* (additional cost recovery applies)	\$8,680.00 + \$98.00/hr	\$9,876 + (Staff Time x Weighted Rate)		\$13,187 + (Staff Time x Weighted Rate)		Also updated description
P4.15	SMARA - Use Permit Renewal/Modification Fee* (additional cost recovery applies)	\$4,967.00 + \$98.00/hr	\$5,101 + (Staff Time x Weighted Rate)		\$6,842 + (Staff Time x Weighted Rate)		Also updated description
P4.16	SMARA Interim-Management Plan Fee* (additional cost recovery applies)	\$1,037.00 + \$98.00/hr	\$938 + (Staff Time x Weighted Rate)		\$1,268 + (Staff Time x Weighted Rate)		Also updated description
P4.17	Planning Consultation Fee (per hour, minimum one hour)		Staff Time x Weighted Rate		Staff Time x Weighted Rate		New Fee
P4.18	Cannabis Facilities Business License Review Fee		\$210.00		\$210.00		New Fee
P4.19	Variance	\$2,149.00 + \$98.00/hr	\$3,031 + (Staff Time x Weighted Rate)		\$4,061 + (Staff Time x Weighted Rate)		Also updated description
Administrative Project (*Project add-on fees may apply)							
P5.1	Administrative Permit Renewal Fee - other than temporary uses* (additional cost recovery applies)		\$1,458 + (Staff Time x Weighted Rate)		\$1,458 + (Staff Time x Weighted Rate)		New Fee
P5.2	Administrative Permit Fee - Wireless Communication* (additional cost recovery applies)	\$2,761.00 + \$98.00/hr	\$3,140 + (Staff Time x Weighted Rate)		\$4,220 + (Staff Time x Weighted Rate)		Also updated description
P5.3	Administrative Permit Fee* (additional cost recovery applies)	\$1,141.00 + \$98.00/hr	\$1,977 + (Staff Time x Weighted Rate)		\$2,657 + (Staff Time x Weighted Rate)		Also updated description
P5.4	Administrative Permit Festival/Event or Gathering	\$1,522.00 + \$98.00/hr	Delete		Delete		
	Administrative Permit Renewal Fee - Temporary Use* (additional cost recovery applies)	\$115.00 + \$98.00/hr	\$106 + (Staff Time x Weighted Rate)		\$142 + (Staff Time x Weighted Rate)		Also updated description
Other Project (*Project add-on fees may apply)							
P6.1	Private Road Naming Fee* (additional cost recovery applies)	\$985.00 + \$101.00/hr	\$972 + (Staff Time x Weighted Rate)		\$1,282 + (Staff Time x Weighted Rate)		Also updated description
Project Add-On Fees							
P7.1	Document Imaging (applies to every project)	\$147.00	Delete		Delete		
	Records Management Fee - Major Project		\$400.00		\$400.00		Split fee into Minor/Major Project
P7.2	Records Management Fee - Minor Project		\$205.00		\$205.00		Split fee into Minor/Major Project
P7.3	General Plan Maintenance (applies to every project)	\$200.00	Delete		Delete		
	General Plan Maintenance Fee - Major Project		\$500.00		\$500.00		Split fee into Minor/Major Project
P7.4	General Plan Maintenance Fee - Minor Project		\$200.00		\$200.00		Split fee into Minor/Major Project
P7.5	Environmental Review Fee	\$1,840.00	\$1,818.00	-1.2%	\$2,428.00	32.0%	
P7.6	Coastal Zone Review Fee (Does not apply to 'CoastalProjects')	\$1,200.00	\$1,305.00	8.8%	\$1,755.00	46.3%	
P7.7	SMARA Annual Inspection/Report Fee	\$3,270.00	\$3,097.00	-5.3%	\$4,127.00	26.2%	
P7.8	SMARA Exemption Determination Fee (additional cost recovery applies)	\$836.00	\$791 + (Staff Time x Weighted Rate)		\$1,061 + (Staff Time x Weighted Rate)		
P7.9	Vested Right Determination Fee (additional cost recovery applies)	\$4,882.00	\$3,221 + (Staff Time x Weighted Rate)		\$6,991 + (Staff Time x Weighted Rate)		
P7.10	Environmental Impact Report (EIR) Fee	\$5,000 Deposit and Cost +15%	EIRs are a flat deposit fee of \$5,000 to cost recover staff time for administration in initiating EIR process. In addition the applicant pays actual cost of the EIR contract/preparation plus 15% of contract amount to cover staff time in administering contract and review of EIR components.		EIRs are a flat deposit fee of \$5,000 to cost recover staff time for administration in initiating EIR process. In addition the applicant pays actual cost of the EIR contract/preparation plus 15% of contract amount to cover staff time in administering contract and review of EIR components.		
P7.11	Special Planning Commission Hearing	\$2,792.00	\$2,976.00	6.6%	\$4,046.00	44.9%	
P7.12	Inclusionary Housing In-Lieu Fee	Per MCC Chapter 20.238	Delete		Delete		
	Cell Tower GIS Add On	\$125.00	\$182.00	45.6%	\$242.00	93.6%	
P7.13	Violation/Penalty Fee	2x Application Fee or 3x Application Fee-Commercial	After-the-fact non-commercial penalty fee is equal to application base fee OR after-the-fact commercial penalty fee is equal to 2X application base fee.		After-the-fact non-commercial penalty fee is equal to application base fee OR after-the-fact commercial penalty fee is equal to 2X application base fee.		
P7.14	GMAC Referral Fee	\$185.00	\$185.00	0.0%	\$185.00	0.0%	
P7.15	Appeal to the Board of Supervisors Fee	\$2,074.00	\$2,354.00	13.5%	\$3,124.00	50.6%	
P7.16	Administrative Appeal Fee	\$2,753.00	\$2,490.00	-9.6%	\$3,340.00	21.3%	
P7.17	Code Enforcement Appeal	\$2,613.00	Delete		Delete		
	Application Update Fee	\$600.00	\$613.00	2.2%	\$823.00	37.2%	
P7.18	Per Parcel Add-on Fee for Major Subdivision, Parcel Division, Minor Subdivision, Boundary Line Adjustment or Certificate of Compliance	\$665.00	\$279.00	-58.0%	\$369.00	-44.5%	
P7.19	Re-Noticing Fee for a public hearing when applicant requests continuance to date uncertain	\$793.00	\$858.00	8.2%	\$1,168.00	47.3%	
P7.20	SMARA Extraction Multiple Sites Fee	\$2,516.00	\$2,542.00	1.0%	\$3,432.00	36.4%	

Proposed Fee Changes-April 22, 2025

Fee Increase	Red text represents fees with an increase greater than 50%
Fee Reduction	Requesting direction to staff to step up fees over two years for those fees with increases greater than 50%,
Delete, New Fee, or New Fee Structure	With % increase split evenly over two years. Amount shown in Proposed Fee is the fee at the full increase
Previous Board Direction to Reduce	so % change calculates correctly

Fee #	Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Proposed Fee (With Departmental Indirect Personnel Rate)	Percent Change	Comments
P7.21	Sonoma State University for the Northwest Information Center Review Fee		\$75.00		\$75.00		New Fee
P7.22	Single Family Residence Incentive - CDP Fee Reduction	\$877.00 (CDP Standard) or \$728.00 (CDP Admin)	CDP Base Fee Reduction of 15% when constructing a single-family residence		CDP Base Fee Reduction of 15% when constructing a single-family residence		
P7.23	Subdivision Vesting of Tentative Map Fee (add-on fee to Major/Parcel Subdivision)	\$4,699.00 +\$98.00/hr	\$5,586.00		\$7,456.00		
P7.24	Subdivision Exception to County Code Fee	\$2,083.00 + \$98.00/hr	\$2,286.00		\$3,076.00		
Service Fees							
P8.1	Zoning Letter Fee (additional cost recovery applies)	\$235.00	\$152 + (Staff Time x Weighted Rate)		\$202 + (Staff Time x Weighted Rate)		Also updated description
P8.2	Less Than 3 Acre Conversion Review Fee (additional cost recovery applies)	\$200.00 + \$90.00/hr	\$164 + (Staff Time x Weighted Rate)		\$204 + (Staff Time x Weighted Rate)		Also updated description
Map Reproduction/Misc. Fees							
P9.1	Quadrangle-combine with GIS Map Fee (per hour, 1 hour minimum)	\$55.00	\$121.00	120.0%	\$161.00	192.7%	
P9.2	GIS Map Fee (per hour, 10 min minimum)	\$89.00	\$121.00	36.0%	\$161.00	80.9%	
P9.3	Population Information Fee (per hour, 1 hour minimum)	\$106.00	\$121.00	14.2%	\$161.00	51.9%	
Cannabis Program Fees							
	Annual Application Fee	\$881.00	Delete		Delete		
	Annual Permit & Compliance Inspection Fee	\$738.00	Delete		Delete		
	Cottage Annual Application Fee	\$881.00	Delete		Delete		
	Cottage Annual Permit & Inspection Fee	\$504 FY 19-20/ \$738 FY 20/21	Delete		Delete		
	Second Application Fee (Same Owner & Property)	\$241.00	Delete		Delete		
	Cannabis Transferability Fee	\$333.62	Delete		Delete		
	Type 4 (Nurseries) Annual Permit & ComplianceInspection Fee	\$738.00	Delete		Delete		

County of Mendocino Master Fee Schedule - USING MODEL WITH SUPERVISION RATE				DRAFT	
Fee Title	Fee Amount			Government Code Justification	
Countywide Internal Fees					
Document Retrieval					
Retrieval of Document/Report over 5 years old	\$5.00				
Photocopy Fees					
Black & White-per page	\$0.10 Each				
Color-per page	\$0.25 Each				
Printing Fees					
	A-87 Actual costs				A-87 Actual costs
Postage Fees					
	A-87 Actual costs				A-87 Actual costs
Returned Check Fees					
	\$25.00				Actual Costs
Auditor Fees					
Earnings Withholding Order Processing	\$2.00				CCP Sec. 706.034
Check Stub Copy	\$2.00				
Duplicate Copy of W-2	\$10.00				
Facsimile Fees					
Local					
First page	\$2.50				
Each additional page	\$1.25				
Long Distance					
Each additional page	\$1.75				
Agriculture					
Site visit/Consultation	\$119.00				
Small animal trap placement & service (Up to 30 days per property for Raccoon, Skunk, Bobcat, Fox, Opossum, Coyote, other)	\$119.00				
Large animal trap placement & service (Up to 20 days per property for Bear, Lion, Feral Hog, other)	\$144.00				
Ranch service agreement - 1 year	\$983.00				
Ranch service agreement - 1 month	\$119.00				
Water Submeter Testing by Owner Request	\$64.00				Sec. 12210 B&P
Third Party Certifier Annual Application Fee	\$1,100.00				
Annual MSF Certification Program Fee	\$1,085.00				
Hourly Inspection Fee	\$119.00				
Pest Condition and Pest Treatment					
State Phytosanitary Certificates					
Minimum Charge (1 Certificate)	\$24.00				Sec. 5202 CFAC
Number of Certificates (2-3)	\$24.00				Sec. 5202 CFAC
Number of Certificates (4-6)	\$49.00				Sec. 5202 CFAC
Number of Certificates (7-9)	\$49.00				Sec. 5202 CFAC
Number of Certificates (10 +)	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 5202 CFAC; Reso. No. 22-091
Federal Phytosanitary Certificates					
Each Certificate	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 5202 CFAC; Reso. No. 22-091
Certificates of Quarantine Compliance					
Minimum Charge (1 Certificate)	\$24.00				Sec. 5202 CFAC
Number of Certificates (2-6)	\$24.00				Sec. 5202 CFAC
Number of Certificates (7-12)	\$49.00				Sec. 5202 CFAC
Number of Certificates (13-19)	\$49.00				Sec. 5202 CFAC
Number of Certificates (20 +)	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 5202 CFAC; Reso. No. 22-091
Certification of Pest Treatment					
For Supervision of fumigation, cold storage, dip or other treatments and certification pursuant to CFAC, Federal Quarantine Regulations or County Ordinance	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Reso. No. 22-091
Regulatory Trapping					
To comply with quarantines involving other foreign countries, states, and counties	Agricultural Field Inspector's hourly weighted rate plus IRS rate/mile, plus cost of traps				Reso. No. 22-091
Weighing and Measuring Device Inspection					
Tests for Non-commercial inspection					Sec. 12210 B&P
Tests for Commercial Devices upon request from owner when testing could be performed by a registered repairman					Sec. 12210.5 B&P
Charges for travel, stand-by, and return call charges for a second test in the same calendar year.					
Small Capacity Scales (up to 10,000 GVW)					
Per Hour	\$109.00				
Per Mile	\$1.50				
Large Capacity Scales (10,000 to 40,000 GVW)					
Per Hour	\$218.00				
Per Mile	\$2.00				
Large Capacity Scales (more than 40,000 GVW)					
Per Hour	\$218.00				
Per Mile	\$2.50				
Retail Gasoline Dispensers					
Per Hour	\$109.00				
Per Mile	\$0.75				
Wholesale Petroleum Meters					
Per Hour	\$109.00				

Per Mile	\$1.00				
Liquefied Petroleum Gas Meters					
Per Hour	\$109.00				
Per Mile	\$0.85				
All Other Commercial Devices					
Per Hour	\$109.00				
Per Mile	\$1.00				
Bee Charges					
Certification for Exportation of Bees on Comb	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Secs. 29141, 29143 CFAC; Reso. No. 22-091
Certification of Colony Strength	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 29195 CFAC; Reso. No. 22-091
Registration of Apiary	\$64.00				Secs. 29040, 29043, 29044 CFAC
Fruit, Nut, and Vegetable Certificates					
Certification for other state or country	\$37.00				Sec. 42793 CFAC
Certified Producer Certificate	\$37.00				Reso. No. 13-042, 1392.8 CCR
Certified Farmer's Market Certificate	\$37.00				Sec. 1392.8 CCR
Fresh Fruit & Vegetable Wholesaler Registration	\$37.00				Sec. 43061 CFAC
Commercial Fruit & Vegetable Inspector Registration	\$37.00				Sec. 57302 CFAC
Determination of Soluble Solids for Grapes for Wine and Byproducts (minimum charge 4 hours)	Agricultural Field Inspector's weighted hourly rate				Sec. 41164 CFAC
Farm Labor Contractors					
Farm Labor Contractor Registration	\$37.00				Sec. 1695 CLC, Sec. 12999.5(d) CFAC
Structural Pest Control License Applicant's Exam Fee					
Administration of a Field Representative Examination	\$37.00				Sec. 1948(a)(8) B&P
State Fees Collected by Mendocino County					
Device Administrative Fee (Water, Vapor, & Electric submeters)	\$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Small scales, meters & dispensers)	\$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Liquid gas meters, heavy capacity scales)	\$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Vehicle scales)	\$37.00				B&P 12027, 12107, 12241
State Export Certification	\$37.00				CCR 4603(i)
Master Permit	\$134.00				CCR 4603(i)
Air Quality Management District					
Please Refer to Air Quality Management District Website					
Animal Care & Control					
Adoption - Canine/Feline (plus any vaccination fees)	\$53.00				F&Ag 31108
Spay/Neuter Refundable Deposit	\$75.00				Reso No. 10-149, F&Ag 30503
Canine License:					
Altered	\$31.00				Reso. No. 11-073, FA 30804.5, 30652
Unaltered	\$62.00				Reso. No. 11-073, FA 30801
3-Year License	\$172.00				
3-Year S/N License	\$76.00				
Duplicate License/Tag	\$8.00				FA 30502, 30803
Delinquent Licensing Penalty	\$40.00				
Delinquent Licensing Penalty - Unaltered	\$70.00				
Potentially Dangerous/Vicious Dog License	\$100.00				FA 31641
Impound/Redemption Fee - Unaltered:					
1st Offense	\$75.00				FA 31251
2nd Offense	\$110.00				FA 31251
3rd Offense	\$155.00				FA 31251
Each offense after 3rd w/in 2 yr. period	\$180.00				FA 31251
Impound/Redemption Fee - Altered:					
1st Offense	\$51.00				FA 31251
2nd Offense	\$81.00				FA 31251
3rd Offense	\$125.00				FA 31251
Each offense after 3rd w/in 2 yr. period	\$161.00				FA 31251
Non-Commercial Residential Kennel:					
05 - 10 Canines	\$147.00				Reso. No. 11-073, FA 30807
11 - 20 Canines	\$205.00				Reso. No. 11-073, FA 30807
21 - 50 Canines	\$353.00				Reso. No. 11-073, FA 30807
Re-Inspection Fee	\$69.00				
Feed & Care Fee (Canine) (per day)	\$31.00				Reso. No. 10-149, CIV 1834, PC 597e
Feed & Care Fee (Feline) (per day)	\$31.00				Reso. No. 10-149, CIV 1834, PC 597e
Feed & Care Fee (Quarantine Animals) (per day)	\$39.00				Reso. No. 10-149
Trap Rental (per week)	\$10.00				
Refundable Trap Deposit	\$74.00				
Vicious PDA (Potentially Dangerous Animal) Hearing Fee	\$490.00				
Handling of Large Animal	Actual Cost				
Veterinarian Treatment	Actual Cost				
Emergency Call-Out	\$151.00				
Owner Animal Surrender at Shelter	\$59.00				
Pick Up of Owned Animal	\$124.00				
Owner Animal Surrender at Shelter w/Litter	\$75.00				
Small Animal Carcass Removal	\$124.00				
Incineration of Animal	\$59.00				Reso. No. 10-149
Home Quarantine Inspection	\$69.00				HS 121595, 121600, 121610 CCR
Exotic Animal Permit	\$202.00				
Heartworm Test - Canine	\$26.00				
DHLPP Vaccine	\$23.00				Reso. No. 11-073
FVRCP Vaccine	\$23.00				Reso. No. 11-073
RABIES Vaccine	\$20.00				Reso. No. 14-047
BORDATELLA Vaccine	\$18.00				

FELV Vaccine	\$30.00				Reso. No. 22-091
FELV/FIV Test	\$29.00				
Microchip	\$17.00				
Feline Carriers	\$6.00				
Feline Neuter	\$58.00				Reso. No. 11-073, FA 30520
Feline Spay	\$94.00				Reso. No.'s 11-073, 22-091
Canine Neuter (Under 40 lbs.)	\$129.00				Reso. No.'s 11-073, 22-091
Canine Neuter (From 40-70 lbs.)	\$154.00				Reso. No.'s 11-073, 22-091
Canine Spay (Under 40 lbs.)	\$171.00				Reso. No.'s 11-073, 22-091
Canine Spay (From 40-70 lbs.)	\$186.00				Reso. No.'s 11-073, 22-091
Basic Exam	\$22.00				
IV Fluids	\$22.00				
Additional Fluids (per bag)	\$18.00				
Sedation (Under 40lbs)	\$37.00				
Sedation (Over 40lbs)	\$55.00				
Anesthesia (Under 40lbs)	\$37.00				
Anesthesia (Over 40lbs)	\$55.00				
Cephazolin Injection	\$17.00				
Antibiotics (per prescription)	\$29.00				Reso. No. 22-091
Suture (per pack)	\$7.00				
Crypt Orchid (Small)	\$31.00				
Crypt Orchid (Large)	\$37.00				
IDEXX at Cost	\$324.00				
Ear Mite Treatment and Flush	\$15.00				
Worming (per tablet)	\$21.00				Reso. No. 22-091
PARVO Test	\$56.00				Reso. No. 22-091
RVT Rate	Actual Cost and Time				
Vet Rate	Actual Cost and Time				
Fecal Test	\$22.00				
Protective Collar 7.5"	\$6.00				
Protective Collar 15"	\$7.00				
Protective Collar 25"	\$10.00				
Bitter Orange (1ounce)	\$5.00				
Bitter Orange (2ounce)	\$6.00				
FLEA Prevention	\$11.00				Reso. No. 22-091
DAPP	\$23.00				Reso. No. 22-091
LEPTO	\$23.00				Reso. No. 22-091
RABIES at cost (State)	\$10.00				Reso. No. 22-091
MICROCHIP at cost	\$15.00				Reso. No. 22-091
Canine Neuter (Above 70 lbs)	\$167.00				Reso. No.'s 11-073, 22-091
Canine Spay (Above 70 lbs)	\$217.00				Reso. No.'s 11-073, 22-091
Outside Vet Services	\$530.00				
Assessor-Clerk-Recorder					
Assessor Fees					
Maps & Labels					
Assessor Plat Maps	\$6.00				
Plat Map Subscription (Annual)	\$225.00				
Plat Map Updates for Subscribers	\$3.00				
Plat Map, per page, full book	\$3.00				
Archived Assessor's Maps, per page	\$6.00				
Microfiche Copies	\$4.00				
Photocopies of Map Index, per page	\$4.00				
County Maps, each	\$5.00				
Other					
Comparable Sales List, Viewing	\$10.00				
Brooktrails Block/Lot Index	\$35.00				
Aerial Photo Deposit	\$190.00				
Aerial Photo Index, Each	\$5.00				
Aerial Photo Rental, Each (First 2 weeks)	\$5.00				
Aerial Photo Rental, Late Fee, each work day/per photo	\$2.00				
Aerial Photocopies, 2005-06 Fly Over only	\$13.00				
Facsimile Charges, first page	\$1.50				
Facsimile Charges, each additional page	\$1.00				
Postage and Handling	\$0.30				
Screen Print	\$7.00				
Property Characteristics, per parcel (Non-Owner)	\$10.00				
Photocopies, per page	\$2.00				
Research Time, Per Hour, with minimum of \$25.00	\$50.00				
Certification of a Record	\$15.00				
Filming of Complete Map Set, per map	\$2.00				
Boundary Line Adjustment, Certificate of Compliance and Subdivisions up to four parcels	\$200.00 for Subdivisions up to 4 parcels +\$50.00 for each additional parcel				
Mobile Home Tax Clearance Certificate	\$25.00				
Estimate of Lien, parcel divisions	\$28.00				
Data Processing Services	Actual Cost				
Processing Fee for Parent-Child and Grandparent-Grandchild Exclusion	\$175.00				Sec 54985 GC.
Clerk-Recorder Fees					
Election Fees					
Photocopy of Campaign and Conflict of Interest Statements (per page)	\$0.10				GC 81008
Non-Standard Photocopies (election result tapes) - Hourly Rate	\$86.31				
Retrieval of statements 5 or more years old (per statement)	\$50.00				GC 81008
Labels of registered voters (per thousand)	\$36.00				EC 2190
Plus set up fee	\$40.00				
Index of registered voters (per thousand)	\$28.00				EC 2190

Plus set up fee.	\$65.00				
Certificate of Registration	\$16.00				EC 2167
Filing Notice of Intent of Initiative Petition (Fee will be refunded if petition is certified to be sufficient within one year of filing.)	\$200.00				EC 9103
Sale of Electronic Voter Registration Information With History	\$225.00				
Without History	\$200.00				
Plus set up fee for each	\$25.00				
Minimum Fee for Entities Not Going to Election	\$300.00				Reso. No. 22-091
Filing Notice of Determination re Negative Declaration pursuant to Pub. Resource Code 21080(c)	\$50.00 plus \$2,548.00 as set by State				F&C 711.4(d), Reso No. 22-091
Filing Notice of Determination re Environmental Impact Report prepared pursuant to CA Environmental Quality Act	\$50.00 plus \$3,539.25 as set by State				F&C 711.4(d), Reso No. 22-091
Absentee Lists					
Set-up	\$65.00				
Daily printing	\$26.00				
Clerk Fees					
Marriage License					
Marriage license	\$95.00				GC 26840
Confidential marriage license	\$97.00				GC 26840.1, 8
Issuance of marriage license outside of normal business hours	\$95.00				GC 26840.2
Performance of marriage, during office hours	\$50.00				GC 26861
Fictitious Business License					
Filing and indexing Fictitious Business Name Statement and one certified copy	\$46.00				B&C P 17929(a)
Each additional name on same statement (business and partner's names)	\$5.00				B&C P 17929(a), (b)
Additional certified copy of Fictitious Business Name Statement	\$1.85				B&C P 17926(b)
Filing and indexing a Statement of Abandonment of Fictitious Business Name Statement	\$32.00				B&C P 17929(c)
Filing and indexing a Statement of Withdrawal from Partnership	\$32.00				B&C P 17929(d)
Affidavit of publication of Notice of dissolution of partnership per Corp. C 15035.5	\$25.00				GC 26850
Other					
Searching records (per year, per name)	\$5.00				GC 26854
Copy Fees Per Page 8 1/2" X 11" To 8 1/2" X 14"	\$0.10				
Documents Other Than 8 1/2" X 11" To 8 1/2" X 14" (Per Hour)	\$64.00				
Certifying to a photocopy of any filed paper (per document)	\$1.75				GC 26833
Comparing (per page, in addition to fee for certifying)	\$8.00				GC 26837
Certificate for which fee is not otherwise fixed	\$1.75				GC 26836
Exemplification of photocopy of record (in addition to photocopying or comparing charges)	\$20.00				GC 26839
Taking affidavit and/or acknowledgment, including Certificate, per signature	\$2.25				GC 26853, 55
Certificate to official capacity of public official	\$2.25				GC 26852
Filing and indexing Auctioneer's Bond	\$2.00				GC 26849
Filing and entering appointment of Humane Officer	\$5.00				CC 607f
Filing, canceling, revoking, or withdrawing bond of Notary Public. Applicable recording fees made payable to the County Recorder also collected at the time of filing bond.	\$25.00				GC 26849.1
Registration of Professional Process Server	\$100.00				B&C P 22352
Filing, canceling, revoking or withdrawing Professional Process Servers bond	\$13.00				B&C P 22353(c)
Registration of Professional Photocopier, if not a Professional Process Server (plus bond)	\$175.00				B&C P 22453
Registration of Professional Photocopier, if a Professional Process Server	\$100.00				B&C P 22453.1
Filing, canceling, revoking or withdrawing a Professional Photocopier bond	\$13.00				B&C P 22455(a)(2)
Each additional card regarding Professional Photocopier	\$10.00				B&C P 22453
Filing and indexing of other papers for which a fee is not elsewhere provided	\$2.25				GC 26850
Certificate in re certificate of authority issued by Insurance Commission	\$2.25				GC 26851
Filing a Power of Attorney for Admitted Surety Insurer	\$14.00				GC 26855.1
Filing a Power of Attorney for Admitted Surety Insurer, if more than one name on Power of Attorney (per additional name)	\$2.25				GC 26855.1
Filing Notice of Cancellation, Revocation or Withdrawal of Power of Attorney for Admitted Surety Insurer	\$5.50				GC 26855.1
Filing Notice of Cancellation, Revocation or Withdrawal of Power of Attorney for Admitted Surety Insurer, if more than one name on Notice (per name)	\$2.25				GC 26855.1
Filing Financial Statement of Admitted Surety Insurer	\$3.50				GC 26855.2
Filing a Surrender, Revocation, Cancellation, Annulment or Suspension of Certificate of Surety	\$3.50				GC 26855.3
Authentication of any document per court order (per signature)	\$2.00				

Filing Notice of Determination re Negative Declaration pursuant to Pub. Resource Code 21080(c)	\$50.00 plus \$1,800.00 as set by State				F&G 711.4(d)
Filing Notice of Determination re Environmental Impact Report prepared pursuant to California Environmental Quality Act	\$50.00 plus \$2,500.00 as set by State				F&G 711.4(d)
CEQA filing requiring no fee to Department of Fish and Game	\$50.00				F&G 711.4(d)
Recorder Fees					
Regular Recording Fees					
First page (8½' x 11')	\$14.00				GC 27361
Each additional page	\$3.00				GC 27361
Additional recording fee for documents containing pages other than 8½' x 11' fee per page for every page of entire document	\$3.00				GC 27361
Penalty print (per page)	\$1.00				GC 27361
When two or more documents serially incorporated into one form, each will be considered as separate.	\$13.00 for each document after first				GC 27361
Release of lien by government agency	\$17.00				GC 27361.3
Military discharge	No fee				GC 27381
State or local governmental entity recording fee when document is for the benefit of the government entity	No fee				GC 27383
Each additional reference indexed	\$1.00				GC 27361.2
Indexing documents with more than 10 names - for each additional 10 names or fraction thereof	\$1.00				GC 27361.8
Transfer of title documents recorded without Preliminary Change of Ownership Report	\$20.00				R&T 480.3(b)
Notification of Involuntary Lien - (per debtor)	\$5.00				GC 27387
Filing of Maps (first page)	\$9.00				GC 27372
Each additional page	\$2.00				GC 27372
SB2 Fee - Building Home & Jobs Fee	\$75.00, not to exceed \$225				GS2788.1, Reso No. 22-091
Preliminary 20-day Filing and Notice	\$25.00				GC 27361.9, CC 3097
Copy Fees					
Official records and small maps					
First page	\$5.00				GC 27366
Each additional page of same document	\$1.00				GC 27366
Official records from large books and ledgers					
First page	\$6.00				GC 27366
Each additional page of same document	\$1.00				GC 27366
Large maps					
First page	\$7.00				GC 27366
Each additional page of same map	\$3.00				GC 27366
Certified Copy of Birth	\$29.00				H&S 103625, Reso No. 22-091
Birth Certificate for Public Agency	\$22.00				H&S 103625, Reso No. 22-091
Marriage Certificate	\$17.00				H&S 103625, Reso No. 22-091
Marriage Certificate for Public Agency	\$12.00				H&S 103625, Reso No. 22-091
Death Certificate for Public or Public Agency	\$24.00				H&S 103625, Reso No. 22-091
Certification of photocopy, per document	\$1.00				GC 27364
Microfilm (per roll)	\$22.00				GC 54985
Microfilm 35mm (per roll)	\$23.00				GC 54985
CD of Official Records - Mailed Weekly	\$40.00				
Vital Records Search Fees					
Birth	\$29.00				H&S 103625, Reso No. 22-091
Marriage	\$17.00				H&S 103625, Reso No. 22-091
Death	\$24.00				H&S 103625, Reso No. 22-091
General records (per year, per name)	\$5.00				GC 27369
Miscellaneous Fees					
Returned check charge	\$50.00				GC 6151.7(b)
Remote access fee (per month)	\$175.00				
Clerk of the Board					
(Shared fees exist in relation to planning-related items, please refer to Planning and Building Services)					
Copy of CD recording of Board of Supervisor's meeting	\$34.00				
Copy of DVD recording of Board of Supervisor's meeting	\$34.00				
Board Audio Recording (USB Flash Drive)	\$34.00				GC 6256, 6257
Board Chambers - Half Day Rate	\$103.00				
Board Chambers - Full Day Rate	\$171.00				
Other					
Assessment Appeals Board (AAB) Application for Changed Assessment Processing Fee	\$137.00				
Assessment Appeals Board Finding of Fact (See County Counsel)	\$0.00				Reso. No.'s 11-072, 13-065
Certification Fee (per certification)	\$2.25				GC 6256, 6257
Comparison of Pages (per page)	\$2.25				
Recordings of Proceedings/Actual Cost	\$34.00				
Transcripts of Proceedings/each	Actual Cost				
Multiple Planning Appeals	Fee of the most expensive appeal and one-half the fee of EACH additional fee				
County Counsel					
Special District Fees: Legal Services fee for Special Districts, Boards and Commissions	\$248.00 per hour				
Planning and Building Services and Department of Transportation: Charges for Minor Subdivision Reviews which include: Road Maintenance Agreements, Private Road Maintenance Agreements, Subdivision Improvement Agreements and Monumentation Agreements.	\$248.00 per hour				
Planning and Building Services and Department of Transportation: Development Agreement Reviews	\$248.00 per hour				
Conservatorship Fees: LPS and Probate Cases for reappointments and accountings.	\$248.00 per hour				California Probate Code Section 2640

Public Administrator Cases	\$248.00 per hour				California Probate Code Section 10811
Release of Lis Pendens in Civil Litigation Cases	\$248.00 per hour				
Fee for Written Findings of Fact: Collection instructions: BOE -AH(SI) or any revision thereof.	\$248.00 per hour				
Cultural Service Agency					
Library					
Miscellaneous					
Fines					
Out of State Interlibrary Loan fee to other states	\$10.00				Reso No. 10-109
Interlibrary Loan to our customers	\$2.00				Reso No. 10-109
Records Center					
Photocopy	\$10 per page				
Printing	\$10 per page				
Replacement Fees					
Damaged Item Fee	Replacement Cost + \$10.00 per item				Reso. No. 22-091
Lost Item Fee	Replacement cost plus \$5.00 per item				Reso. No. 22-091
Public Computer Use Fees					
USB Flash Drives	\$5.00				
Earbuds	\$3.00				
Meeting Room - Library use, sponsored groups, non-profits, free & open to public meetings	Free				
Meeting Room - for private or commercial use - hourly use fee	\$30.00				
Museum					
Photocopies					
Photocopies from published printed works					
8.5"x11"	\$10 per page				
8.5"x14"	\$25 per page				
11"x17"	\$50 per page				
Photocopies from material in manuscript					
8.5"x11"					
8.5"x14"	\$75 per page				
11"x17"	\$100 Per page				
Digital Reproduction Fees					
Image Reproduction file (copy) up to 600 DPI	\$21.00				Reso. No. 22-091
Digital Video/Audio file (copy) up to 60 Minutes	\$27.00				Reso. No. 22-091
Flash drive for digital files	\$12.00				Reso. No. 22-091
Access and Use Fees					
Microfilm/Microfiche Access - Each	\$8.00				Reso. No. 22-091
Image Use Fee	\$20.00				Reso. No. 22-091
Image Use Fee to Non-Profit	FREE				Reso. No. 22-091
Audio/Visual Use Fee - up to 60 Minutes Each	\$50.00				Reso. No. 22-091
Audio/Visual Use Fee - up to 60 Minutes Each to Non-Profit	FREE				Reso. No. 22-091
Research Fees					
Research Fee - 1st Hour Free, Then for Each 30 Minutes up to 8 Hours/Project	\$53.00				Reso. No. 22-091
Microfilm/Microfiche - Staff Search for Each	\$28.00				Reso. No. 22-091
Shipping and Handling Fees					
Shipping and Handling	Shipping Cost + \$23.00 Handling fee				
Museum Guided Programs					
Tier I Guided Activity Ticket Price	\$3.00				Reso. No. 22-091
Tier II Guided Activity Ticket Price	\$9.00				Reso. No. 22-091
Tier III Guided Activity Ticket Price	\$14.00				Reso. No. 22-091
Tier IV Guided Activity Ticket Price	\$18.00				Reso. No. 22-091
Museum Space Use					
Wonacott Classroom - private or commercial Day Use Fee	\$191.00				Reso. No. 22-091
Wonacott Courtyard or Classroom - private or commercial Hourly Use Fee	\$63.00				Reso. No. 22-091
Museum Classroom & Courtyard Use by Museum, sponsored groups, non-profits, free & open to public meetings	Free				Reso. No. 22-091
Museum Freezer for Artifacts- 10 Day Session	\$53.00				
Executive Office					
General					
Film Permits					
Film Permit	\$203.00				
Facilities					
Veterans Hall Rental Fees					
Public Use (Public or Private Functions)	\$500.00 per day				Reso. No. 19-331
Congressional Chartered Groups and Auxiliaries	Free				
Historically Sponsored Groups	Free				
All County Departments and Agencies for Official Functions	Free				
Non-Profit Veterans related groups	\$90.00 per day				
Recognized Employee Groups	\$90.00 per day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies)	\$350.00 per day				Reso. No. 19-331
Cleaning Deposit (Refundable Deposit)	\$500.00 per rental				Reso. No. 19-331
Key Deposit (Refundable Deposit)	\$25.00				
Parks and Recreation					
Low Gap Park - Group Picnic Area Day Use Fee	\$145.00				Reso. No. s 22-091, 19-170
Mill Creek Park - Group Area Day Use Fee	\$145.00				Reso. No. s 22-091, 19-170
Bower Park - Group Picnic Area Day Use Fee	\$145.00				Reso. No. s 22-091, 19-170
Indian Creek Day Use Parking	\$5.00				Reso. No. s 22-091, 19-170

Indian Creek Park Camp (per night, per vehicle)	\$35.00				Reso. No.'s 22-091, 19-170
Redwood Valley Lion's Park - Group Picnic Area Day Use Fee	\$145.00				Reso. No.'s 22-091, 19-170
Redwood Valley Lion's Park - Electrical Power Box Rental Fee	\$100.00				
Redwood Valley Lion's Club Park - Annual Property Use Fee	\$180.00				
Refundable Park Cleaning Deposit - Less than 50 People	\$50.00				
Refundable Park Cleaning Deposit - More than 50-100 People	\$100.00				
Large Gathering/Special Event Permit	\$250.00				
Large Gathering/Special Event Cleaning/Damage Refundable Deposit	\$150.00				
Redwood Valley Lion's Park - Refundable Dumpster Use and Key Access Fee \$25.00 (\$25 Refundable Key Rental Fee)	\$50.00				
Low Gap Park/Mill Creek Park - Vehicle Access Key Rental Fee (48-hour rental/Refundable)	\$25.00				Reso. No.'s 22-091, 19-170
Low Gap/Mill Creek Park - Vehicle Access Key Late Return Fee *Note: Fee is per day, up to a maximum 5 days	\$15.00 per day (\$75.00 max)				Reso. No.'s 22-091, 19-170
Park Day Use Rescheduling Fee	\$25.00				Reso. No.'s 22-091, 19-170
Park Day Use Cancellation Fee * Note: Partial refunds given at least 30 days prior to scheduled reservation date	\$25.00				Reso. No.'s 22-091, 19-170
Information Services					
Provision of GIS Data - Vector Data	\$47.00				
GIS Services to Outside Agencies - Information Services	Cost of Labor				Hourly charge for services
Public Health, Behavioral Health, and Social Services					
Environmental Health					
Body Art Program Fees					
Body Art Facility	\$191.00				H&S 101325, 119324.5
Practitioner Registration	\$103.00				H&S 101325, 119324.5
Mobile Body Art Facility	\$161.00				H&S 101325, 119324.5
Temporary Body Art Facility	\$138.00				H&S 101325, 119324.5
Plan Review, Major	\$325.00				H&S 101325, 119324.5
Plan Review, Minor	\$187.00				H&S 101325, 119324.5
Cannabis Fee					
Cannabis Facility Business License Review (EHHAZ)	\$155.00				
Initial Cannabis Review	\$193.00				
Cottage Food Fees					
Class A Registration	\$335.00				H&S 101325, 113715
Class B Permit	\$507.00				H&S 101325, 113715
Food Establishment Fees					
Restaurant & Bar over 650 square feet	\$1,122.00				H&S 101325, 113713
Restaurant & Bar under 650 square feet	\$963.00				H&S 101325, 113713
Restaurant over 650 square feet	\$858.00				H&S 101325, 113713
Restaurant under 650 square feet	\$594.00				H&S 101325, 113713
Satellite School Kitchen	\$694.00				
School Kitchen	\$483.00				
Bed & Breakfast	\$362.00				H&S 101325, 113713
Continental Breakfast Only	\$407.00				H&S 101325, 113713
Bars	\$493.00				H&S 101325, 113713
Food Establishment Permit Low Risk Minimal - Limited Food Preparation	\$635.00				
Seasonal Restaurant (6 months or less)	\$520.00				H&S 101325, 113713
Mobile Food Preparation Unit	\$787.00				H&S 101325, 113713
Temporary Food Facility					
Temporary Food Facility: Temporary Hazardous Food Booth (submitted 5 or more days prior to the event)	\$126.00				H&S 101325, 113713
Temporary Food Facility: Temporary Hazardous Food Booth (submitted less than 5 days before the event)	\$123.00				H&S 101325, 113713
Temporary Food Facility: Three or more events per year	\$122.00				H&S 101325, 113713
Temporary Non-Hazardous Food Facility					
Temporary Non-Hazardous Food Facility: Prepackaged Only	\$93.00				
Temporary Non-Hazardous Food Booth: Three or more events per year Prepackaged Only	\$106.00				
Temporary Non-Hazardous Food Booth: (submitted at least 5 days prior to the event)	\$104.00				H&S 101325, 113713
Temporary Non-Hazardous Food Booth (submitted less than 5 days before the event)	\$103.00				H&S 101325, 113713
Temporary Non-Hazardous Food Facility: Three or more events per year	\$134.00				H&S 101325, 113713
Catering Kitchen (not covered in other fee category)	\$466.00				H&S 101325, 113713
Catering in a Permitted Facility	\$379.00				H&S 101325, 113713
Bakery	\$908.00				H&S 101325, 113713
Bakery with Units (Deli/ Restaurant / etc.)	\$1,019.00				H&S 101325, 113713
Large Retail Market (over 10,000 square feet)	\$1,022.00				H&S 101325, 113713
Large Retail Market (over 10,000 square feet) with units	\$1,813.00				H&S 101325, 113713
Medium Retail Market (over 2,000 square feet but under 10,000 square feet)	\$732.00				H&S 101325, 113713
Medium Retail Market (over 2,000 square feet but under 10,000 square feet) with units	\$758.00				H&S 101325, 113713
Small Retail Market (under 2,000 square feet including units)	\$705.00				H&S 101325, 113713
Mobile Food Facility (Vehicles)	\$696.00				H&S 101325, 113713
Mobile food facility - Category A (Prepackaged Only)	\$389.00				
Mobile food facility - Category B (Limited food preparation)	\$600.00				
Mobile food facility - Category C (High risk food preparation)	\$808.00				
Farmers Market	\$301.00				H&S 101325, 113713

Produce Stand/Produce Truck	\$359.00				Reso. No. 13-042, H&S 101325, 113713
Low Risk Minimal Food (includes small school kitchens)	\$386.00				H&S 101325, 113713
Plan Review, Major	\$882.00				H&S 101325, 113713
Plan Review, Minor	\$520.00				H&S 101325, 113713
Vending Machines, per year (9.08150 MCC):					
Vending Machines, per year (9.08150 MCC): 1-10 Machines	\$234.00				H&S 101325, 113713
Vending Machines, per year (9.08150 MCC): 11 or more Machines	\$386.00				H&S 101325, 113713
Organized Camps	\$420.00				H&S 101325, 113713
Community Event Application (less than 15 vendors)	\$305.00				H&S 101325, 113713
Community Event Late Application (less than 15 vendors)	\$366.00				H&S 101325, 113713
Community Event Application (15 or more vendors)	\$305.00				H&S 101325, 113713
Community Event Late Application (15 or more vendors)	\$348.00				H&S 101325, 113713
Food Handler Certification Class with book	\$139.00				H&S 101325, 113713
Food Handler Certification (exam only)	\$172.00				H&S 101325, 113713
Food Handler Certification Class Only	\$106.00				H&S 101325, 113713
Additional Fee for Private On-site Water System	\$178.00				H&S 101325, 113713
Water Program Fees					
State Small Water System Operational Permit	\$554.00				H&S 64253, 64259
Green Emissions Reduction Fees					
Green Emissions Reduction Measures Permit	\$179.00				
Solid Waste Fees					
Applications					
Applications: Hearing Panel Appeal	\$1,566.00				H&S 101025, 101325P, RC 43202, 43213
Applications: Solid Waste (fee per hour)	\$135.00				H&S 101025, 101325P, RC 43202, 43213
Annual Inspection Fees					
Full Solid Waste Facility Permit:					
Annual Inspection Fees, Full Solid Waste Facility Permit: Wood waste Disposal Site	\$8,871.00				H&S 101025, 101325, PRC 43202, 43213
Annual Inspection Fees, Full Solid Waste Facility Permit: Composting Facility Site	\$9,844.00				H&S 101025, 101325, PRC 43202, 43213
Annual Inspection Fees, Full Solid Waste Facility Permit: Large Volume Transfer Station or Material Recovery Facility	\$5,150.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification:					
Enforcement Agency Notification: Small Volume Transfer Station	\$2,575.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Inactive Municipal Solid Waste Landfill	\$8,023.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Agricultural/ Green Material/Compost	\$1,716.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Construction and Demolition Facility/Chipping & Grinding/ Inert Debris	\$1,907.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit:					
Registration Permit: Medium Volume Transfer Station	\$8,775.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Annual Inspections	\$783.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Quarterly Inspections	\$2,565.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: Closed Municipal Solid Waste Landfill with Gas Monitoring	\$2,169.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: LEA Transfer of Ownership / Registration	\$347.00				
Registration Permit: LEA Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$1,394.00				MCC Chpt 8.75
Pool and Spa Fees					
Public Swimming Pool/Spa, seasonal fee (6 months)	\$600.00				H&S 101325, 116053
Public Swimming Pool/Spa, annual fee	\$840.00				H&S 101325, 116053
Plan Review, Major	\$919.00				H&S 101325, 116053
Plan Review, Minor	\$417.00				H&S 101325, 116053
Consumer Protection Fees					
Transfer of Ownership / Registration	\$110.00				
Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	\$154.00				
Mobile Home Parks - Plan Review, Clearance, and Inspection of Sewage Disposal Systems, Water systems, and Swimming Pools (Per Hour)	\$103.00				
Violation Reinspection Fee	\$312.00				
Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$1,516.00				
Appeal of Administrative Permit Decision	\$1,511.00				
Domestic Water Fees					
Water Sample-collection and bacteriological testing (9.16.010 MCC)	\$265.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permits (9.16.010 MCC)	\$857.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit - Relocation Review	\$161.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit - Special Areas	\$951.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Destruction Permit	\$1,065.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Repair Permit	\$960.00				H&S 101025, 101325, 116270 & Water Code 13803

Water Well Pump Test Review	\$320.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit Renewals (per year)	\$103.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Reinspection (after two inspections)	\$428.00				H&S 101025, 101325, 116270 & Water Code 13803
Liquid Waste Fees					
Site Evaluation Report Review - Standard System - New	\$866.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Standard System - Replacement	\$757.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System - New	\$1,065.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Additional charge for systems over 600 gal/day, per 100 gal/day over 600 gal/day, increase fee by	\$207.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System - Replacement	\$1,034.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Revision	\$556.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System Revision	\$618.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Archival Review greater than 5 years	\$362.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Waiver Request	\$445.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Formal Appeal	\$1,412.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Sewage Pump (Std Add-On)	\$313.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Groundwater Drain	\$392.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Discovery Report of Existing Unknown System	\$508.00				H&S 17922, 17950, 17951, 101025, 101325
DEH Sewage System Failure Analysis	\$408.00				H&S 17922, 17950, 17951, 101025, 101325
Standard Sewage System Permit - New	\$713.00				H&S 17922, 17950, 17951, 101025, 101325
Standard Sewage System Permit - Repair, Expansion or Replacement	\$725.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 13-042
Non-Standard Sewage System Permit - New or Replacement	\$713.00				H&S 17922, 17950, 17951, 101025, 101325
Non-Standard Sewage System Permit - Repair	\$713.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 11-074
Non-Standard Sewage System Operational Permit	\$373.00				H&S 17922, 17950, 17951, 101025, 101325
Sewage System Permit Renewal	\$173.00				H&S 17922, 17950, 17951, 101025, 101325
Sewage System Permit Renewal, Late Penalty	\$171.00				H&S 17922, 17950, 17951, 101025, 101325
Septic Tank Installation/Destruction Permit	\$447.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 13
Request for exception of Mendocino County Code	\$1,240.00				H&S 17922, 17950, 17951, 101025, 101325
Request for Soil Moisture Construction Inspection	\$467.00				H&S 17922, 17950, 17951, 101025, 101325
Request for Comment to DRE Public Report	\$355.00				H&S 17922, 17950, 17951, 101025, 101325
Septic Pumper Initial Application	\$653.00				H&S 101025, 1011325, 117405
Septic Tank Pumps, per year (9.23.070 MCC)	\$50.00				
Land Use Fees					
Land Division, On-site Sewage and Water	\$985.00				Gov Code 65100, 65300, H&S 101325
* Fee per Unimproved Lot	\$231.00				Gov Code 65100, 65300, H&S 101325
Land Division, On-site Sewage and Public Water Supply	\$840.00				Gov Code 65100, 65300, H&S 101325
Land Division, Public Sewer System and On-site Water	\$840.00				Gov Code 65100, 65300, H&S 101325
* Fee per Unimproved Lot	\$355.00				Gov Code 65100, 65300, H&S 101325
Land Division, Public Sewer and Public Water Supply	\$566.00				Gov Code 65100, 65300, H&S 101325
Modification of Conditions	\$276.00				Gov Code 65100, 65300, H&S 101325
Boundary Line Adjustment	\$325.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Use Permit	\$449.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Use Permit Renewal	\$325.00				Gov Code 65100, 65300, H&S 101325
General Plan Amendment	\$251.00				Gov Code 65100, 65300, H&S 101325
Coastal Development Permit Application Review	\$428.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Building Permit Application Review	\$288.00				Gov Code 65100, 65300, H&S 101325
Use Permit Modification Application review	\$463.00				Gov Code 65100, 65300, H&S 101325
Administrative Permit Application Review	\$267.00				Gov Code 65100, 65300, H&S 101325
Environmental Impact Report Review	\$657.00				Gov Code 65100, 65300, H&S 101325
Pre-Application Conference	\$345.00				Gov Code 65100, 65300, H&S 101325
California Coastal Commission Project Review	\$443.00				
Land Use Transfer of Ownership / Registration	\$220.00				
Land Use Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	\$98.00				
Land Use Violation Reinspection Fee	\$391.00				
General Environmental Health Fees					
Environmental Health Consultations, Inspections, Enforcement, Report Reviews, Meetings, or other services not covered by the initial fee (per hour)	\$157.00				H&S 101025, 101325
Mobile Home Parks - Plan Review, Clearance, and Inspection of Sewage Disposal Systems, Water Systems, and Swimming Pools (per hour)	\$139.00				Reso No. 12-088, H&S 101025, 101325

Delinquent Payment Fee (assessed monthly; based on original fee) *Fee Corrected due to typographical error (June 15, 2010 - KRK)	20%				H&S 101025, 101325
Penalties					
(a) Beginning construction on a Food Facility or Spa/Pool without a Plan Check Clearance,	100% of original fee				H&S 101025, 101325
(b) Operating a Food Facility without a valid Permit to Operate	100% of original fee				
(c) Beginning construction on a Septic Tank, Well or Underground Storage Tank (UST) including associated piping without obtaining a permit	100% of original fee				
(d) Removing a UST without obtaining a Tank Abandonment Clearance	100% of original fee				
(e) Operating a UST without a permit	100% of original fee				
LEA Appeal of Administrative Permit Decision	\$2,356.00				H&S 101025, 101325
Hazmat: Hazardous Waste Generator	\$98.00				
Hazardous Materials Fees					
Administrative Services					
Administrative Services: Hazmat Spill Response (per hour) one person	\$111.00				H&S 25507.2, 101025, 101325
Administrative Services: Hazmat Spill Response (per hour) two people required	\$224.00				H&S 25507.2, 101025, 101325
Administrative Services: HazMat Violation Reinspection Fee	\$261.00				
Administrative Services: Hazmat Appeal of Administrative Permit Decision	\$939.00				Reso. No. 12-088, H&S 101025, 101325
Administrative Services: Hazmat Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	\$939.00				MCC Chpt. 8.75
Administrative Services: Hazmat Transfer of Ownership / Registration	\$78.00				Reso. No. 12-088, H&S 101025, 101325
Administrative Services: Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA	\$111.00				Reso. No. 12-088, H&S 101025, 101325
Unified Program - State Surcharges					
Administrative Services: Unified Program - State Surcharges: Facility (per location)	\$94.00				H&S 25404(a)(1)(A), 101025, 101325, 27 CCR 15210
Administrative Services: Unified Program - State Surcharges: Underground Storage Tank (per tank)	\$20.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA					
CalARP	\$370.00				H&S 25404(a)(1)(A), 101025, 101325, 27 CCR 15210
Annual Permit Fees					
Underground Storage Tanks					
Type 1 Permit (Total gallons of all tanks 5,000 gallons or less)					
Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): First Tank, each site	\$610.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): Each Additional Tank, same site	\$362.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Type 2 Permit (Total gallons of all tanks greater than 5,000 gallons)					
First Tank, each site	\$1,044.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Each Additional Tank, same site	\$552.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees					
New Construction					
Construction Permit Fees: New Construction: First Tank	\$4,273.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: New Construction: Each Additional Tank, same site	\$979.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Recertification Inspection for Tank Structure and					
Construction Permit Fees: Recertification Inspection for Tank Structure and: First Tank	\$792.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Recertification Inspection for Tank Structure and: Each Additional Tank, same site	\$162.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Secondary Containment Testing (6 month test after new installation)					
Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Modification	\$513.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Repair (per hour)	\$147.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Tank Closure					
Construction Permit Fees: Tank Closure: First Tank	\$787.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Tank Closure: Each Additional Tank, same site	\$382.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Monitoring Well and Boring Fees					
Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - First Well	\$447.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - Each additional well/same site and inspection	\$26.00				H&S 101025, 101325, 116270, Water Code 13803
Monitoring Well Destruction Permit					

Construction Permit Fees: Monitoring Well Destruction Permit: Monitory Well Destruction - First Well	\$511.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Monitoring Well Destruction Permit: Monitory Well Destruction - Each additional well/same site and inspection	\$89.00				H&S 101025, 101325, 116270, Water Code 13803
Borings					
Construction Permit Fees: Borings: Borings - First Well	\$140.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Borings: Borings - Each additional boring/same site and inspection	\$50.00				H&S 101025, 101325, 116270, Water Code 13803
<i>*To qualify for this reduced plan fee, aboveground storage must be less than or equal to 110 gallons, 2000 cubic feet, or 1000 pounds of hazardous substance</i> <i>*Facilities with Extremely Hazardous Substances do not qualify for this reduced fee.</i>					
Hazardous Materials Management Plan and					
HMBP Exemption Request					
Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.)					
0 Limited Business Plan Reporting	\$496.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
1 55-110 500-1,000 200-2,000	\$568.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
2 111-500 1,001-5000 2,001-10,000	\$630.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
3 501-1,000 5,000-10,000 10,001-30,000	\$655.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
4 1,001-5,000 10,001-100,000 30,001-50,000	\$777.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
5 5,001-20,000 100,001-200,000 50,001-2,000,000	\$859.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
6 20,001-150,000 200,001-300,000 2,000,000-3,000,000	\$968.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
7 150,001+ 300,001+ 3,000,001+	\$1,270.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
APSA Tier 3 Facility	\$648.00				H&S 101325, 25404(a)(1)(A), 27 CCR 15211
APSA non-Tier 3 Facility	\$245.00				H&S 101325, 25404(a)(1)(A), 27 CCR 15210
Hazmat: Underground Storage Tank - Red Tag Enforcement	\$432.00				
Hazmat: Unified Program - State Surcharges - Aboveground Petroleum Storage Act (Per Facility)	\$26.00				
Behavioral Health and Recovery Services					
Public Health Laboratory (All tests are free if initiated by the Public Health Department or if a Public Health need is indicated.)					
Enteric Culture, Primary	\$19.00				Title 9, Section 9.16.010
Enteric Serotyping	\$19.00				Title 9, Section 9.16.010
TPPA (Treponeme)	\$31.50				Title 9, Section 9.16.010
Gonorrhea - NAAT	\$49.50				Title 9, Section 9.16.010
Gonorrhea Culture, Primary	\$15.00				Title 9, Section 9.16.010
Mycology:					
Culture, Primary	\$11.50				Title 9, Section 9.16.010
Fungus ID, each	\$20.00				Title 9, Section 9.16.010
Yeast ID, each	\$18.00				Title 9, Section 9.16.010
Definitive CI, Dermatophytes	\$30.00				Title 9, Section 9.16.010
Parasite (intestinal):					
Formalin-Ether Concentrate Smear	\$9.50				Title 9, Section 9.16.010
Direct Smear-Crypto, Giardia	\$9.50				Title 9, Section 9.16.010
Trichome Stained Smear	\$13.00				Title 9, Section 9.16.010
Pinworm	\$21.00				Title 9, Section 9.16.010
Routine Bacterial Culture or CI	\$21.00				Title 9, Section 9.16.010
Tuberculosis:					
Culture, 'Miglit 960' / Solid Media	\$15.00				Title 9, Section 9.16.010
Sputum Concentration	\$10.50				Title 9, Section 9.16.010
AFB Smear Only	\$10.50				Title 9, Section 9.16.010
TB Panel, Culture, ID & Sensitivity	\$97.00				Title 9, Section 9.16.010
Sensitivities - 3 drug	\$63.00				Title 9, Section 9.16.010
Sensitivity - PZA	\$46.50				Title 9, Section 9.16.010
Nucleic Acid Probe, each	\$59.00				Title 9, Section 9.16.010
VDRL, Syphilis Serology	\$8.50				Title 9, Section 9.16.010
Lyme Disease, Serology Elisa IgM / IgG	\$40.00				Title 9, Section 9.16.010
Lyme Disease, Western Blot IgM / IgG	\$71.00				Title 9, Section 9.16.010
Ehrlichia chaffeensis Serology	\$40.00				Title 9, Section 9.16.010
Ehrlichia H.G.E. Serology	\$40.00				Title 9, Section 9.16.010
Babesia WA-1 Serology or Microti-serol	\$45.00				Title 9, Section 9.16.010
Tick for Lyme Disease Serol DFA	\$29.00				Title 9, Section 9.16.010
Ticks (bulk testing per 100 ticks)	\$840.00				Title 9, Section 9.16.010
Food Cultures (per suspect pathogen)	\$79.00				Title 9, Section 9.16.010
Streptococcal Culture and Grouping	\$10.00				Title 9, Section 9.16.010
Pertussis Culture	\$15.00				Title 9, Section 9.16.010
AIDS Test:					
HIV Elisa	\$15.00				Title 9, Section 9.16.010
HIV Western Blot or IFA	\$63.00				Title 9, Section 9.16.010
Chlamydia NAAT	\$49.50				Title 9, Section 9.16.010
Direct or Indirect FA or Darkfield	\$19.00				Title 9, Section 9.16.010
Hepatitis C (antibody only)	\$21.00				Title 9, Section 9.16.010
Herpes Isolation and Typing	\$42.00				Title 9, Section 9.16.010
Rabies (Large Animals: Cow, Horse, etc.)	\$135.00				Title 9, Section 9.16.010
Rabies (Small Animals: Opossum, Skunk, etc.), a separate decapitation and/or decerebration fee may apply	\$90.00				Title 9, Section 9.16.010
Virus Culture Non Herpes:					
Flu and Other Respiratory Viruses	\$34.00				Title 9, Section 9.16.010

Viral Testing (SF-PHL) Additional Studies, e.g. FA	\$31.50				Title 9, Section 9.16.010
Handling Fee	\$5.00				Title 9, Section 9.16.010
Viral Load (HIV)	\$125.00				Title 9, Section 9.16.010
West Nile Virus Serology Screening	\$36.00				Title 9, Section 9.16.010
R-Mix Respiratory Virus x7	\$238.00				Title 9, Section 9.16.010
T Cell Count (3 cell marker)	\$73.11				Title 9, Section 9.16.010
Water Fecal Coliforms	\$22.00				Title 9, Section 9.16.010
Shellfish, Oyster Meat	\$60.00				Title 9, Section 9.16.010
Shellfish, Oyster Meat	\$60.00				Title 9, Section 9.16.010
Salt Water, MPH 15 tubes: E Coli	\$49.00				Title 9, Section 9.16.010
Quantitray-Colilert-Enterolert	\$36.00				Title 9, Section 9.16.010
Real Time PCR					
Chain Reactions Tests for:					
Bordetella Pertussis	\$59.00				Title 9, Section 9.16.010
Mycobacteria Tuberculosis	\$59.00				Title 9, Section 9.16.010
Influenza	\$59.00				Title 9, Section 9.16.010
Norovirus	\$59.00				Title 9, Section 9.16.010
Handling Fee	\$5.00				Title 9, Section 9.16.010
Any Test Not listed on this schedule	\$2.00 per procedure time value unit (PTV)				Title 9, Section 9.16.010
Substance Use Disorder Treatment					
Substance Use Disorder Treatment Fees					
Sliding Scale Level 0.5: Monthly Income Level \$4,001+	\$65.00				
Sliding Scale Level 0.5: Monthly Income Level \$3,501 - \$4,000	\$62.00				
Sliding Scale Level 0.5: Monthly Income Level \$3,001 - \$3,500	\$59.00				
Sliding Scale Level 0.5: Monthly Income Level \$2,501 - \$3,000	\$54.00				
Sliding Scale Level 0.5: Monthly Income Level \$2,001 - \$2,500	\$51.00				
Sliding Scale Level 0.5: Monthly Income Level \$1,501 - \$2,000	\$42.00				
Sliding Scale Level 0.5: Monthly Income Level \$1,101 - \$1,500	\$32.00				
Sliding Scale Level 0.5: Monthly Income Level \$801 - \$1,100	\$26.00				
Sliding Scale Level 0.5: Monthly Income Level Below \$800	\$23.00				
Sliding Scale Level 1: Monthly Income Level \$4,001+	\$51.00				
Sliding Scale Level 1: Monthly Income Level \$3,501 - \$4,000	\$44.00				
Sliding Scale Level 1: Monthly Income Level \$3,001 - \$3,500	\$36.00				
Sliding Scale Level 1: Monthly Income Level \$2,501 - \$3,000	\$29.00				
Sliding Scale Level 1: Monthly Income Level \$2,001 - \$2,500	\$22.00				
Sliding Scale Level 1: Monthly Income Level \$1,501 - \$2,000	\$18.00				
Sliding Scale Level 1: Monthly Income Level \$1,101 - \$1,500	\$15.00				
Sliding Scale Level 1: Monthly Income Level \$801 - \$1,100	\$12.00				
Sliding Scale Level 1: Monthly Income Level Below \$800	\$9.00				
SUDT Assessment	\$167.00				
SUDT Clinical Assessment	\$80 per hour				
Behavioral Health					
Hourly Rates by Practitioner Type	County BHRS Medi-Cal Hourly Rates	County Contracted Provider Hourly Rates			
Psychiatrist/ Contracted Psychiatrist	\$1,472.72	\$1,074.44			
Physicians Assistant	\$660.51	\$480.53			
Nurse Practitioner	\$732.35	\$532.79			
RN	\$598.20	\$435.21			
Psychologist/Pre-licensed Psychologist	\$592.28	\$430.75			
LVN	\$314.25	\$228.63			
LPHA	\$383.28	\$281.51			
ICSW	\$383.28	\$278.64			
Licensed Psychiatric Technician	\$269.40	\$209.79			
Mental Health Rehab Specialist	\$288.36	\$209.79			
Other Qualified Providers	\$288.36	\$195.80			
Mobile Crisis Rates	County	Contractor			
Crisis per Encounter	\$3,460.84	\$2,517.83			
Transportation, Staff Time, per 15 Minute Unit	\$83.96	\$61.08			
Transportation, per mile	\$0.67	\$0.67			
Day Rates					
Therapeutic Foster Care	\$314.03				
Crisis Residential Treatment	\$429.00				
Facilities					
Behavioral Health Regional Training Center Rental Fees:					
Congressionally chartered groups and their auxiliaries	\$90.00 per day				
Public Use (Public or Private Functions), full day	\$500.00 per day				
Public Use (Public or Private Functions), half day	\$250.00 per day				
Historically Sponsored Groups	\$90.00 per day				
All County Departments and Agencies for Official Functions	\$90.00 per day				
Recognized Employee Groups, full day	\$90.00 per day				
Recognized Employee Groups, half day	\$45.00 per half day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies), full day	\$350.00 per day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies), half day	\$175.00 per half day				
Cleaning Deposit for public use	\$500.00 per rental				
Key Deposit	\$25.00				
Nursing					
Immunizations - Routine Childhood:					
Dap (Diphtheria, Pertussis and Tetanus) - Medi-cal Allowable Rates	\$26.03				Title 9, Section 9.16.010
Flu - Medi-cal Allowable Rates	\$26.03				Title 9, Section 9.16.010
Hep A - Medi-cal Allowable Rates	\$26.03				Title 9, Section 9.16.010

Hep B - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
HIB - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
HPV - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Meningococcal (Conjugate) - Medi-cal Allowable Rates	\$26.06			Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella) - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
MMRV - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Pediatric Diphtheria/Tetanus - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Pneumococcal Conjug - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Polio - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Rotavirus - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Td - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Tdap - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Varicella - Medi-cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
PPD - Medi-cal Allowable Rates	\$26.79			Title 9, Section 9.16.010
Dap (Diphtheria, Pertussis and Tetanus) - Private Pay	\$26.03			Title 9, Section 9.16.010
Flu - Private Pay	\$26.03			Title 9, Section 9.16.010
Hep A - Private Pay	\$26.03			Title 9, Section 9.16.010
Hep B - Private Pay	\$26.03			Title 9, Section 9.16.010
HIB - Private Pay	\$26.03			Title 9, Section 9.16.010
HPV - Private Pay	\$26.03			Title 9, Section 9.16.010
Meningococcal (Conjugate) - Private Pay	\$26.03			Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella) - Private Pay	\$26.03			Title 9, Section 9.16.010
MMRV - Private Pay	\$26.06			Title 9, Section 9.16.010
Pediatric Diphtheria/Tetanus - Private Pay	\$26.03			Title 9, Section 9.16.010
Pneumococcal Conjug - Private Pay	\$26.03			Title 9, Section 9.16.010
Polio - Private Pay	\$26.03			Title 9, Section 9.16.010
Rotavirus - Private Pay	\$26.03			Title 9, Section 9.16.010
Td - Private Pay	\$26.03			Title 9, Section 9.16.010
Tdap - Private Pay	\$26.03			Title 9, Section 9.16.010
Varicella - Private Pay	\$26.03			Title 9, Section 9.16.010
PPD - Private Pay	\$26.79			Title 9, Section 9.16.010
Immunizations - Adult / Other:				
Hep A	\$70.35			Title 9, Section 9.16.010, Reso. No. 19-373
Hep B	\$60.00			Title 9, Section 9.16.010, Reso. No. 14-047
Twinrix (Hep. A and B Combined Vaccine)	\$81.90			Title 9, Section 9.16.010, Reso. No. 19-373
Pyrazinamide (TB Medication)	\$132.00			Title 9, Section 9.16.010, Reso. No. 19-373
Flu/Pneumonia	\$15.00			Title 9, Section 9.16.010, Reso. No. 14-047
Varicella	\$15.00			Title 9, Section 9.16.010
Td	\$28.00			Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella)	\$15.00			Title 9, Section 9.16.010
INH	\$14.00			Title 9, Section 9.16.010, Reso. No. 14-047
Vitamin B6 (In conjunction with INH)	\$7.50			Title 9, Section 9.16.010, Reso. No. 14-047
Rabies (Pre-exposure)	cost + office visit/admin fee			Title 9, Section 9.16.010
Rabies (Post-exposure)	cost + office visit/admin fee			Title 9, Section 9.16.010
Flu - Medi-Cal Allowable Rates	\$26.03			Title 9, Section 9.16.010
Flu - Private Pay	\$26.03			Title 9, Section 9.16.010
PPD - Medi-cal Allowable Rates	\$26.79			Title 9, Section 9.16.010
PPD - Private Pay	\$26.79			Title 9, Section 9.16.010
Tdap - Private Pay	\$45.00			Title 9, Section 9.16.010, Reso. No. 14-047
Communicable Disease Contacts (fee per person):				
PPD adult certified	\$20.00			Title 9, Section 9.16.010, Reso. No. 14-047
PPD child certified	\$20.00			Title 9, Section 9.16.010, Reso. No. 14-047
PPD case contacts	\$10.00			Title 9, Section 9.16.010
IG/Measles contact	\$10.00			Title 9, Section 9.16.010
IG/Hepatitis	\$10.00			Title 9, Section 9.16.010
Miscellaneous:				
Nurse Drop-In Visits	\$10.00			Title 9, Section 9.16.010
Office Consultation (Cardiology Clinic)	\$135.00			Title 9, Section 9.16.010
Federally Approved Sliding-Scale Rates	Varied			Title 9, Section 9.16.010
Home Visit (TCM)	Set by Medi-Cal			Title 9, Section 9.16.010
Rate shall be set by Medi-Cal through an annual State Required cost report. Rate shall be adjusted with each annual cost report, and subject to sliding scale pertinent to TCM only.				
New Patient - Problem Focused/10 minutes	\$50.00			Title 9, Section 9.16.010
New Patient - Expanded Problem/20 minutes	\$100.00			Title 9, Section 9.16.010
New Patient - Detailed/30 minutes	\$150.00			Title 9, Section 9.16.010
New Patient - Comprehensive/45 minutes	\$228.00			Title 9, Section 9.16.010
New Patient - Comprehensive/60 minutes	\$300.00			Title 9, Section 9.16.010
Established Patient - Eval & Mgt (No M.D.)	\$30.00			Title 9, Section 9.16.010
Established Patient - Problem Focused 10 minutes	\$40.00			Title 9, Section 9.16.010
Established Patient - Expanded/15 minutes	\$85.00			Title 9, Section 9.16.010
Established Patient - Detailed/25 minutes	\$100.00			Title 9, Section 9.16.010
Established Patient - Comprehensive/40 minutes	\$160.00			Title 9, Section 9.16.010
Team Conference/30 minutes	\$20.00			Title 9, Section 9.16.010
Team Conference/60 minutes	\$40.00			Title 9, Section 9.16.010
Sputum Induction	\$15.00			Title 9, Section 9.16.010
Venipuncture	\$10.00			Title 9, Section 9.16.010
CXR Interpretation	\$39.00			Title 9, Section 9.16.010
Hematocrit (Hct.)	\$3.50			Title 9, Section 9.16.010
Denver Developmental	\$50.00			Title 9, Section 9.16.010
Medical Marijuana Identification Cards (MMIC)				
Application Fee (non Medi-Cal client)	\$180.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (primary caregiver, non Medi-Cal)	\$180.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (client with Medi-Cal)	\$90.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (primary caregiver with Medi-Cal)	\$90.00			Title 9, Section 9.16.010, H&S 11362.755(a)
Full fee MMIC	\$66.00 paid to State- Included			Title 9, Section 9.16.010
Medi-Cal MMIC	\$33.00 paid to State - Included			Title 9, Section 9.16.010
Tobacco Control Program				

Tobacco Retailer Licensing Fee	\$350.00				Ord. No. 4203, County Code Ch 6.20
Social Services					
Public Administrator					
Minimum Fee on Smaller Estates	\$3,000.00				PROB 7666, Reso. No. 22-243
First: \$100,000	4% Administration				PROB 10800, Reso. No. 22-243
Next: \$100,000	3% Administration				PROB 10800, Reso. No. 22-243
Next: \$800,000	2% Administration				PROB 10800, Reso. No. 22-243
Next: \$9,000,000	1% Administration				PROB 10800, Reso. No. 22-243
Next: \$15,000,000	.5% Administration				PROB 10800, Reso. No. 22-243
Amounts over \$25,000,000	To Be Determined by the Court				PROB 10800, Reso. No. 22-243
Bond Fee	\$25 plus .25% on Estates over \$10,000				PROB 7621, Reso. No. 22-243
Extraordinary Services	\$103/hr for Deputy				PROB 10801, reso. No. 22-243
Extraordinary Services	\$75/hr for Others				PROB 10801, reso. No. 22-243
Public Guardian					
Bond Fees	\$25 plus .25% on Assets over \$10,000				PROB 2942, Reso. No. 22-243
Initial Set Up Fee	\$2,000 as allowed				PROB 2942, Reso. No. 22-243
Investigation Fee	\$850 as allowed				PROB 2942, Reso. No. 22-243
In Final Accounts Where the Conservatee is Deceased	40% of the Estate Balance up to \$4,600 as allowed				PROB 2942, Reso. No. 22-243
Probate Code 2631	\$900 as allowed				PROB 2942, Reso. No. 22-243
Conservatorship of the Estate		Compensation	Value of Estate		
		0-	\$774.99 and under		PROB 2942, Reso. No. 22-243
		11% of balance as allowed	\$775 – \$1,499		PROB 2942, Reso. No. 22-243
		16% of balance, with a maximum m of \$ 1,500 as allowed	\$1,500 – 14,999		PROB 2942, Reso. No. 22-243
		10% of balance, with a maximum m of \$ 2,000 as allowed	\$15,000 – 44,999		PROB 2942, Reso. No. 22-243
		4.5% of balance, with a maximum m of \$ 2,600 as allowed	\$45,000 – 74,999		PROB 2942, Reso. No. 22-243
		3.5% of balance, with a maximum m of \$ 3,150 as allowed	\$75,000 – 104,999		PROB 2942, Reso. No. 22-243
		3% of balance, with a maximum m of \$ 3,770 as allowed	\$105,000 – 129,999		PROB 2942, Reso. No. 22-243
		2.9% of balance, with a maximum m of \$7,000 as allowed	\$130,000 – 244,999		PROB 2942, Reso. No. 22-243
		2.9% of balance, with a maximum m of \$8,500 as allowed	\$245,000 and above		PROB 2942, Reso. No. 22-243
Sale of Real Estate	\$1,500 as allowed				PROB 2942, Reso. No. 22-243
Sales on Personal Property over \$1,500	\$103/hr for Deputy as allowed				PROB 2942, Reso. No. 22-243
Extraordinary Services	\$75/hr for Deputy as allowed				PROB 2942, Reso. No. 22-243
Extraordinary Services	\$75/hr for Others as allowed				PROB 2942, Reso. No. 22-243
Planning & Building Services (PBS)					
Building Division					
Building Permit Fees					
Total Valuation (Occupancy Type Valuation X Total Sq. Ft. Valuation)					
\$1 to \$500.00	\$23.67				Govt. Code Section 66016, HSC Sec. 19132.3, Reso. No. 08-130
\$501.00 to \$2000.00	\$23.67 for the first \$500 plus \$3.11 for each additional \$100 or fraction thereof, to and including \$2,000.				
\$2001.00 to \$25000.00	\$70.03 for the first \$2,000 plus \$14.12 for each additional \$1,000 or fraction thereof, to and including \$25,000.				
\$25001.00 to \$50000.00	\$394.88 for the first \$25,000 plus \$10.19 for each additional \$1,000 or fraction thereof, to and including \$50,000.				

\$50001.00 to \$100000.00	\$649.64 for the first \$50,000 plus \$7.06 for each additional \$1,000 or fraction thereof, to and including \$100,000.				
\$100001.00 to \$500000.00	\$1002.73 for the first \$100,000 plus \$5.61 for each additional \$1,000 or fraction thereof, to and including \$500,000.				
\$500001.00 to \$1000000.00	\$3246.75 for the first \$500,000 plus \$4.78 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.				
\$1000001.00 and up	\$5634.45 for the first \$1,000,000 plus \$3.55 for each additional \$1,000 or fraction thereof.				
<p>**Planning and Building Services Building Valuation Tables can be found in separate table on the last page of this schedule</p> <p>Building Valuation*</p> <p>*Valuations not on this list shall be designated to a use or hazard that is most similar. N.P.: Not Permitted</p> <p>ICC Building Valuation Table - Table groups and construction types are derived from the ICC Valuation Tables and include architectural, structural, electrical, plumbing, and mechanical work. Valuation for remodels will be 65% of the stated valuation for the purpose of determining fees. NOTE: ICC table adopted @ 75% of the amount per BOS direction. Government Code section 66014(a), California Building Code section 109</p>					
Group (2021 International Building Code)	IIA	IIB	VA	VB	
A-1 Assembly, theaters, with stage	\$298.73	287.25	250.64	242.45	
A-1 Assembly, theaters, without stage	\$271.92	260.43	223.83	215.64	
A-2 Assembly, nightclubs	\$240.91	232.41	198.15	191.66	
A-2 Assembly, restaurants, bars, banquet halls	\$238.91	232.41	196.15	190.66	
A-3 Assembly, churches	\$275.97	264.5	228.33	220.13	
A-3 Assembly, general, community halls, libraries, museums	\$230.84	220.36	182.97	175.79	
A-4 Assembly, arenas	\$269.92	259.43	221.83	214.64	
B Business	\$230.22	220.18	176.96	168.98	
E Educational	\$247.48	236.82	193.15	187.15	
F-1 Factory and industrial, moderate hazard	\$135.37	130.82	96.63	90.55	
F-2 Factory and industrial, low hazard	\$135.37	129.82	96.63	89.55	
H-1 High Hazard, explosives	\$126.28	120.73	87.85	N.P.	
H234 High Hazard	\$126.28	120.73	87.85	80.76	
H-3 HPM	\$230.22	220.18	176.96	168.98	
I-1 Institutional, supervised environment	\$231.87	223.51	183.98	178.19	
I-2 Institutional, hospitals	\$395.71	385.68	341.43	N.P.	
I-2 Institutional, nursing homes	\$269.80	259.75	217.86	N.P.	
I-3 Institutional, restrained	\$263.79	253.75	212.25	202.27	
I-4 Institutional, day care facilities	\$231.87	223.51	183.98	178.19	
M Mercantile	\$175.03	167.53	132.98	127.51	
R-1 Residential, hotels	\$234.22	225.85	186.62	180.83	
R-2 Residential, multiple family	\$193.17	184.8	146.61	140.82	
R-3 Residential, one- and two-family	\$188.07	184.23	166.09	156.45	
R-4 Residential, care/assisted living facilities	\$231.87	223.51	183.98	178.19	
S-1 Storage, moderate hazard	\$124.28	119.73	85.85	79.76	
S-2 Storage, low hazard	\$124.28	118.73	85.85	78.76	
U Utility, miscellaneous	\$95.84	91.61	65.12	62.06	
Department Valuations (per square foot)					
Re-Roof	Residential \$5.74/ Commercial \$9.76				
Re-Roof with Sheeting	Residential \$7.82/ Commercial \$13.14				
Sprinklers	Residential \$4.25/ Commercial \$5.30				
Deck	Residential \$11.75/ Commercial \$14.68				
Deck with Porch	Residential \$23.47/ Commercial \$29.34				
Carport	\$29.34				
Siding	Residential \$5.74/ Commercial \$9.76				
Siding with Sheeting	Residential \$7.82/ Commercial \$13.14				
Building Division Fees (Not based on job cost valuation)					
Minimum permit or demolition fee	\$183.00				

	For photovoltaic systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt for each kilowatt above 15kW. For thermal systems, that fee shall not exceed four hundred fifty dollars (\$450) plus fifteen dollars (\$15) per kilowatt thermal for each kilowatt thermal above 10kWth.				
Residential Solar Fee					
	For photovoltaic systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 50kW plus seven dollars (\$7) per kilowatt for each kilowatt between 51kW and 250kW, plus five dollars (\$5) per kilowatt for each kilowatt above 250kW. For thermal systems, the fee shall not exceed one thousand dollars (\$1,000) for systems up to 30kWth, plus seven dollars (\$7) per kilowatt thermal for each kilowatt thermal between 30kWth and 260kWth, plus five dollars (\$5) per kilowatt thermal for each kilowatt thermal above 260kWth.				
Commercial Solar Fee					
Agricultural Building Exemption Fee	\$298.00				
Pond Exemption Fee	\$696.00				
Grading Exemption Fee	\$696.00				
Issuance Fee	\$110.00				
Violation/Penalty Fee	Pursuant to Mendocino County Code Section 18.08.030, IX, 2X, 3X				
Records Management Fee - Over the Counter	\$150.00				
Records Management Fee - Residential	\$300.00				
Records Management Fee - Commercial projects under and including \$25,000 in job cost valuation	\$305.00				
Records Management Fee - Commercial projects \$25,001 and over in job cost valuation	\$500.00				
Education Fee	6% of building permit and plan check fee				
General Plan Maintenance Fee	0.65% of job cost valuation for all permits with a job cost valuation \$17,001 and greater.				
General Plan Maintenance Fee - Flat	\$20 - Applies to all permits with a job cost valuation less than or equal to \$17,000.				
Building Standards Fee	\$1 for Job Cost Valuation of \$1 - 25,000, \$2 for Job Cost Valuation of \$25,001 - 50,000, \$3 for Job Cost Valuation of \$50,001 - 75,000, \$4 for Job Cost Valuation of \$75,001-100,000, and \$1 for every \$25,000 or fraction thereof above \$100,000.				
Strong Motion Instrumentation Program (SMIP) Fee	Category 1 (Residential) - (Valuation Amount) X 0.00013 = Fee Amount (Min. 50 cents). Category 2 (Commercial) - (Valuation Amount) X 0.00028 = Fee Amount (Min. 50 cents)				
Certified Access Specialist Program (CASp) Fee	\$4 for every permit				
Reinspection Fee	\$86.00				
Reinstatement or Extension of Application or Permit Fee	\$177 plus \$86 for each remaining inspection if reinstatement of a permit which has been issued.				
Stormwater/MS4/LID/Flood Inspection Fee (each)	\$146.00				
Returned Check Bank and Staff Processing Fee	\$33.50				
Permit Record Update Fee	\$131.00				
Building Plan Review Fees					
Plan Review Fee When the County Administers the Uniform Fire Code	The Plan Review Fee is equivalent to 75% of the Building Permit Fee.				Govt. Code Section 66016, HSC Sec. 19132.3

Plan Review Fee	The Plan Review Fee is equivalent to 75% of the Building Permit Fee.				Govt. Code Section 66016, HSC Sec. 19132.3
50 cubic yards (38.2 m ³) or less	No Fee				
Planning Review Fee for Building Permit Applications	Staff Time x Weighted Rate				
Stormwater/MS4/LID/Flood Review Fee	Staff Time x Weighted Rate				
Additional plan review fee required by changes, additions or revisions	Staff Time x Weighted Rate				
Special Inspection/Pre-Site Inspection Fees					
Albion	\$293.00				Govt. Code Section 66016, HSC Sec. 19132.3
Anchor Bay	\$502.00				Govt. Code Section 66016, HSC Sec. 19132.3
Boonville	\$356.00				Govt. Code Section 66016, HSC Sec. 19132.3
Branscomb	\$486.00				Govt. Code Section 66016, HSC Sec. 19132.3
Calpella	\$244.00				Govt. Code Section 66016, HSC Sec. 19132.3
Comptche	\$335.00				Govt. Code Section 66016, HSC Sec. 19132.3
Covelo	\$585.00				Govt. Code Section 66016, HSC Sec. 19132.3
Elk	\$356.00				Govt. Code Section 66016, HSC Sec. 19132.3
Fort Bragg	\$215.00				Govt. Code Section 66016, HSC Sec. 19132.3
Gualala	\$565.00				Govt. Code Section 66016, HSC Sec. 19132.3
Hopland	\$257.00				Govt. Code Section 66016, HSC Sec. 19132.3
Irish Beach	\$422.00				Govt. Code Section 66016, HSC Sec. 19132.3
Laytonville	\$413.00				Govt. Code Section 66016, HSC Sec. 19132.3
Leggett	\$547.00				Govt. Code Section 66016, HSC Sec. 19132.3
Longvale	\$370.00				Govt. Code Section 66016, HSC Sec. 19132.3
Manchester	\$453.00				Govt. Code Section 66016, HSC Sec. 19132.3
Navarro	\$434.00				Govt. Code Section 66016, HSC Sec. 19132.3
Philo	\$367.00				Govt. Code Section 66016, HSC Sec. 19132.3
Piercy	\$620.00				Govt. Code Section 66016, HSC Sec. 19132.3
Point Arena	\$460.00				Govt. Code Section 66016, HSC Sec. 19132.3
Potter Valley	\$296.00				Govt. Code Section 66016, HSC Sec. 19132.3
Redwood Valley	\$248.00				Govt. Code Section 66016, HSC Sec. 19132.3
Talmage	\$248.00				Govt. Code Section 66016, HSC Sec. 19132.3
Ukiah	\$215.00				Govt. Code Section 66016, HSC Sec. 19132.3
Westport	\$307.00				Govt. Code Section 66016, HSC Sec. 19132.3
Whale Gulch	\$860.00				Govt. Code Section 66016, HSC Sec. 19132.3
Whitethorn	\$804.00				Govt. Code Section 66016, HSC Sec. 19132.3
Willits	\$297.00				Govt. Code Section 66016, HSC Sec. 19132.3
Yorkville	\$374.00				Govt. Code Section 66016, HSC Sec. 19132.3
Planning Division					
Division of Land Project (*Project add-on fees may apply)					
Boundary Line Adjustment Fee* (additional cost recovery applies)	\$1,278 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Certificate of Compliance Fee* (additional cost recovery applies)	\$830 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Major/Parcel Subdivision Fee* (additional cost recovery applies)	\$11,568 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Modification Fee* (additional cost recovery applies)	\$5,035 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Extension of Time Fee (additional cost recovery applies)	\$245 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Minor Subdivision Fee* (additional cost recovery applies)	\$6,393 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Revised Map Fee* (additional cost recovery applies)	\$2,419 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
General Plan Project (*Project add-on fees may apply)					
General Plan/Coastal Plan Amendment Fee* (additional cost recovery applies)	\$10,348 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Ordinance Amendment Fee* (additional cost recovery applies)	\$11,597 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Rezone Fee* (additional cost recovery applies)	\$7,687 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Development Agreement Fee* (additional cost recovery applies)	\$9,696 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Development Agreement Modification Fee* (additional cost recovery applies)	\$8,237 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Coastal Project (*Project add-on fees may apply)					
Categorical Exclusion Fee* (additional cost recovery applies)	\$552 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Coastal Development Permit (CDP) Admin/Standard Minor Fee* (additional cost recovery applies)	\$2,811 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Fee* (additional cost recovery applies)	\$5,040 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Immaterial Modification Fee* (additional cost recovery applies)	\$1,419 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Material Modification Fee* (additional cost recovery applies)	\$2,824 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Renewal Fee* (additional cost recovery applies)	\$1,419 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Fee* (additional cost recovery applies)	\$6,050 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Renewal Fee* (additional cost recovery applies)	\$1,719 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Material Modification Fee* (additional cost recovery applies)	\$3,747 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Immaterial Modification Fee* (additional cost recovery applies)	\$1,719 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Assignment Fee	\$152.00				Govt. Code 66014(a)
Local Coastal Program Consistency Review Fee* (additional cost recovery applies)	\$1,614 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)

Ministerial CDP for Accessory Dwelling Units Fee* (additional cost recovery applies)	\$552 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Emergency CDP Fee* (additional cost recovery applies)	\$1,378 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Major Fee* (additional cost recovery applies)	\$1,630 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Intermediate Fee* (additional cost recovery applies)	\$1,131 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Minor Fee* (additional cost recovery applies)	\$797 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Town of Mendocino Single Unit Rental/Vacation Home Rental Waiting List Fee	\$121.00				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Sign Copy Change or Single Business Sign Fee* (additional cost recovery applies)	\$276 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Zoning Project (*Project add-on fees may apply)					
Use Permit Fee* (additional cost recovery applies)	\$7,128 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit Renewal/Modification	\$5,604 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit - Room and Board Fee* (additional cost recovery applies)	\$3,450 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit - Room and Board Renewal/Modification Fee* (additional cost recovery applies)	\$3,207 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Airport Land Use Commission Review Fee* (additional cost recovery applies)	\$2,000 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Airport Land Use Comm. Review Fee - City Project* (additional cost recovery applies)	\$1,019 * (Staff Time x Weighted Rate)				
Ag. Preserve Contract Fee* (additional cost recovery applies)	\$4,752 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Ag. Preserve Rescind and Re-enter Fee* (additional cost recovery applies)	\$3,606 * (Staff Time x Weighted Rate)				
Ag. Preserve Cancellation or Partial Non-Renewal Fee* (additional cost recovery applies)	\$2,051 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Home Occupation Business License Review Fee	\$135.00				Govt. Code 66014(a)
Business License Review Fee (zoning & occupancy)	\$255.00				Govt. Code 66014(a)
Development Review Fee* (additional cost recovery applies)	\$3,166 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Preapplication Conference Fee* (additional cost recovery applies)	\$893 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Surface Mining & Reclamation (SMARA) Use Permit Fee* (additional cost recovery applies)	\$9,876 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
SMARA - Use Permit Renewal/Modification Fee* (additional cost recovery applies)	\$5,101 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
SMARA Interim-Management Plan Fee* (additional cost recovery applies)	\$938 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Planning Consultation Fee (per hour, minimum one hour)	Staff Time x Weighted Rate				Govt. Code 66014(a)
Cannabis Facilities Business License Review Fee	\$210.00				Govt. Code 66014(a)
Variance	\$3,031 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Project (*Project add-on fees may apply)					
Administrative Permit Renewal Fee - other than temporary uses* (additional cost recovery applies)	\$1,458 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Fee - Wireless Communication* (additional cost recovery applies)	\$3,140 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Fee* (additional cost recovery applies)	\$1,977 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Renewal Fee - Temporary Use* (additional cost recovery applies)	\$106 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Other Project (*Project add-on fees may apply)					
Private Road Naming	\$972 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Project Add-On Fees					
Records Management Fee - Major Project	\$400.00				Govt. Code 66014(a)
Records Management Fee - Minor Project	\$205.00				Govt. Code 66014(a)
General Plan Maintenance Fee - Major Project	\$500.00				Govt. Code 66014(a)
General Plan Maintenance Fee - Minor Project	\$200.00				Govt. Code 66014(a)
Environmental Review Fee	\$1,818.00				Govt. Code 66014(a)
Coastal Zone Review Fee (Does not apply to 'Coastal Projects')	\$1,305.00				Govt. Code 66014(a)
SMARA Annual Inspection/Report Fee	\$3,097.00				Govt. Code 66014(a)
SMARA Exemption Determination Fee (additional cost recovery applies)	\$791 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Vested Right Determination Fee (additional cost recovery applies)	\$5,221 * (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Environmental Impact Report (EIR) Fee	EIRs are a flat deposit fee of \$5,000 to cost recover staff time for administration in initiating EIR process. In addition the applicant pays actual cost of the EIR contract/preparation plus 15% of contract amount to cover staff time in administering contract and review of EIR components.				Govt. Code 66014(a)
Special Planning Commission Hearing	\$2,976.00				Govt. Code 66014(a)
Cell Tower GIS Add On	\$182.00				Govt. Code 66014(a)

Violation/Penalty Fee	After-the-fact non-commercial penalty fee is equal to application base fee OR after-the-fact commercial penalty fee is equal to 2X application base fee.				Govt. Code 66014(a)
GMAC Referral Fee	\$185.00				Govt. Code 66014(a)
Appeal to the Board of Supervisors Fee	\$2,354.00				Govt. Code 66014(a)
Administrative Appeal Fee	\$2,490.00				Govt. Code 66014(a)
Application Update Fee	\$613.00				Govt. Code 66014(a)
Per Parcel Add-on Fee for Major Subdivision, Parcel Division, Minor Subdivision, Boundary Line Adjustment or Certificate of Compliance	\$279.00				Govt. Code 66014(a)
Re-Noticing Fee for a public hearing when applicant requests continuance to date uncertain	\$858.00				Govt. Code 66014(a)
SMARA Extraction Multiple Sites Fee	\$2,542.00				Govt. Code 66014(a)
Sonoma State University for the Northwest Information Center Review Fee	\$75.00				Govt. Code 66014(a)
Single Family Residence Incentive - CDP Fee Reduction	CDP Base Fee Reduction of 15% when constructing a single-family residence				Govt. Code 66014(a)
Subdivision Vesting of Tentative Map Fee (add-on fee to Major/Parcel Subdivision)	\$5,586.00				Govt. Code 66014(a)
Subdivision Exception to County Code Fee	\$2,286.00				Govt. Code 66014(a)
Service Fees					
Zoning Letter	\$152 * (Staff Time x Weighted Rate)				
Less Than 3 Acre Conversion Determination	\$164 * (Staff Time x Weighted Rate)				
Map Reproduction/Misc. Fees					
Quadrangle combine with GIS Maps	\$88.00				
GIS Maps (10 Min, minimum) per hour	\$121.00				
Population Information (per hour)	\$121.00				
Probation					
Adult Probation					
Juvenile Probation					
Public Defender/Alternate Defender					
Legal Fees					
Registration Fee	\$50.00				Penal Code section 987.5
Sheriff- Coroner					
Miscellaneous					
ABC License for Non-Profit, One-Day Events	\$50.00				Reso. No. 11-072
Sheriff's Clearance Letter (Without Notary)	\$45.00				Reso. No. 11-072
Sheriff's Clearance Letter (With Notary Certification)	\$60.00				Reso. No. 11-072
Bingo Permit (unless Non-profit)	\$25.00				
Audio Cassette Tape, Per Copy	\$10.00				
Card Dealer's License	\$50.00+ DOJ Fee				\$6.04.120 MCC
Christmas Tree Permit One Tag Per Load (over 5 trees):	\$5.00 Per Tag				\$384d PC
Circus, Carnival or Rodeo Permit	\$30.00 + DOJ Fee				\$6.04.050h MCC
Explosives Permit, New & Renewal	\$100.00				\$12101 H&S
Explosives Permit, Less Than 100 Pounds	\$25.00				\$12101 H&S
Alarm Registration, Initial, Renewal	\$60.00				
False Alarms	\$150.00				MCC 8.60
Fingerprint Services, Inked Cards, Per Card	\$20.00				
Fingerprint Services, LiveScan, Per Person	\$40.00				
Gambling Business Permit	\$100.00 + DOJ Fee				\$6.04.110 MCC
Itinerant Business Permit	\$30.00 + DOJ Fee				\$6.04.090 MCC
Jail Booking Fees (Local)	\$41.00				Reso. No. 11-098 (Effective July 1, 2011) if VLF Funding is not restored/State Budget; Gov. Code Sec. 29550
Junk Business Permit	\$75.00 + DOJ Fee				\$6.04.130 MCC
License to Carry a Concealed Firearm, New	\$302.00				
License to Carry a Concealed Firearm, Renew	\$81.00				
License to Carry a Concealed Firearm, Modification	\$14.00				
License to Carry a Concealed Firearm, Duplicate	\$14.00				
Marijuana Cooperative License Fee	\$1,500.00				Reso No. 10-109
Medical Marijuana Card	\$0.00				
Marijuana Eradication	See County Ordinance Chapter 9.31 of Title 9 for details				GC 54985
Zip Tie Program (Voluntary)	\$25.00				Reso. No. 10-195
Zip Tie Program (Permitted)	\$50.00				Reso. No. 10-195
Motor Vehicle Registration - Non Commercial	\$2.00				VC §9250.19
Motor Vehicle Registration - Commercial	\$4.00				VC §9250.19
Outdoor Festival Permit, Statement of Adequacy	\$75.00 + DOJ Fee				\$6.16.040e MCC
Parade Permit (if Sheriff provides services):	\$30.00				
Search & Rescue	Up to \$12,000/search				\$26614.5 GC
VHS Tape, Per Copy	\$15.00				
Impounded Vehicle Release	\$150.00				VC 22850.5
Seizure, Storage, and Release of Firearms	\$80.00				PC 12021.3, FC 6389
Third Party Inspector Authorization Permit -	\$1,500.00				Reso No. 10-109
Third Party Inspector Authorization Permit - Individual	\$1,500.00				Reso No. 10-109
Alcoholic Beverage Control License Review	\$200.00				GC 54985
Civil Division Services					
Affidavit and Order,	\$50.00				
ARREST- see Bench Warrant					

Assessment Fee on Disbursements	\$15.00				
Attachment Writs					
Automobiles and Non-Equipment Trucks	\$50.00				
plus check payable to DMV	\$15.00				
Release of DMV Attachment Lien after 3 year attachment lien expires	\$50.00				
plus check made payable to DMV	\$15.00				
Equipment on AT-1, include trucks etc. used as equipment	\$50.00				
plus check payable to Secretary of State (See SOS Website)	\$10.00				
Release of AT-1 after 3 year attachment lien expires	\$50.00				
plus check payable to Secretary of State (See SOS Website)	\$10.00				
Farm Products or Inventory	\$50.00				
plus check Payable to Secretary of State (See SOS Website)	\$10.00				
Mobile Homes, etc.	\$50.00				
plus check payable to Department of Housing	\$15.00				
Release of lien after 3 year attachment lien expires	\$50.00				
plus check payable to Department of Housing	\$15.00				
Personal Property (other than Autos, Equipment, & Farm Products)	\$50.00				
Real Property Attachment- see Real Property					
AUTOMOBILE LEVY- see Personal Property Levy or Attachment Writs					
BANK LEVY (served by Sheriff or Process Server)	\$50.00				
Levy on Safe Deposit Box (additional fee after receipt of MOG)	\$170.00				
Bank's fee to Drill Safe Deposit Box	Actual Cost				
BENCH WARRANT					
BENCH WARRANT (Issued Pursuant to Section 1993 of the CCP) + \$175.00 Deposit	\$50.00				
Receive and Process Warrant.	\$50.00				
Cancel the Service of the Warrant	\$105.00				
Unable to Locate Person After Due Diligence Arrest, which shall include Arrest & Release on Promise to Appear	\$125.00				
BENCH WARRANT (CCP 491.160(a)(l)(a) or 708.170(a)(l)(a))	\$50.00				
BUSINESS LEVY - see Keeper Levy					
BOOK LEVY - On Property Held by Levying Officer	\$50.00				
CANCELLATION OF SERVICE prior to completion	\$50.00				
CERTIFICATION OF CORRECTION - eve 40616	\$25.00				
CERTIFIED MAIL - Return Receipt Requested	Actual Cost				
CITATION, Certification Of Correction - CVC 40616					
CLAIM AND DELIVERY WRITS					
Serve Writ & Undertaking with Levy	\$125.00				
Serve Summons and Complaint with Writ	\$50.00				
Notice of Application and Hearing	\$50.00				
Supporting Affidavits and/or Notices	No charge				
Temporary Restraining Order & Supporting Documents	\$50.00				
Order to Transfer Possession & Supporting Documents	\$50.00				
Keeper fees see Keeper Levy					
Moving and Storage Costs	Actual Cost				
CLAIM OF PLAINTIFF - Small Claims	\$50.00				
COMMUNITY PROPERTY LEVY NOTIFICATION					
Mailing Notice of Levy to spouse of debtor	No charge				
Mailing Notice of Sale to spouse of debtor	\$50.00				
COMPLAINT - without Summons	\$50.00				
COPYING FEE - Per Page	\$1.25				
COUNTER CLAIM or Counter Affidavit	\$50.00				
CROSS COMPLAINT - Small Claims	\$50.00				
DEBTOR'S INTEREST IN ESTATE	\$50.00				
PROCESS					
DECLARATION OF DILIGENCE	None				
DISBURSEMENT FEE	\$15.00				
EARNINGS WITHHOLDING ORDER	\$45.00				
ESTATE LEVY	\$50.00				
EVICTON - Writ of Possession - Real Property Posting eviction	\$105.00				
Reposting eviction	\$50.00				
Removing occupants and putting a person in possession Cancellation prior to service of notice to vacate	\$75.00				
Cancellation after service of notice to vacate	\$50.00				
Failure to take possession after service of notice to vacate	\$50.00				
EXECUTE/SERVING ANY OTHER INSTRUMENT	\$50.00				
EXECUTION- Writ of(Taking Immediate Possession)	\$50.00				
GARNISHMENTS Attachment or Execution (except wage)	\$50.00				
JOINT DEBTOR SUMMONS	\$50.00				
JURY SUMMONS for Civil Jury					
12 or less	\$2.00				
Each Additional Juror	\$0.10				
KEEPER LEVY (Sheriff's fees)					
Released at the end of 8 hours	\$125.00				
Fee per day for continuously maintaining levy after first day	\$50.00				
Not found - Sheriff's fee (non-installation)	\$50.00				
KEEPER FEES (amount paid to keeper) Not found -fee to keeper (non-installation)					
8 hours or less	\$175.00				
8-12 hours (keeper not to exceed \$350 in any 24 hour period)	\$350.00				
Not found -fee to keeper (non-installation)	\$75.00				
LEVY - see Levy Type i.e. eviction real property, etc.					
MILITARY AFFIDAVIT	\$50.00				
Additional Fee for Notary when Required	\$15.00				
NOT FOUND RETURN (Other than a Summons)	\$50.00				
NOTARY	\$15.00				

NOTICE - Landlord/Tenant	\$50.00				
ORDER FOR APPEARANCE OR EXAMINATION	\$50.00				
ORDER TO SHOW CAUSE	\$50.00				
PERSONAL PROPERTY LEVY - Writ of Execution or Possession					
Personal Property Levy without Seizure or Turnover	\$50.00				
Perform Levy and Seize or Turnover Property e	\$125.00				
Hiring Private Inventory Service	Actual Cost				
Moving and Storage Costs	Actual Cost				
Prepare and Post First Sale Notice	\$50.00				
Posting Each Additional Sale Notice	\$19.00				
Serve Sale Notice on Each Debtor (personally or by mail)	\$50.00				
Serve Sale Notice on Judgment Creditor or Attorney	No Charge				
Serve Sale Notice on Each Person Listed on Back of Writ	\$50.00				
Conduct or Postpone Sale	\$110.00				
Prepare and Issue Certificate of Sale - Personal Property	\$19.00				
Personal Property, Writ of Possession with Seizure of Prop.	\$125.00				
Vehicle Levy- Large Truck	\$125.00				
POSSESSION, WRIT OF (C&D) - see Claim & Delivery	-				
POSSESSION, WRIT OF (Personal Property)- see Personal Prop.	-				
POSSESSION, WRIT OF real Property) - see Eviction	-				
POSTPONING SALE - Real or Personal Property	\$110.00				
PREJUDGMENT CLAIM TO RIGHT TO POSSESSION with Copy of Summons and Complaint	\$50.00				
PROOF OF CORRECTION CERTIFICATION eve 40616	\$25.00				
REAL PROPERTY LEVY- Execution or Attachment					
Real Property Levy Completed by Process Server	\$50.00				
Real Property Levy Prepared and Recorded by Sheriff	\$50.00				
County Recorder recording fee (Varies by County)	Actual Cost				
Demand Letter for Application for Order for Sale of Dwelling	No Charge				
Mail Notice of Levy to each Debtor	No Charge				
Mail Notice of Levy to 3rd Person in whose name the debtor's interest stands upon the county records, per CCP 700.01S(a) (not the same as other joint owners)	\$50.00				
Mail Notice of Levy to Additional (Joint) Owners of Record (this notice is not required by code)	\$50.00				
Mail Notice of Levy to Other Individuals Specified in Creditor's Instructions	\$50.00				
Serve Levy on Occupant or Post Property if No Occupant	\$50.00				
Post Levy on Additional Non-Attached Parcels	\$25.00				
Serve Application for Order for Sale of Dwelling on Occupant or post on real property (if instructed to do so by creditor/attorney)	\$50.00				
REAL PROPERTY Sale					
Prepare Sale Notice and Mail or Deliver to Publisher	\$19.00				
Publisher's Cost for Publishing Sale Notice	Actual Cost				
Mail Sale Notice to each Judgment Debtor	\$50.00				
Mail Sale Notice to Creditor or Creditor's Attorney	No Charge				
Mail Sale Notice to Each Person Listed On Back of Writ	\$50.00				
Mail Sale Notice to 3rd Person in whose name the debtor's interest in real property stands per 700.01S(a)	\$50.00				
Mail Sale Notice to Each Lien Holder	\$50.00				
Mail Sale Notice Per Court Order or Attorney's Instructions	\$50.00				
Serve Occupant of Real Property if present (one attempt)	\$50.00				
Post Sale Notice on Real Property whether or not occupant is present	\$50.00				
Post Sale Notice on Additional Unattached Parcels	\$25.00				
Post Sale Notice in One Public Place in the City (info city, then the county) where the Sale is to be held	\$50.00				
Conduct or Postpone Sale	\$110.00				
Prepare and Record Real Property Certificate of Sale (only on writ of sale with redemption)	\$19.00				
Notary Fee to Notarize Certificate of Sale	\$15.00				
County Recorder recording fee (Varies by County)	Actual Cost				
Transfer Tax not paid on Certificate, it's paid on Deed					
Prepare and Mail Right to Redeem Letter to Debtor	\$50.00				
Certified Mail	Actual Cost				
Prepare Certificate of Redemption and Deliver to Recorder	\$19.00				
Notarize Certificate of Redemption	\$15.00				
Prepare and Deliver Sheriffs Deed to Recorder	\$19.00				
Notarize Deed	\$15.00				
Recorder's Fee to Record Deed	Actual Cost				
Transfer Tax, Parcel Tax, etc.	Actual Cost				
Prepare and Deliver Real Property Release to Recorder	\$50.00				
Notarize Release	\$15.00				
Recorder's Fee to record release	Actual Cost				
REGISTERED MAIL - Return Receipt Requested	Actual Cost				
REGISTERED PROCESS SERVER - Open File and Levy	\$50.00				
RESTRAINING ORDER (Refer to GOV 26721)	\$50.00				
SAFE DEPOSIT BOX - After MOG received from bank Levying Officer Fee	\$170.00				
Safe Deposit - Bank's Fee to Drill Box	Actual Cost				
SALE- Conduct or Postpone Sale of Real or Personal Property	\$110.00				
SECRETARY OF STATE- see Attachments	-				
SPECIAL FUND FEES	-				
Assessment on disbursements	\$15.00				
Portion of Fees Set Aside in Fund (automated systems)	\$22.00				
SPOUSE - see Community Property Levy Notification	-				
SUBPOENA, CIVIL- Sheriffs Fee (with or W/O Subpoenas and Affidavit)	\$50.00				

SUBPOENA, CIVIL STATE COURT Witness Fees - Any peace officer, any firefighter, any state employee, any trial court employee, and county employee, or a volunteer fire fighter.	Actual Cost				
SUBPOENA, CIVIL STATE COURT Witness Fees: General Public -All others not listed in Gov Code 68097.2 (35.00 per day plus \$0.20 per mile)	Actual Cost				
SUBPOENA, CIVIL FEDERAL COURT Witness Fees: \$40 per day(travel to and from court included), plus travel expenses, plus mileage per :uniformed table of distances adopted by the U.S. General Services Administration (GSA).	Actual Cost				
SUMMONS AND COMPLAINT and supporting documents	\$50.00				
SUMMONS AND COMPLAINT, Cancellation or Not found	\$50.00				
SUMMONS, Complaint & Prejudgment Claim of Right to Possession with unnamed tenants	\$50.00				
SUMMONS AND PETITION	\$50.00				
TILTAP	\$125.00				
VEHICLE INSPECTION Proof of Correction CVC 40616	\$25.00				
VEHICLE LEVY- see Personal Property	-				
WAGE GARNISHMENT- see Earnings Withholding Order	-				
WARRANT OF ATTACHMENT see Bench Warrant	-				
WARRANT, BENCH- see Bench Warrant	-				
WRIT OF ATTACHMENT- see Attachment	-				
WRIT OF EXECUTION -Money Judgement - see type of levy	-				
WRIT OF POSSESSION - Personal Property - see Personal Property	-				
WRIT OF POSSESSION - Prejudgment - see Claim & Delivery	-				
WRIT OF POSSESSION - Real Property - see Eviction	-				
WRIT OF RESTITUTION- see Eviction	-				
WRIT OF SALE- see type of levy	-				
Photocopy of Reports					
Crime Reports					
Face Page Only:	\$2.50				
Property List (insurance), 1-9 Pages:	\$10.00				
Additional Pages Past 9, Per Page:	\$0.50				
Coroner's Reports					
First 9 Pages of Deputy's Report:	\$10.00				
Post Mortem & Toxicology Reports:	\$15.00				
Additional Pages Past 9, Per Page:	\$0.50				
All Other Photocopies					
Minimum Charge, 1-9 Pages:	\$2.00				
Additional Pages Past 9, Per Page:	\$0.25				
Photographs					
First Photo, 3 1/2 x 5	\$10.00				
Each Additional 3 1/2 x 5 Photo	\$1.00				
First Photo 8 x 10	\$13.00				
Each Additional 8 x 10 Photo	\$3.00				
Identification Card Photographs	\$5.00				
Work Release Program Fees					
Sheriff's Parole Supervisory Fee, Per Month	\$35.00				
Work Release Program					
Application Fee	\$35.00				
Daily Rate	\$10.00				
Transportation					
Land Improvement					
Tentative Map Fees					
Boundary Line Adjustment (for 2 parcels)	\$661.00 each				Govt. Code 66451.2
For each additional parcel	\$121.00				Govt. Code 66451.2
Boundary Line Adjustment - Modification of Conditions	\$16.00 each				
Minor Subdivision	\$1,613.00 each				
Minor Subdivision - Revised Tentative Map (Substantive Revision)	\$274.00 each				Govt. Code 66451.2
Minor Subdivision - Modification Of Conditions	\$259.00 each				
Parcel Subdivision	\$1,806.00 each				
First 25 Lots	\$39.00 per lot				
Next 26 to 50 Lots	\$29.00 per lot				
Over 50 Lots	\$19.00 per lot				
Parcel Subdivision - Revised Tentative Map	\$387.00 each				
Parcel Subdivision - Modification Of Conditions	\$242.00 each				Govt. Code 66000
Major Subdivision	\$2,457.00 each				Govt. Code 66451.2
First 25 Lots	\$48.00 per lot				Govt. Code 66451.2
Next 26 to 50 Lots	\$32.00 per lot				
Over 50 Lots	\$24.00 per lot				Govt. Code 66451.2
Major Subdivision- Revised Tentative Map	\$404.00 each				
Major Subdivision- Modification of Conditions	\$380.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage	\$323.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage- Revised Tentative Map	\$178.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage- Modification of Conditions	\$129.00 each				
Brooktrails Boundary Line Adjustment	\$226.00 each				Govt. Code 66451.2
Plus per Parcel Fee	\$24.00 per lot				Govt. Code 66451.2
Other Planning Dept. Referral Fees (fee collected)					
Use Permit/Coastal Development Permit/Development Review (Not Adjacent to Nor Taking Access from a County Road)	\$62.00				Govt. Code 66000
Use Permit/Coastal Development Permit/Development Review (Adjacent to or Taking Access from a County Road)	\$92.00				Govt. Code 66000

Minor Use Permit/Coastal Development Permit/Development Review (Adjacent to or Taking Access from a County Road)	\$210.00				
Major Use Permit (Adjacent to or Taking Access from a County Road)	\$544.00				
General Plan Amendment	\$308.00				Govt. Code 66000
Rezone	\$151.00				Govt. Code 66000
Variance	\$92.00				
Conditional Certificate of Compliance	\$296.00				Govt. Code 66000
Preapplication Conference Fee (per hour)(by Appointment)	\$118.00				Govt. Code 66000
County Surveyor Checking Fees					
Research Assistant	\$97.00 per hour				Govt. Code 54985 / Reso. No. 16-150
GIS Map	\$97.00 per hour + printing fee				Govt. Code 54985 / Reso. No. 16-150
Record of Survey Map					
First Sheet	\$1,450.00				
Each Additional Sheet	\$193.00				
Record of Survey Map (Recheck)					
First Sheet	\$580.00				
Each Additional Sheet	\$97.00				
Parcel Map - Minor Subdivision					
First Sheet	\$2,514.00				Govt. Code 66451.2
Each Additional Sheet	\$387.00				Govt. Code 66451.2
Parcel Map - Minor Subdivision (Recheck)					
First Sheet	\$435.00				
Each Additional Sheet	\$145.00				
Parcel Map - Parcel Subdivision					
First Sheet	\$2,901.00				
Each Additional Sheet	\$483.00				
Parcel Map - Parcel Subdivision (Recheck)					
First Sheet	\$483.00				
Each Additional Sheet	\$145.00				
Final Map - Major Subdivision					
First Sheet	\$4,613.00				
Each Additional Sheet	\$694.00				
Final Map - Major Subdivision (Recheck)					
First Sheet	\$694.00				
Each Additional Sheet	\$501.00				
Resubdivision or Reversion to Acreage					
First Sheet	\$2,065.00				
Each Additional Sheet	\$300.00				
Resubdivision or Reversion to Acreage (Recheck)					
First Sheet	\$904.00				
Each Additional Sheet	\$203.00				
Miscellaneous Legal Description Review - County Surveyor	\$276.00				B&P Code 8726
Miscellaneous Map Review - County Surveyor	\$421.00				B&P Code 8726
Unilateral Agreement Review	\$518.00				Govt. Code 66451.2
Improvement Fees					
Basic Improvement Inspection (Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; when improvements are required, and the 'Improvement Plan' process is not specified)					
Each Inspection	\$505.00				
Each Additional Inspection	\$177.00				
Parcel Subdivision Improvement Inspection (When improvements are required, and the 'Improvement Plan' process is not specified)					
First Inspection - Each Inspection	\$387.00				
Re-inspection (+\$4 per lot)	\$177.00				
Improvement Plan: Specification Checking & Construction Inspection (Major Subdivisions, Parcel Subdivisions, Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; When improvements are required to be completed through the 'Improvement Plan' process	\$786.00				
Subdivision Improvement Agreement Processing Fee	\$822.00				
Subdivision Improvement Agreement Amendment Processing Fee	\$464.00				
Subdivision Monumentation Agreement Processing Fee	\$634.00				
Subdivision Monumentation Agreement Amendment Processing Fee	\$276.00				
Road and Transportation Fees					
County Highway Encroachment Permit Fees					
Residential Driveway Approach	\$663.00				
Commercial Driveway or Private Road Approach	\$777.00				
County Highway Encroachment Permit Fees - Field Entrance	\$444.00				
Excavation Permit (50 feet or less)	\$774.00				
Excavation Permit (more than 50 feet)	\$1,001.00				
Add per foot over 100 feet	\$1.00				
Minor Pavement Patch/Repair (Up to 50 square feet)	\$270.00				SHC Section 1464
Major Pavement Patch/Repair (Over 50 square feet)	\$600.00				SHC Section 1464
Additional Permit Inspection (More than 3) per hour rate	\$108.00				SHC Section 1464

Minor Miscellaneous Permit	\$404.00				SHC Section 1464
Miscellaneous Permit	\$545.00				
Annual Permit (Utilities and Special Districts)	\$1,003.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, existing pole, each, initial installation	\$484.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, new pole, each, initial installation	\$635.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, Annual Permit Time Extension	\$427.00				
	\$156.00				
Transportation Permit Fees					
Standard Permit	\$122.00				
Annual/Repetitive Permit	\$243.00				
Road Closure Requests					
Standard Road Closure Request Fee (One-time, first-time, or recurring events, which differ substantially from previously occurring event)	\$790.00				
Recurring Road Closure Request Fee (Recurring events substantially the same nature as previous event)	\$329.00				
Road Name Change Petition Fee					
Up to 10 properties	\$2,794.00				
Per 10 additional properties	\$177.50				
Per 1 additional hour of travel	\$97.00				
Per each additional sign	\$146.00				
Road Vacation Petition Fee					
Up to 10 properties	\$2,803.00				
Summary Vacation	\$2,423.00				
Per 10 additional properties	\$195.00				
Per 1 additional hour of travel	\$97.00				
Per each additional sign	\$146.00				
Airport Use Fees					
Little River Airport					
Tie-down, Under 12,500 lbs, Single Engine, per Night	\$8.00				
Tie-down, Under 12,500 lbs, Single Engine, per Month	\$120.00				
Tie-down, Under 12,500 lbs, multi-engine/jet, per Night	\$15.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Under 12,500 lbs, Multi-engine/jet, per Month	\$225.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Over 12,500 lbs, Single Engine, per Night	\$20.00				
Tie-down, Over 12,500 lbs, Single Engine, per Month	\$300.00				
Tie-down, Over 12,500 lbs, multi-engine/jet, per Night	\$30.00				
Tie-down, Over 12,500 lbs, Multi-engine/jet, per Month	\$450.00				
Private Portable Hangar, Single Engine, per Month	\$110.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Light Twin, per Month	\$115.00				
Private Portable Hangar, Heavy Twin, per Month	\$130.00				
Hangar Rental, Metal, Single Engine, per Month	\$220.00				MCC § 8.64, Reso. No. 11-074
Hangar Rental, Metal, Light Twin, per Month	\$290.00				
Hangar Rental, Small Wooden, per Month	\$220.00				MCC § 8.64, Reso. No. 11-074
Hangar Rental, Large Wooden, per Month	\$290.00				MCC § 8.64, Reso. No. 11-074
Vehicle Parking, Automobile, per Month	\$35.00				
Vehicle Parking, Automobile, per Year	\$350.00				
Vehicle Parking, Recreational Vehicle, per Month	\$50.00				
Vehicle Parking, Recreational Vehicle, per Year	\$500.00				
Billboard Rental, Space, per Year	\$40.00				
Landing Fee, Large Aircraft (from 12,000 lb. up to and including 20,000 lb. landing weight)	\$100.00				MCC § 8.64, Reso. No. 14-144
Landing Fee, Large Aircraft (≥ 20,000 lbs. landing weight)	\$150.00				MCC § 8.64, Reso. No. 14-144
Jet Parking, Per Night	\$150.00				MCC § 8.64, Reso. No. 14-144
Transient Hangar Parking, per night	\$20.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar Agreement Transfer Fee	\$588.00				MCC § 8.64, Reso. No. 11-074
After Hours/Call-Out Fee	\$125.00/hr				MCC § 8.64
Round Valley Airport Fees					
Hangar Rental, Metal, Single Engine, per Month	\$110.00				MCC § 8.64, Reso. No. 16-150
Private Portable Hangar, Single Engine, per Month	\$40.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Light Twin, per Month	\$55.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Heavy Twin, per Month	\$90.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar Agreement Transfer Fee	\$550.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Single Engine, per Night	\$7.00				
Tie-down, Light Twin, per Night	\$10.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Heavy Twin, per Night	\$15.00				MCC § 8.64, Reso. No. 11-074
Photocopy and Print Fees					
Photocopy (up to 8 1/2" x 14"), per page	\$0.10				
Photocopy (11" x 17"), per page	\$0.20				
Blue Print or Photocopy (up to 24" x 36"), per page	\$3.50				Govt. Code 54985, Reso. No. 16-150
Reproducible Vellum Copy (up to 24" x 36"), per page	\$4.50				Govt. Code 54985
Solid Waste					
Solid Waste Collection Franchise Fee	12% of Gross Adjusted Revenue (GAR)				MCC § 9A.20.040
Treasurer- Tax Collector					
Returned Check	\$25.00				GC 6157
Payment Plan Processing Fee	\$60.00				R&T 2922 (e)
Research Fee	\$72.00				GC 54985
Cost Charge	\$20.00				R&T 2621/2922 (e)
Outdoor Festival (per day)	\$175.00				6.16.40
Business License	\$40.00				6.04 ORD 4200
Cannabis Facilities Business License	\$60.00				6.36 ORD 4394

Release of Lien Fee	\$20.00				GC 6157
Water Agency					
See Planning & Building Services					
Cannabis Management Unit					
Cannabis Administrative Permit	\$1,548.08				MCC 22.18
Cannabis Minor Use Permit	\$2,681.06				MCC 22.18
Cannabis Minor Use Renewal/Modification	\$2,390.76				MCC 22.18
Cannabis Major Use Permit	\$4,974.86				MCC 22.18
Cannabis Major Use Renewal/Modification	\$4,035.83				MCC 22.18
Cannabis Variance	\$2,251.59				
Cannabis Business Tax Appeal - Administrative Fee	\$182.00				
Cannabis Business Tax Appeal - Hearing Fee	\$5,959.00				
10A.17 - Initial Application Review, Inspection, & Issuance Fee. Plus, actual time and inspection fee as applicable and IRS Mileage Rate.	\$2,984.00				10A.17
10A.17 Annual Permit Renewal Fee - Application Review, Inspection, & Issuance Fee. Plus, actual time as applicable and IRS Mileage Rate.	\$1,658.00				10A.17
10A.17 Modification Application Fee - Application Review & Issuance Fee. Plus, actual time and inspection fee as applicable.	\$806.00				10A.17
10A.17 Cannabis Permit Transfer Fee - Application Review and Issuance Fee. Plus actual time as applicable.	\$318.00				10A.17
Cannabis Pre-Application Conference	\$372.00				
Special Inspection Fee + IRS Mileage Rate	\$740.00				
Special Inspection Fee - Virtual	\$111.00				
Program Hourly Fee	\$90.00				
10.A17 Appeal of Application Denial - Department Review	\$1,815.00				Ordinance 4514 Amending Chapter 10A.17, Reso No. 22- 243
10.A17 Appeal of Application Denial - Appeal Hearing	\$5,961.00				Ordinance 4514 Amending Chapter 10A.17, Reso No. 22-243
Fallowing Fee	\$215.00				
NAS Fee	\$55.00				
Non-Cult Fee	\$55.00				



Mendocino County Board of Supervisors Agenda Summary

Item #: 4d)

To: BOARD OF SUPERVISORS

From: Supervisor Norvell

Meeting Date: April 22, 2025

Department Contact: Supervisor Norvell

Phone: 707-462-1514

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of an Update from the Noyo Harbormaster
(Sponsor: Supervisor Norvell)

Recommended Action/Motion:

Accept the update from the Noyo Harbormaster.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

Anna Neumann as the Noyo Harbor Master and has done extensive work on infrastructure and planning in the Noyo Harbor. The work includes removal of derelict vessels, dredge planning and plans for a new ice plant and fuel dock. Receive updates of the progress being made in the Noyo Harbor and questions or comments from the board.

Alternative Action/Motion:

N/A

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

Item #: 4d)

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: April 22, 2025





Mendocino County Board of Supervisors Agenda Summary

Item #: 4e)

To: BOARD OF SUPERVISORS

From: Probation

Meeting Date: April 22, 2025

Department Contact: Izen Locatelli

Phone: 707-234-6910

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of the Mendocino County California Juvenile Justice Realignment Block Grant (JJRBG) Annual Plan for Fiscal Year (FY) 2025-26 Dated March 21, 2025; Acceptance of the JJRBG Budget for Fiscal Year 2025-26; and Authorization for the Chief Probation Officer to Implement the JJRBG Budget
(Sponsor: Probation)

Recommended Action/Motion:

Accept the Mendocino County California Juvenile Justice Realignment Block Grant (JJRBG) Annual Plan for FY 2025-26 Dated March 21, 2025; accept the JJRBG budget for FY 2025-26; and authorize the Chief Probation Officer to implement the JJRBG budget.

Previous Board/Board Committee Actions:

October 19, 2021, the Board of Supervisors accepted the presentation of the Mendocino County California Juvenile Justice Realignment Block Grant (JJRBG) Annual Plan for FY 2021-22.

Summary of Request:

On September 30, 2020, Senate Bill (SB) 823 was signed into law by Governor Gavin Newsom. Some of the SB 823 bill highlights included the cessation of intakes to the Division of Juvenile Justice (DJJ) and the complete closure of DJJ, adjustment of the local age of jurisdiction for commitments, establishment of the Office of Youth and Community Restoration (OYCR) and the Juvenile Justice Realignment Block Grant (JJRBG) program.

The bill initiated the closing of DJJ and realigned the responsibility for those youth formerly eligible for commitment to DJJ to the counties. Effective July 1, 2021, intake to DJJ ceased, transferring custodial care, supervision and rehabilitative needs and requirements to local jurisdictions. Youth already committed to DJJ remained until completion of their program or the complete closure of all DJJ facilities on June 30, 2023, whichever occurred first. The bill also amended Welfare and Institutions Code (WIC) Section 607 to extend the age of juvenile court jurisdiction up to age 23 or 25 and amended Section 208.5 to extend the age of confinement up to age 25 for youth adjudicated for serious offenses.

SB 823 established the JJRBG program providing funding allocations to counties based upon custody, care and supervision of youth who are realigned to their originating counties from DJJ or who were otherwise eligible for commitment to DJJ. To be eligible for the JJRBG funding, counties are required to create a

Item #: 4e)

subcommittee of the multiagency Juvenile Justice Coordinating Council (JJCC) to develop the Juvenile Justice Realignment Block Grant (JJRBG) plan. Pursuant to WIC §1995(e), to continue receiving funding, the subcommittee shall convene no less frequently than twice per year to consider the plan and shall update the plan annually. The plan shall be developed with review and participation of the subcommittee community members and shall be approved by a majority of the subcommittee. The plan shall be submitted to the OYCR by May 1st of each year.

Effective July 1, 2021, pursuant to SB 823, the OYCR was created and operates within the Health and Human Services Agency (HHSA). The mission of the OYCR is to promote trauma-responsive, culturally informed, gender honoring, and developmentally appropriate services for youth involved in the juvenile justice system that support the youths' successful transition into adulthood.

Alternative Action/Motion:

Provide alternative direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: SB 823 JJRBG funding

current f/y cost: \$200,000

budget clarification: JH-862189

annual recurring cost: TBD Annually

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

revenue agreement: No

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

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:


FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





Mendocino County California Juvenile Justice Realignment Block Grant (JJRBG) Plan

March 21, 2025



SB 823 Highlights



- September 30, 2020, signed into law by Governor Gavin Newsom
- Initiated the closure of the Division of Juvenile Justice (DJJ)
- Established the Office of Youth and Community Restoration within the Health and Human Services Agency effective July 21, 2021
- Amended Welfare and Institutions Code (WIC) Sections as follows:
 - Section 208.5 to extend the age of confinement up to age 25 for youth adjudicated for serious offenses
- Established the Juvenile Justice Realignment Block Grant (JJRBG) plan



Juvenile Justice Realignment Block Grant (JJRBG) Plan

- Juvenile Justice Realignment Block Grant (JJRBG) Plan
 - Provides funding allocations to counties based upon custody, care, and supervision of youth who are realigned to their originating counties from DJJ or who were otherwise eligible for commitment to DJJ
 - Required to create a subcommittee of the Juvenile Justice Coordinating Council
- Senate Bill (SB) 92 signed into law on May 14, 2021
 - Established secure track youth treatment facilities for wards who are 14 years of age or older
 - Requires Dept of Finance to allocate funds under the JJRBG by July 1st of each year and requires the Controller to allocate the funds no later than August 1st of each year



Juvenile Justice Realignment Block Grant (JJRBG) Funding

- Funding allocations based on a weighted formula with a minimum of \$250,000 base per county. The weighted formula is calculated based on the following:
 - 20% = County Population ages 10-17
 - 30% = County prior number of wards committed to DJJ
 - 50% = County adjudications for “DJJ-eligible crimes” WIC § 707(b) offenses
- SB 823 required establishment of new distribution methodology for FY2024-25; however, state Administration is proposing to maintain existing formula calculations until FY 2027-28
- Effective FY2024-25 allocations shall be adjusted annually by a rate commensurate with any growth in the Juvenile Justice Growth Special Account in the prior fiscal year. Each year this growth shall become additive to the next year's base allocation.



Juvenile Justice Realignment Block Grant (JJRBG) Funding

Mendocino County Historical & Projected JJRBG Funding

	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26
Projected	\$250,000	\$370,370	\$613,591	\$332,044	\$836,579
Actual	\$250,000	\$276,055	\$304,002	\$802,445	TBD



JJCC SB 823 Subcommittee

- SB 823 requires the establishment of a subcommittee of the Juvenile Justice Coordinating Council (JJCC) to be eligible to receive funding
 - Pursuant to WIC§1995(e), shall convene no less frequently than twice per year to consider the plan
 - Shall update plan annually
 - Plan developed with review and participation of the subcommittee community members
 - Plan shall be approved by a majority of the subcommittee
 - Plan shall be submitted to the OYCR by May 1st of each year



JJCC SB 823 Subcommittee

- ▶ The JJCC SB 823 Subcommittee met on February 21, 2025
 - ▶ In person meeting held at Mendocino County Administration Center, Conference Room c
 - ▶ Reviewed and discussed the draft 2025 JJRBG Annual Plan
- ▶ The JJCC SB 823 Subcommittee met on March 21, 2025
 - ▶ In person meeting held at MCOE Birch Lab 1 in Ukiah
 - ▶ Reviewed and approved the final draft of the 2025 JJRBG Annual Plan
- ▶ The JJCC met on March 21, 2025
 - ▶ In person meeting held at MCOE Birch Lab 1 in Ukiah
 - ▶ Accepted the approved final draft of the 2025 JJRBG Annual Plan from the JJCC SB 823 Subcommittee



SYTF Partnerships



- Mendocino County Probation Department contracts with out-of-county Secure Youth Treatment Facilities to house female commitments, sex offenders, those with severe mental illness, and other identified individuals who cannot be housed at Mendocino County Juvenile Hall due to secured track youth population, services/programming available based on the needs of the juvenile, or age of the juvenile to be placed.
- Current Partnership Agreements:
 - Shasta County
 - Merced County
 - Sonoma County
 - Madera County

JJRBG Budget

	FY 2022-23 Actual	FY2023-24 Actual	FY2024-25 Budget	FY2025-26 Budget
Prior Year Carry Forward	\$250,000.00	\$521,372.00	\$598,991.60	\$ 932,721.85
Annual Allocation	\$276,055.00	\$304,002.00	\$802,445.00	\$ 836,579.00
Expenditures:				
- Out-of-County Placements	\$ 3,303.00	\$226,382.40	\$468,714.75	\$ 200,000.00
- Other Expenses	\$ 1,380.00	\$ 0.00	\$ 0.00	\$ 0.00
Year-End Balance	\$521,372.00	\$598,991.60	\$932,721.85	\$1,569,300.85

California Juvenile Justice Realignment Block Grant Annual Plan



2025

COUNTY OF MENDOCINO

Prepared by the Subcommittee of the Mendocino County
Juvenile Justice Coordinating Council (JJCC)



Juvenile Justice Realignment Block Grant Annual Plan

Date: March 21, 2025

County Name: Mendocino

Contact Name: Katie F. Ford, Assistant Chief Probation Officer

Telephone Number: 707-234-6900

E-mail Address: fordka@mendocinocounty.gov

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INTRODUCTION

California SB 823 Background

On September 30, 2020, Senate Bill (SB) 823 was signed into law by Governor Gavin Newsom. Some of the SB 823 bill highlights included the cessation of intakes to the Division of Juvenile Justice (DJJ) and the complete closure of DJJ, adjustment of the local age of jurisdiction for commitments, establishment of the Office of Youth and Community Restoration (OYCR) and the Juvenile Justice Realignment Block Grant (JJRBG) program.

The bill initiated the closing of DJJ and realigned the responsibility for those youth formerly eligible for commitment to DJJ to the counties. Effective July 1, 2021, intake to DJJ ceased, transferring custodial care, supervision and rehabilitative needs and requirements to local jurisdictions. Youth already committed to DJJ remained until completion of their program or the complete closure of all DJJ facilities on June 30, 2023. The bill also amended Welfare and Institutions Code (WIC) Section 607 to extend the age of juvenile court jurisdiction up to age 23 or 25 and amended Section 208.5 to extend the age of confinement up to age 25 for youth adjudicated for serious offenses.

SB 823 established the JJRBG program providing funding allocations to counties based upon custody, care, and supervision of youth who are realigned to their originating counties from DJJ or who were otherwise eligible for commitment to DJJ. To be eligible for the JJRBG funding, counties are required to create a subcommittee of the multiagency juvenile justice coordinating council to develop the Juvenile Justice Realignment Block Grant Plan. Pursuant to WIC §1995(e), to continue receiving funding, the subcommittee shall convene no less frequently than twice per year to consider the plan and shall update the plan annually. The plan shall be developed with review and participation of the subcommittee community members and shall be approved by a majority of the subcommittee. The plan shall be submitted to the OYCR by May 1st of each year.

Effective July 1, 2021, pursuant to SB 823 the OYCR was created and operates within the Health and Human Services Agency. The mission of the OYCR is to promote trauma responsive, culturally informed, gender honoring, and developmentally appropriate services

for youth involved in the juvenile justice system that support the youths' successful transition into adulthood.

Funding and Mendocino County Projected Allocations

The JJRBG county funding allocations are based on a weighted formula with a minimum \$250,000 base per county. The weighted formula is calculated based on the following:

- 20% = County population ages 10-17
- 30% = County prior number of wards committed to DJJ
- 50% = County adjudications for "DJJ-eligible crimes" WIC §707(b) offenses

SB 823 required the establishment of a new distribution methodology for FY 2024-25; however, state Administration is proposing to maintain the existing formula calculations until fiscal year 2027-28.

Based on the weighted formula the below table identifies the projected allocations for Mendocino County as known in 2021 and the actual funding received.

	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Projected	\$250,000	\$370,370	\$613,591	\$332,044	\$836,579
Actual	\$250,000	\$276,055	\$304,002	\$802,445	

Effective FY 2024-2025 the allocations determined shall be adjusted annually by a rate commensurate with any applicable growth in the Juvenile Justice Growth Special Account in the prior fiscal year. Each year this growth shall become additive to the next year's base allocation.

PART 1: SUBCOMMITTEE COMPOSITION

(WIC 1995 (b))

Agency	Co-Chair	Name and Title	Email	Phone Number
Chief Probation Officer (Chair)		Izen Locatelli	locateli@mendocinocounty.gov	707-234-6900
District Attorney's Office Representative		David Moutrie	moutrie@mendocinocounty.gov	707-463-4191
Public Defender's Office Representative		Mick Hill	hillm@mendocinocounty.gov	707-234-6960
Department of Social Services Representative		DeNeese Parker	parkerd@mendocinocounty.gov	707-463-7761
Department of Mental Health		Jenine Miller	millerj@mendocinocounty.gov	707-472-2341
Office of Education Representative		Chris Francis	cfrancis@mcocoe.us	707-901-9058
Court Representative		Judge Dolan	cbd@mendocino.courts.ca.gov	707-468-2006
Community Member		Sheryn Hildebrand	shildebrand@mendocinocasa.org	707-489-5346
Community Member		Amanda Archer	aarcher@mcyp.org	707-463-4915
Community Member		Kate Gaston	kagegaston@gmail.com	336-430-7632
Non-Voting Subcommittee Participants				
Mendocino County Probation Department		Katie F. Ford	fordka@mendocinocounty.gov	707-234-6900
Mendocino County Probation Department		John Bednar	bednarjo@mendocinocounty.gov	707-234-6900
Ukiah Unified School District		Jason Iversen	jiversen@uusd.net	707-472-5065

PART 2: SUBCOMMITTEE PROCESS & MEETINGS

(WIC 1995 (b,c,e))

Co-Chair Selection Process

Any subcommittee member can be selected as a Co-Chair following a nomination or request and a majority vote of the subcommittee.

Subcommittee Meetings

Mendocino County JJCC SB 823 Subcommittee meetings were held on February 21, 2025, and March 21, 2025.

Plan Update and Approval

The 2025 Mendocino County Juvenile Justice Realignment Block Grant Plan was updated and approved on March 21, 2025, by the JJCC SB 823 Subcommittee.

PART 3: TARGET POPULATION

(WIC 1995 (d)(1))

Target Population

Mendocino County's target population is male youth ages 17-23 who have committed serious, violent offenses as listed in Section 707(b) of the Welfare and Institutions Code (WIC) involving physical and/or psychological harm to a victim. The youth served in this population are those who have been found unsuitable for a less restrictive alternative disposition by the Court. Based on recent historical information, it is anticipated the number of Mendocino County youth supported by the block grant will be fewer than five (5) youth. Mendocino County will not be able to serve youth requiring specialized therapeutic needs such as sex offenders or severely mental ill offenders. Additionally, Mendocino County will not be able to serve female youth. For these youth, Mendocino County plans to contract with a Host county or regional facility.

DJJ Historical Demographics

Effective July 1, 2021, DJJ facilities were closed, and all remaining youth were transferred to local jurisdictions. The following data represents the last five (5) years of DJJ eligible adjudications, youth demographics and DJJ commitments.

Total 707(b) Offense Adjudications by Adjudication Date

FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
5	10	14	5	3	37

Total 707(b) Offense Types by Adjudication Date

Offense Types	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Arson	0	0	0	0	0	0
Assault	2	6	6	4	2	20
Attempted Homicide	1	0	1	0	0	2
Homicide	0	0	1	0	0	1
Kidnapping	0	0	0	0	0	0
Robbery	0	0	2	0	0	2
Sex Offense	2	0	1	1	1	5
Use of Firearm	0	4	3	0	0	7
Violence Against Aged	0	0	0	0	0	0
Weapon of Mass Destruction	0	0	0	0	0	0
Witness Tampering	0	0	0	0	0	0

Unduplicated Total Youth Adjudicated of a 707(b) Offense by Adjudication Date

FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
4	3	9	5	2	23

Total Youth Adjudicated of a 707(b) Offense by Adjudication Date

FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
4	3	10	5	3	25

Youth Demographics by Gender

Gender	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Female	0	1	0	1	0	2
Male	4	2	10	4	3	23

Youth Demographics by Age of Offense Date

Age	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
13	1	0	1	0	0	2
14	0	1	0	0	1	2
15	0	0	4	0	1	5
16	2	1	2	3	0	8
17	1	1	3	2	1	8

Youth Demographics by Race/Ethnicity

Race/Ethnicity	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
American Indian/Native/Indigenous	1	2	4	1	1	9
Hispanic/Latino/a/x	2	1	5	3	1	12
White/Caucasian	1	0	1	1	1	4

Youth Demographics by Residence

Incorporated	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Fort Bragg	0	0	0	0	0	0
Point Arena	0	0	0	0	0	0
Ukiah	4	2	4	4	2	16
Willits	0	0	2	0	0	2
Census-Designated						
Covelo	0	1	2	0	1	4
Hopland	0	0	1	0	0	1
Potter Valley	0	0	0	1	0	1
Out of County						
Los Angeles	0	0	1	0	0	1

Youth Demographics by Gang Involvement

Gang Involvement	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Norteno	3	0	2	2	0	7
Sureno	0	1	2	2	1	6
N/A	1	2	6	1	2	12

Youth Dispositions

Disposition Outcomes	4 Youth from FY 16/17	3 Youth from FY 17/18	10 Youth from FY 18/19	5 Youth from FY 19/20	3 Youth from FY 20/21	Total
	Resulted in the Following Findings					
*Adult Direct Filed - Formal Probation Granted	1	0	0	0	0	1
*Adult Direct Filed - Sentenced to CDCR	1	0	0	0	0	1
Transferred Out of County	0	0	1	1	0	2
Committed to DJJ	0	1	1	1	1	4
Declared Ward	2	2	5	2	0	11
Declared Ward with OHP	0	0	0	0	1	1
Remains Ward	0	0	2	1	1	4
Remains Ward with OHP Ordered	0	0	1	0	0	1

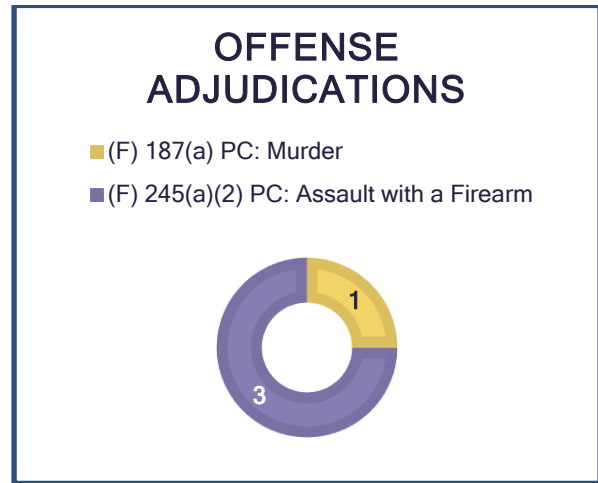
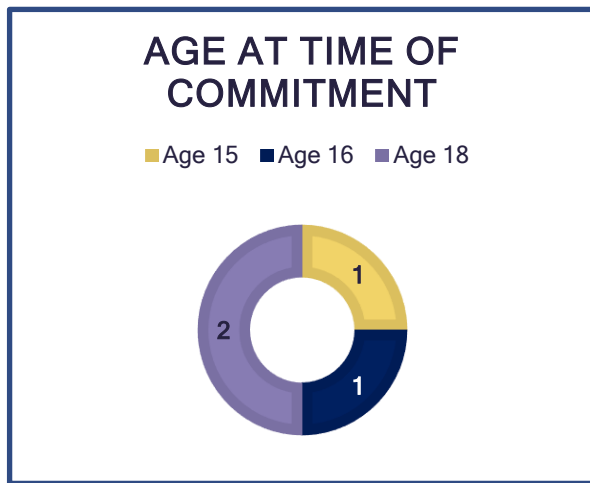
*At the time the youth committed the 707(b) offense they were a ward of the court

Youth Case Closure Outcomes

Case Closure Outcomes	4 Youth from FY 16/17	3 Youth from FY 17/18	10 Youth from FY 18/19	5 Youth from FY 19/20	3 Youth from FY 20/21	Total Unduplicated
	Resulted in the Following Findings					
Deceased	1	0	1*	0	0	1
Out of County Transfer	0	1	1	1	0	3
Successful	1	1	4	2	2	10
Unsuccessful	2	1	3	2	1*	8
Remaining Active Cases						
Active Wardship	0	0	0	0	0	0
SYTF Reentry Supervision	0	0	0	0	0	0
Transfer from DJJ to SYTF	0	0	1	0	0	1

*Duplicated Youth

Prior to 2018, Mendocino County had not committed a youth to DJJ since 2007. However, in 2010, a youth whose case was handled as an adult direct filing, under today's law would have been committed to DJJ due to the age of the youth. As noted above, there have been four (4) Mendocino County youth who have been committed to DJJ from May of 2018 through December of 2020. The below charts identify the youths' ages at commitment, their gender and ethnicity, and the types of offenses adjudicated in their cases:



Prior to the closure of DJJ, Mendocino County had one (1) remaining youth who was transferred to an out-of-county secure youth treatment facility to continue his individualized programming needs and complete his commitment, and as of June 30, 2024, that youth's housing status remained the same. The other three youth who were committed to DJJ were discharged in 2020, 2021, and 2022. One youth upon reentry was transferred to another county jurisdiction due to residency and the other two youth have since been terminated from supervision.

SYTF Demographics

Since the transition from DJJ to local jurisdiction commitments, Mendocino County has committed one (1) youth to SYTF, which occurred in the current fiscal year and is not reflected below. The following data represents the first two (2) years of SYTF eligible adjudications, youth demographics and SYTF commitments.

Total 707(b) Offense Adjudications by Adjudication Date

FY 21/22	FY 22/23	FY 23/24	Total
1	3	11	15

Total 707(b) Offense Types by Adjudication Date

Offense Types	FY 21/22	FY 22/23	FY 23/24	Total
Arson	0	0	0	0
Assault	1	1	9	11
Attempted Homicide	0	0	2	2
Homicide	0	0	0	0
Kidnapping	0	0	0	0
Robbery	0	1	0	1
Sex Offense	0	0	0	0
Use of Firearm	0	0	0	0
Violence Against Aged	0	0	0	0
Weapon of Mass Destruction	0	0	0	0
Witness Tampering	0	1	0	1

Unduplicated Total Youth Adjudicated of a 707(b) Offense by Adjudication Date

FY 21/22	FY 22/23	FY 23/24	Total
1	3	10	14

Total Youth Adjudicated of a 707(b) Offense by Adjudication Date

FY 21/22	FY 22/23	FY 23/24	Total
1	3	10	14

Youth Demographics by Gender

Gender	FY 21/22	FY 22/23	FY 23/24	Total
Female	0	1	4	5
Male	1	2	6	9

Youth Demographics by Age of Offense Date

Age	FY 21/22	FY 22/23	FY 23/24	Total
13	0	0	0	0
14	1	0	4	5
15	0	0	1	1
16	0	1	3	4
17	0	2	2	4

Youth Demographics by Race/Ethnicity

Race/Ethnicity	FY 21/22	FY 22/23	FY 23/24	Total
American Indian/Native/Indigenous	0	0	5	5
Black/African American	0	1	0	1
Hispanic/Latino/a/x	1	1	3	5
White/Caucasian	0	1	2	3

Youth Demographics by Residence

Incorporated	FY 21/22	FY 22/23	FY 23/24	Total
Fort Bragg	0	0	1	1
Point Arena	0	0	1	1
Ukiah	1	0	6	7
Willits	0	1	1	2
Census-Designated				
Covelo	0	0	0	0
Hopland	0	0	0	0
Potter Valley	0	0	0	0
Unincorporated				
Elk	0	1	0	1
Out of County				
Sacramento	0	1	0	1
Lake	0	0	1	1

Youth Demographics by Gang Involvement

Gang Involvement	FY 21/22	FY 22/23	FY 23/24	Total
Norteno	1	1	2	4
Sureno	0	0	0	0
N/A	0	2	8	10

Youth Dispositions

Disposition Outcomes	1 Youth from FY 21/22	3 Youth from FY 22/23	10 Youth from FY 23/24	Total
	Resulted in the Following Findings			
Adult Direct Filed - Formal Probation Granted	0	0	0	0
Adult Direct Filed - Sentenced to CDCR	0	0	0	0
Transferred Out of County	0	1	2	3
Committed to SYTF	0	0	1	1
Declared Ward	0	2	6	8
Declared Ward with OHP	0	0	0	0
Remains Ward	1	0	1	2
Remains Ward with OHP Ordered	0	0	0	0

Youth Case Closure Outcomes

Case Closure Outcomes	1 Youth from FY 21/22	3 Youth from FY 22/23	10 Youth from FY 23/24	Total Unduplicated
	Resulted in the Following Findings			
Deceased	0	0	0	0
Out of County Transfer	1	1	2	4
Successful	0	2	3	5
Unsuccessful	0	0	2	2
Remaining Active Cases				
Active Wardship	0	0	2	2
SYTF Commitment	0	0	1	1
SYTF Reentry Supervision	0	0	0	0

*Duplicated Youth

Additional Relevant Information

Additional notable information, of the two (2) youth committed to out-of-county secure treatment youth facilities, both their individualized rehabilitative programming required intensive mental health services.

PART 4: PROGRAMS AND SERVICES

(WIC 1995 (d)(2))

Description of Facility

Mendocino County operates a juvenile detention facility named Mendocino County Juvenile Hall (MCJH). MCJH is a 42-bed facility with three (3) units, known as A-Unit, B-Unit and C-Unit. The layout of A and B units includes a long hallway of housing with living areas for each unit at the end of the hallway. Currently B-Unit is the only living area utilized. C-Unit is a self-contained unit, including dining area and an attached classroom, formally used for housing male violent offenders. This unit is currently closed but is the identified location to house the target population. C-Unit houses 10 youth with the ability to double-up in two (2) rooms for a maximum occupancy of 12.



Description of Secure Youth Treatment Facility

All SYTF youth will be provided access to treatment and services that promote and support rehabilitation and a reduction in recidivism. Additionally, Mendocino County Probation Department will promote and provide a safe, healthy, and secure environment at the Mendocino County Juvenile Hall and a seamless, supported reentry into the community.

Upon entry into the facility, each youth will be initially screened using our current case management system Aegis New World Systems which includes questionnaires such as Initial Screening Assessment, Classification and Gang Classification. Additionally, each youth will be assigned to the Transition Plan Committee for further assessment. This committee which will consist of a Supervising Deputy Probation Officer, Supervising Juvenile Corrections Officer, Mental Health Clinician, Education Representative, and Medical Staff Representative who will also serve as the SYTF Treatment Team and be responsible for all assessment and treatment plan development and oversight. During the first 30 days, all assessments and case plans will be developed to support the youth's treatment goals. During this time family members as well as other pro-social adults will also be identified and encouraged to visit weekly and support the youth's treatment goals and case plan.

The Mendocino County Juvenile Hall utilizes the Positive Achievement Change Tool (PACT). This comprehensive assessment instrument measures a youth's Adverse Childhood Experiences score (ACEs) and their risk and protective factors in the following 12 domains:

- Use of Free Time
- Criminal History
- School
- Employment
- Relationships
- Family
- Living Arrangements
- Alcohol and Drugs
- Mental Health
- Attitudes/Behaviors
- Aggression
- Skills

Assessment of criminogenic risk factors and treatment directed toward changing dynamic characteristics provides the best chance of reducing recidivism. MCJH will focus case plans based upon the youth's top three identified criminogenic needs. The PACT assessment tool will be used as a pre and post assessment. More specifically, an initial assessment, every six-month's re-assessments and a final assessment will be completed for each youth.

Youth assessed and requiring more specialized programming in the areas of Gang Involvement or Substance Abuse Treatment will be referred to an appropriate provider. The program will operate on a weekly schedule and be in compliance with all Title 15 regulations. MCJH will structure the daily activities around the treatment program but will include ample inside free leisure time, as well as, structured outside recreation activities.

The SYTF Treatment Team will provide a progress report at 6-month intervals outlining progress in the program and milestones reached, as well as, a description of additional treatment, educational and vocational needs. Additional areas that may be addressed in this report may include but are not limited to input from family members, victim notification, restitution, and written statement from the youth. This report will be submitted to the Juvenile Court for review. At the time of this 6-month review hearing the Court may continue the youth in the Secure Youth Treatment Facility or order the youth into a less restrictive program which could be in either a custodial or non-custodial setting. The less restrictive placement will be considered part of the baseline term. The Court may also reduce the baseline term by 6 months.

After the 12-month review and dependent upon rehabilitative goals, the youth will be assessed for vocational training opportunities. These opportunities may include but are not limited to:

- Mendocino College Certificate Completion Program (Rising Scholars)
- Culinary Certificates
- Gardening/Horticulture
- Other Regional Facility Training Programs

Description of Placements

Mendocino County has contracted with a few out-of-county Secure Youth Treatment Facilities to house youth who are ineligible for housing at Mendocino County Juvenile Hall. Further, less restrictive opportunities will be evaluated on a case-by-case basis.

Description of Services and Service Providers

To meet this need, the core services provided to SYTF will aim to promote pro-social changes in attitude and behavior and prepare youth for a positive reentry into the community. The services MCJH aims to provide are:

- Anger Management - Handling Difficult Feelings group provided by GEO Reentry Services (GEO) utilizes the Forward Thinking Interactive Journaling Series Change Companies Cognitive-behavioral series that uses evidence-based strategies to assist youth involved in the criminal justice system. Handling Difficult Feelings encourages participants to identify their difficult feelings and how they connect to irresponsible behaviors. They will explore seven proven strategies that will help them cope with their difficult feelings and then develop a plan to deal with them as they arise.
- What Got Me Here group provided by GEO utilizes the Forward Thinking Interactive Journaling Series Change Companies Cognitive-behavioral series. In What Got Me Here?, participants explore the consequences of past decisions and begin to learn skills for controlling anger, handling negative peer pressure, working with authority figures and strengthening family ties.
- Moral Reconciliation Therapy (MRT) provided by GEO includes group Cognitive Behavioral Therapy (CBT), Individual Cognitive Behavioral Therapy (ICBT) and MRT-based workbooks, a CCI MRT cognitive-behavioral treatment system that leads to enhanced moral reasoning, better decision-making, and more appropriate behavior. Juvenile MRT: *How to Escape Your Prison* workbooks are used with all types of juvenile offenders including juveniles with substance abuse disorders. Topics include but are not limited to Honesty, Trust and Acceptance, Goal Planning, Raising Awareness and Helping Others.
- Substance Use Disorder Treatment provided by Mendocino County Behavioral Health Services.
- Peaceful Warrior Project - Aikido provided by Mendocino County Aikido. Instructors provide structured classes of the Japanese martial art where the youth are taught self-

defense while offering a peaceful path to conflict resolution, teaching the practical skills in order for youth to center and calm themselves. The program teaches critical life skills such as respect, focus, perseverance, self-awareness, compassion, and self-discipline.

- Peaceful Warrior Project - Mindfulness Meditation provided by Mendocino County Aikido. Through structured classes of meditation, youth are taught to proactively observe their present moment experience consisting of sensations, thoughts, memories or images, without reacting to it and ultimately learning to make conscious healthy decisions.
- Peaceful Warrior Project - Trauma Resiliency and Emotional Regulation Skill Development provided by Mendocino County Aikido. Youth are provided one-on-one sessions of structured coaching and skill building to assist youth in developing resiliency to internal and external trauma triggers and emotional, cognitive and behavioral patterns. The instructors specialize in working with youth who have grown up in highly adverse environments including but not limited to: physical abuse, sexual abuse, neglect, and other highly traumatic experiences.
- Mental Health Counseling provided by Mendocino County Youth Project utilizing Cognitive Behavioral Therapy which focuses on the connection between thoughts, behaviors, and emotions to help teens develop healthy coping skills. Solution-focused brief therapy places focus on a person's present and future circumstances and goals. Harm Reduction and Dialectical Behavior Therapy clients learn how to manage strong emotions and develop mindfulness. Further, MCYP Success Coaches utilize Motivational Interviewing to help build awareness and youth development of the motivation they need to change their lives including substance abuse issues. Mendocino County Behavioral Health Recovery Services (BHRS) also provides mental health therapeutic services.
- Gardening Project aims to introduce youth to sustainable and organic gardening practices that can be used to grow food in backyards. Some produce will also be used to provide nutritional workshops to our youth, increasing their understanding of nutrition, how it affects the body and making healthy food choices.
- The Council for Boys and Young Men (One Circle Foundation curriculum) provided by Mendocino County Probation staff addresses risk factors and empowers boys and young men to find belonging, build assets, and deconstruct harmful masculinity beliefs on their journey toward becoming respectful leaders and connected allies in their

community. Through guided discussions, the group inspires young men to be self-motivated to change and to develop and practice skills that can be transferred to classrooms, neighborhoods, job training, or sports.

- Risks and Decision a New Freedom A.R. Phoenix Resources, Inc. curriculum aims to prevent or reduce violence, gang involvement and criminal behavior.
- Red Road and White Bison curriculum uses a holistic approach to emotional, physical, mental, and spiritual wellness based on Native American healing concepts and traditions.
- Life Skills curriculum is provided by Mendocino County Probation staff to equip youth with the necessary skills to make informed decisions, solve problems and confidently navigate their lives. The program strives to develop youth interpersonal and social skills including communication, critical thinking, time management, financial management, and self-care. Transitional Age Youth (TAY) Program provided by Mendocino County Probation staff aims to assist youth transition to young adulthood. The TAY Program will provide support, recreational and life skills building groups, case management services, personal coaching for learning and linkage to education and employment. Life skills include planning, focus, self-control, awareness, and flexibility.
- Alcoholics Anonymous (AA) provided by Mendocino Inland Intergroup.
- Narcotics Anonymous (NA) provided by Mendocino Area Narcotics Anonymous.
- Positive Behavior Management System provided by MCJH is a point system designed to reward specific youth behaviors while positively reinforcing the facility standard expectations. The program encourages youth to improve upon behaviors identified as below the standard expectations and encourages youth to go above and beyond those expectations.
- Culinary Arts vocational certificates through Mendocino College.
- Post-Secondary Education opportunities (Rising Scholars) and community college coursework available through Mendocino College.

Supervision and Other Responses

The youth are supervised by Youth Corrections Officers, Supervising Youth Corrections Officers and overseen by the facility Division Manager. Probation Assistants also monitor youth movement in Intake through video and audio surveillance.

PART 5: JJRBG FUNDS

(WIC 1995 (d)(3)(A-F))

Mental Health, Sex Offender Treatment and Related Behavioral or Trauma-Based Needs

Currently, MCJH is contracted to have a Mental Health Clinician (8 hours per week), Youth Success Coaches (32 hours per week) psychiatric assessments and medication management (5 hours per month), and crisis services. Additionally, Mendocino County Behavioral Health and Recovery Services is on site approximately five (5) hours per week providing mental health services. Mendocino County plans to enhance existing Mental Health Services by completing a comprehensive Intake and Clinical Assessment to identify each youth's needs and create a treatment plan, as well as, implementing new treatment programs and group therapy (i.e. Aggression Replacement Therapy).

MCJH staff will perform Intake Assessments to identify and address trauma in youth. Further, staff will receive ongoing training on adolescent development, trauma informed approaches, mental health needs, cultural responsiveness, motivational interviewing and de-escalation techniques.

Mendocino County plans to contract with other Secure Youth Treatment Facilities to provide the programming for a youth needing sex offender treatment.

Healthy Adolescent Development

Mendocino County will continue to work with its community-based organizations to offer appropriate programs such as life skills development. MCJH plans to implement an assessment of each youth's psychological functioning, academic and vocational interests, physical health and maturation, family history and support, social development, and leisure activities and interests. Additionally, MCJH staff will provide mentoring and role modeling and the TAY program.

Family Engagement

Mendocino County will provide family counseling through Mendocino County Behavioral Health and Recovery Services and plans to continue to enhance family engagement through

Child and Family Team Meetings (CFT-M) and utilizing family strengthening curriculum, such as Functional Family Therapy (FFT). The County will also utilize family finding tools and resources to locate additional family members to connect and develop enhanced family support and to strengthen healthy family relationships.

Reentry Planning and Linkage

Mendocino County will create a Reentry Case Plan including a detailed transition plan to community services, as well as implement employment support and vocational skills training and enhance post-secondary educational opportunities.

Youth will be assessed for eligibility for transitional housing programs such as Transitional Housing Program-Plus (THP-Plus) offered through Mendocino County Health and Human Services Agency Children's Services.

THP-Plus is a transitional housing program for young adults who exited foster care on or after their 18th birthday and are not yet 24 years of age. Eligible young adults may participate in the program for up to 24 cumulative months. The program provides supportive services to help participants successfully transition to independence, including case management, housing, educational advocacy and guidance, employment counseling and job readiness training, linkage to health care and health insurance, linkage to community resources and assistance in finding and maintaining affordable housing upon completion of the program.

Evidence-Based, Promising, Trauma-Informed and Culturally Responsive Practices

Mendocino County has participated in the Trauma Informed Implementation Project (TIIP) with the California Center of Excellence for Trauma Informed Care and Mendocino County Youth Project. Mendocino County Probation Department has been assessed by the California Center of Excellence for Trauma Informed Care for its department baseline agency report and recommendation. Staff have received training as participants of the TIIP. Additionally, Mendocino County can use the resources offered through the PACEs Connection a social network for Positive & Adverse Childhood Experiences and agencies implementing trauma-informed and resilience-building practices made available by CASA of Mendocino County.

MCJH will also have a supervisor and the division manager responsible for programming coordination, addressing evidence-based services and data collection. MCJH will continue to ensure its program and services are either evidence-based, evidence informed, or based on promising practices. MCJH plans to identify new programs that are trauma-informed and culturally responsive.

Additionally, Mendocino County will continue to utilize the Positive Achievement Change Tool (PACT) to assess and identify a youth's risk level to reoffend as well as their criminogenic needs. This allows for an individualized case plan identifying both their risk factors and protective factors. The PACT is validated for youth up to age 21. For youth over the age of 21, the Static Risk and Needs Assessment (SRNA) will be used.

Mendocino County will also implement the use of interactive journaling with Thinking for Change and Courage to Change workbooks. Additionally, the County plans to implement the New Freedom A.R. Phoenix Resources curriculum to address alternatives to gangs.

Services Provided by Nongovernmental or Community-Based Providers

Mendocino County is committed to a collaborative approach to develop and implement innovative services to support the needs of realigned youth, including expanded programming and services with its community-based providers. It is recognized there will likely be gaps in services and programs that will be discovered as the County plan develops or new legislation is enacted. In those instances, the County would be looking to its nongovernmental agencies and community-based organizations to help fill any gaps.

PART 6: FACILITY PLAN

(WIC 1995 (d)(4))

SYTF Housing, Treatment Needs and Facility Improvements

Mendocino County's intention is to utilize what is currently known as C-Unit to accommodate its realigned youth. This wing of Mendocino County Juvenile Hall is a secure, self-contained residential facility with the capacity of 10 rooms. C-Unit has its own day room for structured inside activities, dining area as well as an attached classroom to meet the educational needs of youth. Exiting C-Unit to the East, youth will utilize the outdoor physical recreation area equipped with a basketball court, exercise area, covered walkways (shade and rain), landscaped grass area and trees.

C-Unit will allow for some separation by age or other needs as identified during classification. Realigned youth will also be assessed using the Positive Achievement Change Tool (PACT) as well as additional risk assessment tools as deemed appropriate. Historically, Mendocino County has committed male youth to the Department of Juvenile Justice at a very low rate and no record of a female commitment in the last 20 years. Based upon that data, female commitments would be better served in a setting where additional female youth can be housed and undertake the program together. Therefore, the County would contract with another county to provide the SYTF housing and treatment for the female population. To better serve realigned male youth and surround them with other like-gendered youth, Mendocino County would consider accepting commitments from other counties of similar size and demographics, if C-Unit becomes necessary. Mendocino County will not be accepting commitments for sex offenses or severe mental illness.

Security camera systems have been upgraded and added throughout the facility to ensure the safety of our youth, staff and community partners. Technology has been added to the C-Unit classroom to allow student access to post-secondary educational opportunities. C-Unit will also be painted with a splash of color and include upgraded furniture and fixtures to promote comfortable living and learning environments.

MCJH has re-purposed a previously closed classroom and created a Multi-Use Resource Room to offer youth access to community-based services, family engagement workshops and

an adequate space for group facilitation. The Multi-Use Resource Room upgrades included security camera installation, new technology to allow youth access to webinars and other online learning platforms, as well as furniture and cosmetic alterations.

Additional Safety Measures and Protections

Prison Rape Elimination Act: MCJH has a zero-tolerance policy for sexual harassment or abuse. Youth will have access to the Prison Rape Elimination Act (PREA) hotline. The Probation Department has a policy in place to investigate all sexually based accusations or complaints as serious, truthful, and time sensitive. PREA investigators include supervisory staff at all levels within the facility. At any time during an investigation, outside law enforcement agencies may be called to conduct a criminal investigation. Victim Advocates will be made available should they need to be utilized in any case. All information is considered confidential.

Transgender Youth: Policies are in place to protect transgender and intersex youth. Upon initial entry, youth will identify their preferences, which will help in determining housing, clothing, and supervision based on their gender identification.

Special Education: In cooperation with the Mendocino County Office of Education, youth will have access to continued education and services. Individual Education Plans (IEP) and Education Related Mental Health Service (ERMHS) are available for those youth who qualify. Schools also work in cooperation with behavioral health providers, medical staff, Redwood Coast Regional Center staff and Probation to individualize each youth's program to meet their specific needs.

Americans with Disabilities Act (ADA): The Department will ensure youth with disabilities have equal access to programs, education and activities by providing reasonable accommodations and auxiliary aides. The Supervising Youth Corrections Officers (SYCO) monitor accommodations for youth requiring additional assistance due to a disability. The SYCO's conduct quality control of the documentation in unit binders, follows up with staff to ensure accommodations are understood and being followed, serves as an ADA liaison with partnering agencies and evaluates ADA training needs for the facility. The SYCO will ensure youth accommodations are communicated during intake, initial assessment, school, and multidisciplinary team meetings. The SYCO's will work closely with the Mendocino County

Office of Education to ensure information regarding educational accommodations are received and documented.

Suicide Prevention: Probation is committed to deterring and preventing self-harm and suicide within its facilities. Policies are in place for the identification and supervision of youth identified as high-risk for this behavior. A youth's history, current state of mind, and potential for self-harm or suicidal ideation will be assessed. Youth deemed an immediate risk will be immediately assessed by behavioral health to determine programming needs and supervisory objectives. Youth may be placed on Suicide Watch or Special Watch depending on their needs. Programs can be changed at any time during their stay with behavioral health input and approval.

Youth Grievances: Each youth will have access to grievances and will be able to file a grievance at any time. A confidential grievance box is made available or youth may give them directly to an SYCO. Grievances are taken seriously, handled in a timely manner, and are reviewed by the Juvenile Hall Division Manager.

Youth Bill of Rights: Each youth will have access to the Youth Bill of Rights and will have the ability to contact and speak to the Ombudsperson confidentially. The information is posted on the living unit in both English and Spanish.

PART 7: RETAINING TARGET POPULATION

(WIC 1995 (d)(5))

Juvenile Justice System Retention Plan

Mendocino County Probation will not be recommending transfer of youth cases to the adult court system, with the exception of extreme cases of serious and/or violent offenses. Through the planning efforts and involvement of the District Attorney, Public Defender and Court representatives on the subcommittee, Mendocino County justice partners will be informed of the local alternative to DJJ and the programming options available as a satisfactory alternative to state-level commitment through the adult court system and confinement.

Additionally, during the initial assessments and case planning development, the Transition Plan Committee members will encourage youth to play a major role in their individualized plan. Their input and insight into their own goals along with the criminogenic needs identified will allow youth buy-in and pre-contemplation for change. Focusing on creating smaller SMART (Specific, Measurable, Attainable, Realistic, and Timely) goals within the larger and more overwhelming objectives will allow more opportunities to celebrate the wins. It will also provide the youth a sense of accomplishment and confidence to continue to work towards achieving their larger goals. While it is anticipated some youth will be resistant to change, the programming goals are designed to meet the youth where they are. Using appropriate interventions and support proven to be most effective will assist the youth in recognizing the benefits of change and investing in their personal growth.

The Transition Plan Committee will periodically review the youth's progress. The team will provide input for case planning, general oversight of case progress and will make recommendations to the Supervising Probation Officer and Juvenile Division Manager. If a transfer to the adult criminal justice system is recommended by the Transition Plan Committee, the case will be presented to the Assistant Chief Probation Officer or Chief Probation Officer for approval to ensure significant administrative oversight of the assessment, recommendation and decision, prior to filing a motion of transfer with the Juvenile Court.

PART 8: REGIONAL EFFORT

(WIC 1995 (d)(6))

Partnerships

Mendocino County Probation Department contracts with out-of-county Secure Youth Treatment Facilities specifically to house female commitments, sex offenders, and those with severe mental illness.

PART 9: DATA

(WIC 1995 (d)(7))

Data Collection

The Probation Department will identify specific data to be collected on youth served including, demographics, case information, prior case information and services provided (if applicable), in-custody programming, assessment information and post release recidivism rates. Data will be collected by a SYCO and compiled on a monthly basis utilizing the case management system. The Juvenile Hall Division Manager will oversee the collection of data on the target population youth served.

The Probation Department will also identify specific data to be collected on youth program participation including, program dosage and frequency, participation in MDTs, timeliness of service delivery, program completion, warm hand off and transition to community programming, and participation levels while reintegrating into the community. The Probation Department will collaborate with its community partners on collecting the identified data and will monitor monthly submissions. Service and program providers will use a unique identifier to easily and confidentially track data and outcome measures.

To date, Mendocino County has not had a youth housed at Mendocino County Juvenile Hall for SYTF programming. The two (2) youth committed to an SYTF were not eligible for housing at Mendocino County Juvenile Hall due to their need for intensive mental health treatment.

Outcome Measures

Data collection is an important aspect of program success and Mendocino County Probation is committed to having accurate and relevant data in order to measure what is working and what is not working. Outcome measures will include recidivism rates (new criminal arrests, convictions and/or supervision violations) and program completion rates (treatment program completions, educational accomplishments and vocational certifications). The pre and post assessment outcomes will be used as an additional measuring tool. Further, the youth's success in the community in maintaining their educational objectives, employment, housing, etc. will be reviewed by measuring the length in time in which they sustain stable and healthy life skills.

PART 10: PROGRESS REPORT

(WIC 1995 (d)(8))

Description of Progress

Mendocino County continues to work on facility improvements and adding to our educational, vocational, and programming opportunities in preparation for the possibility of potentially housing SYTF commitments at Mendocino County Juvenile Hall. To open C-Unit and house SYTF commitments, there would need to be at minimum three (3) to four (4) youth programming at once. This is a best practice for the youth housed so they are not isolated and socially limited. Until such time, the Mendocino County Probation Department will continue to look towards contracting with other programs with larger capacities to best fit the needs of our youth.



Mendocino County Board of Supervisors Agenda Summary

Item #: 4f)

To: BOARD OF SUPERVISORS

From: Probation

Meeting Date: April 22, 2025

Department Contact: Izen Locatelli

Phone: 707-234-6910

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of the Mendocino County Juvenile Justice Plan (MCJJP) Dated March 21, 2025, Representing Mendocino County's Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP); Approval of the Juvenile Justice Crime Prevention Act (JJCPA) Budget for Fiscal Year (FY) 2025-26; and Authorization for the Chief Probation Officer to Implement the JJCPA Budget
(Sponsor: Probation)

Recommended Action/Motion:

Accept the Mendocino County Juvenile Justice Plan (MCJJP) dated March 21, 2025, which represents Mendocino County's Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP); Approve the Juvenile Justice Crime Prevention Act (JJCPA) budget for Fiscal Year (FY) 2025-26; and authorize the Chief Probation Officer to implement the JJCPA budget.

Previous Board/Board Committee Actions:

March 11, 1997 through Resolution #97-037, created the Juvenile Justice Coordinating Council (JJCC); December 12, 2000, approved the CMJJP and initial application for funding; May 12, 2009 approved amended CMJJP; June 23, 2020 accepted the CMJJP dated March 2020, adopted the JJCC Bylaws, and approved the JJCPA budget for Fiscal Year 2020-21, May 4, 2021, accepted the CMJJP dated April 2021, and approved the JJCPA budget for Fiscal Year 2021-22; May 3, 2022, accepted the CMJJP dated April 2022, and approved the JJCPA budget for Fiscal Year 2022-23; April 25, 2023, accepted the CMJJP dated March 2023, and approved the JJCPA budget for Fiscal Year 2023-24; April 23, 2024, accepted the CMJJP dated March 2024, and approved the JJCPA budget for Fiscal Year 2024-25.

Summary of Request:

Under Welfare & Institutions Code 749.22, the Juvenile Justice Coordinating Council is responsible for developing a comprehensive, multi-agency juvenile justice plan aimed at decreasing crime and delinquency among at-risk youth. In 2000, the State of California established the Juvenile Justice Crime Prevention Act ("JJCPA Program"). The JJCPA Program was created by the Crime Prevention Act of 2000 to provide a more stable state funding source for implementing a Juvenile Justice Plan ("Plan") developed by the Council. The Council is required to review annually the Plan and make modifications as necessary.

In December 2019, the Probation Department engaged Racy Ming Associates, LLC to conduct a detailed evaluation of juvenile delinquency in our region and to develop an updated Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP). The updated Plan was reviewed and unanimously approved by the JJCC on

Item #: 4f)

March 27, 2020, and subsequently accepted by the Mendocino County Board of Supervisors on June 23, 2020.

On March 6, 2021, the JJCC met to complete the annual review of the CMJJP. The JJCC proposed the continuation of existing funded programs as well as the addition of a new program, Family Education Program. The Plan was unanimously approved by the JJCC with the agreed amendment. The Proposed JJCPA Budget for Fiscal Year 2021-22 for programming and services included in the CMJJP was also unanimously approved by the JJCC and subsequently accepted by the Mendocino County Board of Supervisors on May 4, 2021.

On March 25, 2022, the JJCC met to complete the annual review of the CMJJP. The JJCC proposed the continuation of existing funded programs as well as additional funding for the Foundations/Passages programs provided by the Mendocino County Youth Project (MCYP) in order to expand services to the youth of Mendocino County. The plan was unanimously approved by the JJCC with the agreed increase in program funding for MCYP programs. The Proposed JJCPA Budget for Fiscal Year 2022-23 for programming and services included in the CMJJP was also unanimously approved by the JJCC, and subsequently accepted by the Mendocino County Board of Supervisors on May 3, 2022.

On March 24, 2023, the JJCC met to complete the annual review of the CMJJP. The JJCC proposed the continuation of existing funded programs with a reduction in funds for the Foundations/Passages programs. Due to organizational changes at MCYP as well as identified needs by the JJCC, it was recommended to work with MCYP to develop a new prevention/intervention program, to include the continuation of the Foundations/Passages program at a different level of service focused on the current needs of the County. The plan was unanimously approved by the JJCC with the agreed changes. The Proposed JJCPA Budget for Fiscal Year 2023-24 for programming and services included in the CMJJP was also unanimously approved by the JJCC, and subsequently accepted by the Mendocino County Board of Supervisors on April 25, 2023.

On March 22, 2024, the JJCC met to complete the annual review of the CMJJP. The JJCC proposed the continuation of existing funded programs for GREAT and IMPACT, continuation of funding for MCYP for the revised Community Prevention and Intervention Services. The JJCC also agreed to the addition of funding for the Restorative Justice Youth Court in collaboration with Redwood Community Services, as the Proposition 64 grant funding for this program expired in October 2024. The JJCC also acknowledged the discontinuance of out-of-custody juvenile services previously provided by GEO Reentry Services. The CMJJP and the proposed JJCPA Budget for Fiscal Year 2024-25 for programming and services included in the CMJJP was unanimously approved by the JJCC, and subsequently accepted by the Mendocino County Board of Supervisors on April 23, 2024.

On March 21, 2025, the JJCC met to complete the annual review of the CMJJP. The JJCC proposed the continuation of existing funded programs for GREAT and IMPACT, continuation of funding for MCYP for the Community Prevention and Intervention Services, the Restorative Justice Youth Court in collaboration with Redwood Community Services, and the MCOE Snack Pack Program which was authorized by the JJCC during the September 2024 JJCC meeting. The CMJJP and the proposed JJCPA Budget for Fiscal Year 2025-26 for programming and services included in the CMJJP was unanimously approved by the JJCC.

Alternative Action/Motion:

Provide direction, return this matter to the Chief Probation Officer and Juvenile Justice Coordinating Council for development of additional options.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Item #: 4f)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: JJCPA

current f/y cost: \$430,328.04

budget clarification: 862189

annual recurring cost: TBD Annually

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

revenue agreement: No

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

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





Mendocino County FY 2025/2026 Juvenile Justice Consolidated Plan

**Approved by Juvenile Justice Coordinating Council
March 21, 2025**



Acronym Legend

ACE – Adverse Childhood Experiences
BHRS – Behavioral Health Recovery Services
BSCC – Board of State and Community Corrections
CASA – Court Appointed Special Advocates
CBO – Community-Based Organization
CFT – Child and Family Team
CVA – Coastal Valley Academy
DRAI – Detention Risk Assessment Instrument
E-SUP – Enterprise Supervision
GREAT – Gang Resistance Education and Training
ILT – Interagency Leadership Team
JJCC – Juvenile Justice Coordinating Council
JJCPA – Juvenile Justice Crime Prevention Act
JJDPCC – Juvenile Justice Delinquency Prevention Commission
MAGSU – Multi-Agency Gang Suppression Unit
MRT – Moral Recognition Therapy
MYCP – Mendocino County Youth Project
PACT – Positive Achievement Change Tool
PBIS – Positive Behavioral Interventions and Supports
RJYC – Restorative Justice Youth Court
SARB – School Attendance Review Board
SRO – School Resource Officer
SUDT – Substance Use Disorder Treatment
UUSD – Ukiah Unified School District
YOBG – Youthful Offender Block Grant

Part I. Service, Needs, Priorities & Strategy

(Government Code Section 30061(b)(4)(A))

A. Assessment of Existing Services

Include here an assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol, and youth services resources that specifically target at-risk juveniles, juvenile offenders, and their families.

In 2020, the Mendocino County Juvenile Justice Consolidated Plan was updated, and the report process involved a review of data associated with Mendocino County juvenile justice and demographics, along with stakeholder interviews. Interview invitations were extended to people associated with all of the agencies mandated under 749.22 WIC to comprise the Juvenile Justice Coordinating Council (JJCC) and the below agencies participated in the interviews. Those same agencies provided an updated assessment of services and needs in the FY 2023/2024 Juvenile Justice Consolidated Plan.

Mendocino County Probation Department

The Mendocino County Probation Department has three full-time Deputy Probation Officers and a Supervisor assigned to the Juvenile Unit. The Community Supervision Services Division Manager also provides oversight to the Juvenile Unit. Chief Probation Officer Izen Locatelli has been in his position for the past seven years which has created much needed stability in the organization as prior to his appointment, there had been eight different Chief Probation Officers in a span of thirteen years. The Mendocino County Juvenile Hall has a rated capacity of 42 beds but has been operating with a cap of 20 due to budget limitations and capacity trends.

The Probation Department provides both individual and family counseling, cognitive behavioral therapy and substance abuse services for youth detained at Juvenile Hall and for continuum of services upon release for youth supervised by the department. Probation utilizes the Detention Risk Assessment Instrument (DRAI) to determine the

most appropriate placement for youth after booking at Juvenile Hall. The DRAI determines whether a youth should be detained in a secure detention facility prior to their detention hearing, placed on supervised release (electronic monitoring), or released without any additional supervision. The department also uses the Positive Achievement Change Tool (PACT) to conduct actuarial risk/needs assessments of youth and to develop case plans designed to reduce recidivism, which includes identifying the youth's Adverse Childhood Experiences (ACE) score as well.

The department recognizes the county's limited resources as a concern for providing appropriate and consistent treatment services to youth and families. With so few programs and options to select from, historically the Mendocino County juvenile justice system is only able to respond to delinquency after it occurs, rather than being able to be in a position to prevent it before it happens. As result, Probation continues to work on developing new programs and partnerships with community stakeholders to strengthen prevention and intervention efforts.

Mendocino County Superior Court

In recent years, the Court identified some of the significant challenges Mendocino County faces in addressing the needs of juveniles in the dependency system who are at risk of or who have committed acts that bring them into the juvenile justice system as well.

To create a more coherent and coordinated approach to adjudicating these cases with the goal of identifying and meeting the needs of these youth to assist their successful transition to adulthood, Mendocino County created a Dual Jurisdiction protocol in July of 2023. This comprehensive plan is intended to improve communication between the Court, Probation, Family and Children's Services, and community service providers. It is also intended to provide guidance on which county department will assume the role of lead agency, with primary responsibility for monitoring and tracking the progress of individual minors. This multi-disciplinary approach to case management is expected to ensure that timely, evidence-based services and clinically effective strategies are provided with a more seamless system of service delivery among providers. This plan

was adopted and executed by the Court, Family and Children's Services and the Probation Department and is still considered in early implementation.

Mendocino is a large, rural county. Public transportation is inadequate. At certain times of the year, it is a challenge to traverse the northern regions of the county, even by private vehicle. Many small communities not located directly along the Highway 101 corridor have scant access to public transportation. As a result, complying with requirements such as treatment or court obligations can be hard for families. Poverty, a paucity of living wage jobs and a residential housing shortage are also barriers for many families. The prevalence of an underground economy based on marijuana cultivation attracts crime (often violent crime) and poses a risk to youth of becoming involved and/or exploited. In addition, extensive use of marijuana and other substances reduces the motivation by parents and/or youth to make necessary life changes. In addition to generational influences that often lead to inertia, post-secondary education is limited, even for distance-learning, due to inadequate broadband in outlying communities. These factors often exacerbate the challenges facing families. The effects of the Covid 19 pandemic on the public workforce cannot be overstated. Since the beginning of the pandemic, Mendocino's local workforce has been in flux. Many public employees decided to separate from employment earlier than originally intended as a direct result of the pandemic. Relatively low wages in the County have made recruiting to fill many positions, most critically in public safety and social services, extremely challenging. The adjacent county to the south, Sonoma County, pays its workforce significantly more than Mendocino for the exact same positions. As a result, employee retention is also an issue. Without enough trained deputies in law enforcement and probation and clinically trained staff in social services, mental health services and public health, early assessment of and intervention with families and juveniles rarely occurs. Law enforcement, probation and social services all too often respond to crisis-driven emergencies which may be too late to provide services to avoid trauma, and/or support and maintain the existing family structure. This frequently results in the initiation of dependency proceedings, removing children from the home and failing to address the trauma that can so often lead to minors failing to attend school and subsequently committing law violations.

Mendocino County Sheriff's Office

Sheriff Kendall is a Mendocino County native whose family has lived in the area since the 19th century, so he has strong ties to the community he serves. The Mendocino County Sheriff's Office has approximately 90 deputies on the force (47 serving in custody assignments and 43 on patrol). While they do not have deputies assigned to schools, the Sheriff's Office makes it a regular practice to make visits to local schools, and they create positive relationships with both youth and staff. Sheriff Kendall also has a good relationship with the Probation Department Chief and his Department. In terms of things that are working well in Mendocino County, the Sheriff's Office noted the schools have a wide variety of clubs, teams, and activities that can act as a diversion from gangs, drugs, and delinquency. The Alex Rorabaugh Recreation Center was also identified as an example of the positive programs available for youth in the area.

The Sheriff's Office would like to see more prevention type programs, both for youth and their parents so they have the information they need to stay out of the juvenile justice system. Law enforcement has concerns about how many young people are unsupervised and without much parental guidance leaving these youth vulnerable to gangs who can act as surrogate families. The Sheriff's Office would like to see programming that reaches students in the 4th, 5th and 6th grades to talk about drugs as drug use is a contributor to the increased incidence of mental illness among youth. Further, drug programming efforts are needed to address the attitude that marijuana is harmless and to education on the fact drugs are stronger than they have been in the past, both more lethal and more addictive. Finally, the Sheriff's Office would like to see that any investments in juvenile justice programming be assessed to be sure they are effective in actually reducing juvenile crime.

Ukiah Police Department

The Ukiah Police Department has a police force of approximately 30 sworn officers, one of which is assigned as a School Resource Officer (SRO). The SRO assists with juvenile issues at over eight (8) local schools in the immediate area. There is gang activity within our jurisdiction as well as in other parts of the County. The SRO assists Mendocino County Probation with the teaching of the GREAT (Gang Resistance Education and Training). Our department also supports MAGSU (Multi-Agency Gang

Suppression Unit). The Ukiah Police Department has seen an increase in illegal firearms being recovered, some being “ghost guns” in possession of juveniles. The major issues for our jurisdiction related to delinquency are truancy, vandalism, use of drugs and alcohol, and marijuana related crimes. Our department would like to see more options available to curtail truancy, which often leads to a path of negative behavior. The Ukiah Police Department sees value in having access to both a local and secure facility to ensure public safety in incidents such as these.

The Ukiah Police Department would like to see more efforts to combat juvenile on-line bullying as well as continued efforts to help those who are experiencing mental health concerns. We desire preventative methods to assist juveniles and their families with mental health treatment and substance abuse prevention. It should be noted that there continues to be an increased use of fentanyl and other narcotics within the County. The combination of gang activity, mental health diagnoses and a higher than usual consumption of drugs and alcohol is of great concern to all system stakeholders interested in reducing the impact of juvenile delinquency.

Mendocino County Public Defender

The Public Defender’s Office has one Deputy Public Defender assigned to Juvenile. The county’s strong sense of collaboration is a recognized strength for the Mendocino County juvenile justice system. The Public Defender’s office feels the team of Deputy Probation Officers are very dedicated and that Chief Locatelli is an excellent collaborator and problem solver who is open to discussing anything. The Public Defender’s Office feels that the Probation Department, Public Defender and District Attorney staff all work well together.

In term of supports necessary to help youth in their system, the Public Defender’s Office would like to see a continuum of services that helps to connect young people from their time in custody back into the community. There is a need for a position that would act as a social worker for youth in the community, eliminating barriers to receiving services such as transportation and lack of follow-through. There has been an increase in violence connected to gangs, which is believed to be in part due to youth not having pro-social activities as alternatives. Programs like athletics, martial arts, or

ones that connect youth to working with animals, or classes at a community college; anything that might give youth a different perspective would be beneficial. However, staff from those programs need to have local connections and they must be people who youth can connect with in order to be effective. Additionally, there is a need for counseling services to be trauma-informed. The Public Defender's Office would like to see more local intermediate services, i.e., when the juveniles are released from custody and are either pending cases or have been sentenced, for mental health, drug and alcohol programs, and the like. As it currently stands, the county has no options but to send the juveniles out of county when they cannot be safely returned home and they need such services. Other counties have ranches and camps and ours has nothing similar.

Mendocino County District Attorney

The District Attorney's Office has one Deputy District Attorney assigned to Juvenile Court. The District Attorney's Office believes their Juvenile Court has the right focus towards the rehabilitation of the youth who come before it and that all of the parties involved work well together. There is plenty of communication between Probation, Public Defender, the Court, and their office and this helps to facilitate positive outcomes. The Court is consistent in that they do not often see vastly different dispositions for youth with similar circumstances. Finally, the District Attorney's Office commended the Court for being diligent in following the necessary rules and procedures under juvenile law.

The District Attorney's Office sees the lack of available and accessible services as being a challenge for their juvenile justice system. Even when a necessary treatment service is available, it can be difficult to access for a family that lives far away from where it is offered. For example, Fort Bragg is a remote location that does not have access to all of the services that a child living in the inland section of Mendocino County would have. There is also a need for more services being available for youth who are testing positive for serious drugs such as methamphetamine.

Mendocino County Behavioral Health

Dr. Jenine Miller oversees the mental health and substance use services in Mendocino County. BHRS provides Substance Use Disorder Treatment (SUDT) counseling services and mental health services to youth in Juvenile Hall.

BHRS provides support and services for the people of Mendocino County whose lives are affected by serious mental illness and substance use. BHRS strives to:

- Deliver services in a respectful, responsive, and efficient manner with sensitivity to cultural diversity;
- Educate ourselves, individuals, families and the community about mental health, substance use, and the hopeful possibilities of treatment and recovery;
- Offer a culturally competent, gender responsive, trauma informed system of care for adults and adolescents while striving to meet linguistic challenges; and
- Utilize holistic, person-centered recovery; promote healthy behaviors through prevention and treatment strategies.

BHRS SUDT programs assist participants who have substance use disorders to create and maintain a healthy, balanced lifestyle, free of alcohol and other drug abuse. SUDT also focuses on co-occurring diagnoses. Services are also available to all youth needing or wanting services within Mendocino County. In order to assist participants to make positive changes in their lives, staff utilize evidence-based curricula.

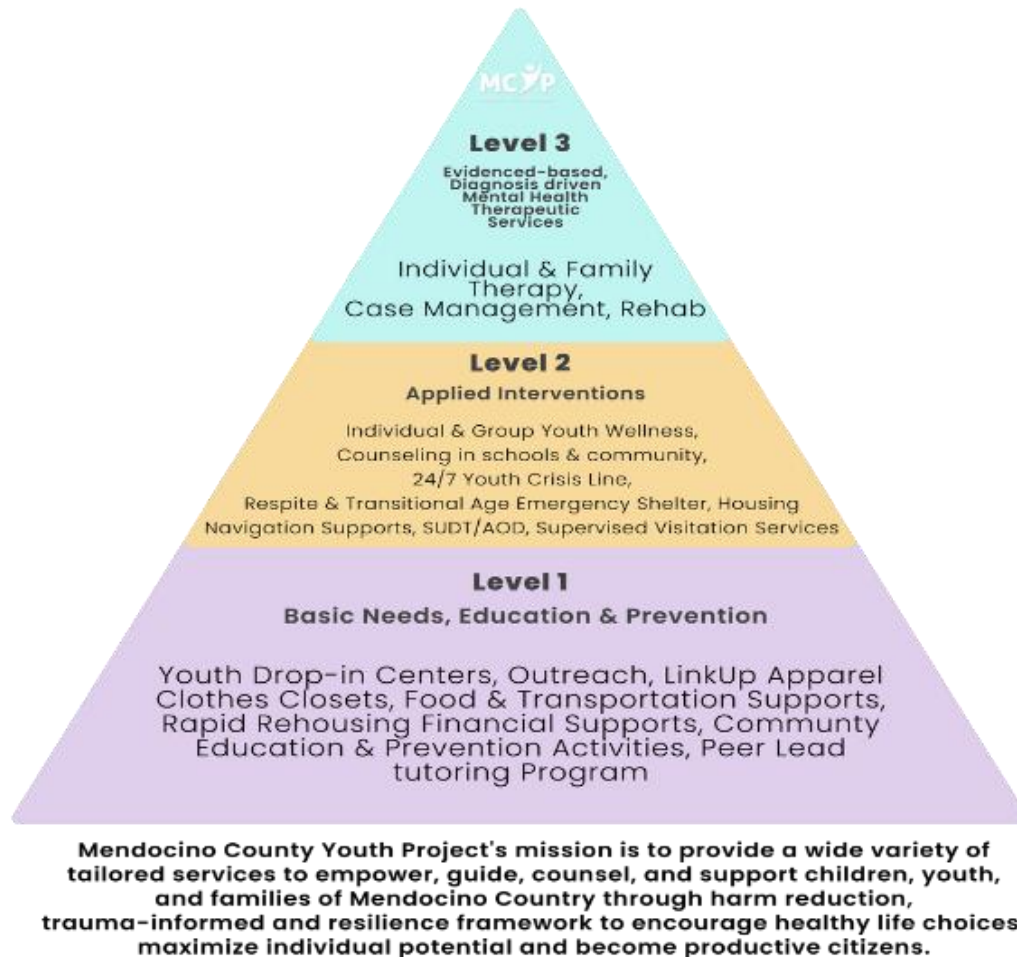
BHRS is also focused on community outreach and education on suicidal ideation, fentanyl, methamphetamine, bullying, overdose prevention, Narcan distribution, substance use awareness, mental health awareness, and reduction of stigma and discrimination.

Mendocino County Youth Project (MCYP)

MCYP has been serving the community since 1974, originally as a program to address the needs of youth in the juvenile probation system. Today, it operates as a Joint Powers Agency comprised of Mendocino County School Districts, city government and Mendocino County Probation and Juvenile Hall. MCYP is a Certified Trauma Informed Agency, providing a range of services using a Public Health Model of titrated care, based on individuals' unique needs and goals with the mission to empower, guide, and counsel children, youth, and families. The agency is funded through local contracts,

Medi-Cal, and grant funding at the local, state, and federal levels. Among the services they provide are the following:

MENDOCINO COUNTY YOUTH PROJECT'S PUBLIC HEALTH MODEL – SYSTEM OF CARE



In addition to the already high level of trauma and risk factors as evidenced by the higher-than-normal ACE scores experienced by residents of Mendocino County, the ramifications of COVID-19 include the loss of people close to youth due to complications of COVID-19 and increased incidences of suicide and substance use/overdose; particularly due to the crisis level use of opioids, fentanyl and benzodiazepines. The inability to access supportive services (Social Services, Community Based organizations, etc.) and the closure of schools increased social isolation and has prevented the ability to identify children and families experiencing or at risk of child abuse, neglect and other victimization types. The remote areas of the county experience some of the highest rates of isolation. Loss of income in combination

with an already housing crisis has led to higher rates of homelessness, couch surfing, and doubling up. As we moved to re-opening, we saw increased rates of academic challenges, substance use, violence, and high acuity mental health challenges as well as extreme dysfunction and emotional overwhelm within family systems including those who previously functioned at higher levels with more protective factors. In addition to higher level needs than ever, the county is experiencing extreme shortages of Mental health providers, and human service professionals, impacting the education system, juvenile justice, and the community.

MCYP would like to see an increased county-wide effort of creative solutions to attract mental health providers to the community as well as efficient use of available human services through the public health model; to ensure that the level of support is adequate and in alignment with the level of support needed for the individual to improve their well-being and to ensure that our counties capacity to provide high-level services is utilized as efficiently as possible, despite the crisis level shortage of Mental Health Professionals. MCYP supports an increase in focus on prevention and early intervention services to decrease instances of juvenile offenses and a robust continuum of care, especially in this time of Therapeutic Service provider scarcity, in which both Mental health and para-professional support within the Juvenile Justice System of Care, is available to youth in Juvenile Hall while detained, and that as youth exit the system of care, para-professional services such as case management and success coaching is provided to support their reintegration into the community including navigation of the probation requirements, and support to address family system challenges. Through this tiered system of support, access to supportive services is based on individuals' needs to ensure services needed are available with the goal to decrease instances of repeat offenses and increase functioning and well-being.

Court Appointed Special Advocates (CASA)

CASA is a nation-wide, volunteer-led effort to provide support to youth in both the dependency and delinquency system. Volunteers undergo extensive training, take oath in the Juvenile Courts, assigned to a youth through the Courts and work with their assigned youth as an advocate and often also appointed as the Educational Rights Holder/Developmental Holder for that youth. Mendocino County's CASA agency has a

long history of collaborating with the Probation Department. CASA advocates recall when the Juvenile Hall facility was able to provide a full continuum of services for youth who were detained there. They would like to see a return to that level of support for youth. CASA also feels the lack of willingness to seriously respond to the delinquent behavior of youth from the dependency system as a major issue for their community. They believe that the lack of accountability sends a poor message to especially the offending youth. CASA is also concerned about the lack of experience of some Probation Department staff who work with youth. When asked about the strengths of the system, they both referenced how the community responded to calls to close Mendocino County's Juvenile Hall facility. The County had seriously considered this option until community members appeared at meetings to object. This is just one example of the level of community concern and support for our Juvenile Justice system.

Juvenile Justice Delinquency Prevention Commission (JJDP)

The JJDP is state-mandated by legislation in California's Welfare and Institutions Code, and a JJDP exists in every county of California. The role of the JJDP includes the following:

- Oversee juvenile justice facilities in the county to ensure that juveniles residing at any county institution or publicly operated juvenile institution are treated fairly and are living in conditions that are safe and clean, and provide healthy food, support, and encouragement (this function of the Commission requires yearly inspections of such facilities)
- Support and encourage individuals, organizations, and institutions that further the work of providing effective, evidence-based practices to help youth stay out of the juvenile justice system
- Encourage coordination and integration of services where possible
- Enhance opportunities for youth success at school and in the community

In March of 2024, the Mendocino County Superior Court and Mendocino County Board of Supervisors concluded their collaborative efforts to transition the JJDP to the Superior Court for administration and recruitment of the commissioners/committee.

The JJDP continues to be interested in finding means and ways to encourage our community to understand the outcomes and effects of trauma on children and youth, and to implement programming that is pro-social and brings together the human service community families, schools and youth. Such efforts may be developing then

mounting a public campaign to raise awareness about the needs of youth in our community prior to involvement as well as those in the juvenile justice system in the hopes of having more community members pitch in to provide support.

The JJDPC worked with CASA and other organizations to bring about an online resource tool, 24/7Help, which will put the youth and family resources in this County on-line for quick self-help and referrals. Commissioners have met with law enforcement representatives to share this concept and gain what first responders could use when they are out in the field.

Mendocino County Social Services

Director of Social Services DeNeese Parker oversees the County's Social Services Department which includes child welfare, employment and family assistance, and adult and aging services. Social Services appreciates Chief Locatelli's willingness to partner with their department and believes the cohesive way their departments work together will benefit youth and families. Social Services acknowledged the Probation Department for its efforts to provide rehabilitative services and support to youth and families. The Department's efforts in education were also commended, citing their efforts in the school which allows students to earn credits quickly and with the School Attendance Review Board (SARB). The Juvenile Hall facility is an excellent resource for a rural county; families living in other jurisdictions that do not have their own juvenile hall face barriers to visiting their children once they are detained and Social Services appreciates Chief Locatelli's efforts to maintain family connections with youth.

In terms of gaps, Social Services would like to see more resources allocated to both prevention and treatment services. Early interventions are key to shifting the way we structure resources to meet the needs of families and youth in our community. Additionally, more collaboration between all partners is needed to address the complex needs of youth and an expansion of response options including our tribal partners.

Ukiah Unified School District

Mr. Iversen expressed his appreciation for the efforts of both the Ukiah Police and Mendocino County Probation Departments to hire compassionate staff, some of whom have local ties. He said their ability to create relationships with young people has been

critical in reducing delinquency. He reflected on one serious incident of violent crime that local law enforcement solved due to a young person's trusting relationship with an officer. Mr. Iversen also feels optimistic about the new cadre of agency leaders who are bright and committed.

Regarding the needs of Mendocino County's juvenile justice system, Ukiah Unified School District (UUSD) would like to see efforts made to deal with gangs, truancy, and drug use. Although gang activity is not as intense as it had been some 20 years ago, it is still concerning and UUSD believes intervening to stop young people from being involved is important. They credit the many youth enrichment and activity programs in the community and at UUSD and the "Gang Resistance Education and Training (G.R.E.A.T.)" program for the progress. UUSD is extremely thankful for the support that Ukiah Police Department and Juvenile Probation provide with the GREAT Program. Juvenile Probation has become the major sponsor of the program and Ukiah Unified is truly grateful for their help.

UUSD also feels that truancy significantly contributes to young people's delinquency, and they would like to see more efforts made to combat truancy. Once a child stops going to school, getting them back on track is very difficult.

UUSD believes addressing drug use in Mendocino County is also important. This problem is particularly challenging in a rural county where the harvesting of marijuana is so common. The belief espoused by some that marijuana use is not a significant problem for young people is also concerning. One by-product of the marijuana culture that exists in their community is that the use of methamphetamine increases during the trimming season to boost a worker's capacity to harvest the plants. This is just one example of how pernicious the marijuana issue can be for Mendocino County youth.

Finally, the prevalence of fentanyl in our community and the accessibility of drugs and alcohol through the internet and social media platforms are also pressing concerns that warrant further discussion. Mendocino County students are already struggling to meet their basic needs, including access to food, housing, and stable social support.

However, by addressing issues such as gang activity, truancy, and drug use, UUSD believes we can provide our children with the necessary resources to thrive.

Describe what approach will be used to facilitate collaboration among the organizations listed above and support the integration of services.

Mendocino County has a history of collaborating with stakeholders across youth and family services, education, therapeutic, and rehabilitative platforms in conjunction with youth advocates, attorneys, law enforcement agencies and the dependency and juvenile justice courts. Examples include stakeholder participation in Child and Family Team (CFT) meetings, Transition Plan Committee meetings, and Student Attendance Review Board (SARB) hearings.

Further, in April of 2021, Mendocino County finalized a Memorandum of Understanding establishing the Interagency Leadership Team (ILT) pursuant to the requirements of AB 2083. The mission includes an awareness of and a commitment to incorporate the foster youth experience and voice into county level collaborations and partnerships that manage or oversee the delivery of services.

Additionally, in May of 2023, Mendocino County became a dual jurisdiction county, allowing youth who have petitions in both the dependency and juvenile justice courts to be declared a dual status youth, the benefits of receiving simultaneous services and case management efforts from both the Probation Department and Family and Children Services.

B. Identifying and Prioritizing Focus Areas

Identify and prioritize the neighborhoods, schools, and other areas of the county that face the most significant public safety risk from juvenile crime.

Mendocino County's juvenile justice system faces a significant challenge in addressing the needs of those youth and families who are referred in a time of minimal resources. Significant issues such as gang involvement, drug and alcohol abuse, and mental illness afflict certain areas of Mendocino County. Although the primary communities where juvenile delinquency is most concentrated are in Ukiah, Fort Bragg and Willits, there are issues throughout the region. While the total number of juvenile offenders has been reduced considerably since this grant funding became available, the complexity, severity, and need for services of many of them have all increased.

C. Juvenile Justice Action Strategy

Describe your county's juvenile justice action strategy. Include an explanation of your county's continuum of responses to juvenile crime and delinquency as well a description of the approach used to ensure a collaborative and integrated approach for implementing a system of swift, certain, and graduated responses for at-risk youth and juvenile offenders.

The primary issues facing the Mendocino County juvenile justice system are increases in violent crime, disproportionally committed by gang-involved Latino youth, mental health diagnoses and use of drugs and alcohol. In order to address them, the Probation Department has adopted a strategy that emphasizes the following:

- Increase capacity of the juvenile justice system to be able to respond to violation with a range of sanctions
- Provide a range of services available to address gang activity
- Provide a continuum of treatment services, including trauma-informed approaches, to addressing issues such as mental illness and drug and alcohol use, in the community and restrict the referral of children outside of the County for treatment services to the bare minimum possible

The use of graduated sanctions is a best practice in juvenile corrections, and it assumes a continuum of options is available to respond to incidents of delinquency. It holds that, for example, secure detention is not always the best recourse, particularly for first-time offenders at low risk of re-offending and whose behavior does not represent a threat to public safety. Indeed, detaining such youth in a secure facility with more sophisticated, higher-risk peers, can actually increase the likelihood of recidivism. In addition, not all sanctions must be a form of punishment; it may make sense to use a referral for treatment services as a response to a violation of some kind in lieu of detention. Consequences are necessary for a given violation, but that consequence does not necessarily have to be a punishment. Mendocino County shall ensure that alternatives are available when responding to a child's delinquency and that the response is proportional and appropriate for a given behavior.

Gang activity in Mendocino County is sufficiently concerning that it requires the coordination of a variety of agencies and disciplines to address. The underlying causes for a child to consider participating in a gang are complex and variable; a system's response has to be multi-disciplinary in order to be successful. Activities must be performed at both the prevention and suppression ends of the spectrum. Mendocino County has a "Multi-Agency Gang Suppression Unit (MAGSU)" which is a collaborative effort of law enforcement agencies that respond to criminal behavior deemed to be gang related. The County shall also provide prevention services to reduce the number of youth who are interested in becoming gang involved.

Mendocino County provides a continuum of services through the Probation Department, County Behavioral and Recovery Services Department, and community-based providers, including but not limited to:

- Traffic and Diversion Hearings
- Restorative Justice Youth Court
- Youth Success Coaching
- Life Skills Training
- Positive Parenting Program
- Wellness Recovery Action Plan
- Substance Use Disorder Treatment
- Anger Management

-
- Cognitive Behavioral Therapy
 - IMPACT
 - San Luis Obispo Coastal Valley Academy

D. Comprehensive Plan Revisions

Describe how your Plan has been updated for this year.

Mendocino County updated the plan this year to include a full fiscal year of funding the Restorative Justice Youth Court. This program originally started as a pilot program through the awarded BSCC Proposition 64 Public Health and Safety Grant Cohort 2. The grant expired in October of 2024 and the remaining FY 2024/2025 programming was funded through the Juvenile Justice Consolidated Plan, maintaining the diversion option for our youth.

Additionally, Mendocino County Probation Department has partnered with the Mendocino County Office of Education on their Snack Pack Program. A program providing homeless students food packs containing non-perishable goods for the weekend.

If your Plan has not been updated this year, explain why no changes to your plan are necessary.

Not applicable.

Part II. Juvenile Justice Crime Prevention Act (JJCPA)

(Government Code Section 30061(b)(4))

A. Information Sharing and Data

Describe your information systems and their ability to facilitate the sharing of data across agencies withing your county. Describe the data obtained through these systems and how those data are used to measure the success of juvenile justice programs and strategies.

Mendocino County Probation currently utilizes Justware a Journal Technologies case management system; however, the department is in the midst of transitioning over to Enterprise Supervision (E-SUP) a Tyler Technologies case management system. The new case management system is schedule to go-live on March 31, 2025. Transitioning case management systems will provide improved features for data collection currently not an option with Justware. The new E-SUP platform will have the capability of interfacing with Mendocino County Superior Court Odyssey case management system and the Mendocino County District Attorney's Office Karpel case management system.

Additionally, E-SUP will interface with Noble Software Group which Mendocino County Probation uses for a suite of assessment tools in juvenile including, the Detention Risk Assessment (DRAI) and the Positive Achievement Change Tool (PACT). There will also be a portal between E-SUP and service providers for referrals, progress reports and programming communication and outcomes.

B. Juvenile Justice Coordinating Councils

Does your county have a fully constituted Juvenile Justice Coordinating Council (JJCC) as prescribed by Welfare & Institutions Code 749.22?

Yes.

If no, please list the current vacancies that exist on your JJCC, when those vacancies occurred, and your plan for filling them.

Not applicable.

C. Funded Programs, Strategies and/or System Enhancements

Describe each program, strategy and/or system enhancement that will be supported with the funding from JJCPA, identifying anything that is co-funded with Youthful Offender Block (YOBG) funding.

Program Name: Youth IMPACT

Evidence Upon Which It is Based:

This program incorporates Moral Reconciliation Therapy (MRT) a manualized, cognitive-behavioral intervention for reducing risk for criminal recidivism by targeting criminogenic needs; in particular, reducing criminal thinking and criminal associations.

Description:

Youth Impact is a diversion program managed by the Probation Department that seeks to provide youth with an opportunity to consider their behavior and choices, to learn to set and achieve goals and to promote positive development. In addition to those components, there is a physical conditioning element of the program. In addition, Youth Impact participants will also take part in the MRT curriculum as part of their completing the program.

Program Name: Gang Resistance Education and Training (GREAT)

Evidence Upon Which It is Based:

Gang Resistance Education and Training (GREAT) is an evidence-based and effective gang and violence prevention program built around school-based, law enforcement officer-instructed classroom curricula.

Description:

The Program is intended as an immunization against delinquency, youth violence, and gang membership for children in the years immediately before the prime ages for introduction into gangs and delinquent behavior. Deputy Probation Officers, whom are certified GREAT instructors, teach the program curriculum at elementary and middle schools throughout the county in partnership with the Ukiah Police Department. Upon completion of the program, students participate in a graduation ceremony and receive a certificate of program completion.

Program Name: Restorative Justice Youth Court

Evidence Upon Which It is Based:

The Restorative Justice Youth Court (RJYC) is a strength-based, youth driven diversion program.

Description:

Restorative Justice Youth Court gives youth cited for delinquent or criminal behavior, an opportunity to be tried by a jury of their peers and take accountability for their actions, repair relationships, engage with their communities in meaningful ways and provides an alternative to juvenile justice court.

Program Name: Snack Pack Program

Evidence Upon Which It is Based:

Evidence suggests that student food programs positively impact student health, academic performance, and overall well-being, especially for vulnerable populations.

Description:

This funding aids in providing homeless students food packs containing non-perishable goods for the weekend. Many Mendocino County students qualify for free and reduced lunches over the course of the school year, yet many of those same students may not be getting regular meals on the weekends or over vacations. This program allows students to take home a “Snack Pack” to ensure they are fed over the weekend, and are returning to school Monday morning, ready to learn.

Part III. Youthful Offender Block Grant (YOBG)

(Welfare & Institutions Code Section 1961(a))

A. Strategy for Non-707(b) Offenders

Describe your county’s overall strategy for dealing with non-707(b) youthful offenders who are not eligible for commitment to the Division of Juvenile Justice. Explain how this Plan relates to or supports that strategy.

Mendocino County’s strategy for non 707(b) offenders is to continue to assess, identify gaps and provide a range of treatment services and sanctions to address youth individual needs.

B. Regional Agreements

Describe any regional agreements or arrangements to be supported with YOBG funds.

Mendocino County currently has an agreement with San Luis Obispo County Coastal Valley Academy (CVA).

C. Funded Programs, Strategies and/or System Enhancements

Describe the programs, placements, services, strategies, and system enhancements to be funded through the YOBG program. Explain how they complement or coordinate

with the programs, strategies, and system enhancements to be funded through the JJCPA program.

Program Name: Juvenile Hall Mental Health Clinician

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

This funding supports a .20 FTE Mental Health Counselor for residents of Juvenile Hall. The counselor provides crisis intervention assessments, counseling and case management to help change negative behaviors, and in turn, to not re-offend. These services are provided via a contract with a community-based organization (CBO), Mendocino County Youth Project (MCYP). This funding also supports a .50 FTE Mental Health Clinician for residents of Juvenile Hall. The mental health treatment services are provided by Mendocino County Behavioral Health Recovery Services. The Mental Health Clinician and MCYP staff collaborate on the development of youth treatment plans.

Program Name: Peaceful Warrior Project

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

The Peaceful Warrior Aikido program will work with youth referred from the juvenile justice system who are in need of a pro-social activity. This program has experience working with youth who have experienced trauma and will provide them with coping skills to navigate challenges.

Program Name: Electronic Monitoring

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

The Probation Department will use Electronic Monitoring as an evidence-based graduated sanction and/or detention alternative for a carefully selected group of youth identified by our evidence-based assessment tool as either: (1) high-risk-to-re-offend; (b) moderate-risk-to-re-offend; and (c) placement risk. The program will allow for the youth's placement in their home, if appropriate, or placement with a family member or foster home within their community. Thus, placement disruption will be minimal, and continuity of care can be maintained. It will also be used as a court-ordered release condition.

Program Name: Positive Achievement Change Tool (PACT)

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

The Probation Department implemented the PACT assessment in 2009-10. An assessment is completed at disposition for all probationers. During the first year of using the PACT, it became apparent that data collection and data entry related to the assessment is very time consuming and the Probation Officers were spending many hours on these tasks that would otherwise have been spent delivering direct services to juvenile probationers. This funding will be used to fund one .25 FTE Legal Secretary to assist with data collection, data entry, case plans, and other clerical assistance related to the assessment process, cost of Deputy Probation Officers to perform risk assessments, our annual license fee, support and training costs for the PACT assessment tool.

Program Name: The Council for Boys and Young Men

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

Staff are trained to deliver The Council, a group model focused on promoting boys' safe and healthy development through pre-teen and adolescent years. The model is a strengths-based approach that is informed by adolescent brain development, trauma responsive and restorative practices, masculinity research, rites of passages, and Relational-Cultural theory. The curriculum utilized validated, evidence-based approaches including motivational interviewing, gender norms transformative strategies, resiliency and assets development, and culturally responsive approaches.

Program Name: Interactive Journaling

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

This is an evidence-based practice that assists young people in the process of making lasting and positive changes in their lives. The Change Companies' program utilizes motivational interviewing, structured expressive writing and cognitive behavioral therapy in its approach.

Program Name: GEO Reentry Services

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

GEO Reentry Services facilitates groups in Juvenile Hall utilizing the Change Companies Forward Thinking interactive workbooks, such as *What Got Me Here?* and *Handling Difficult Feelings*.

Program Name: Juvenile Hall Garden Project

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

The project aims to introduce youth to sustainable and organic gardening practices that can be used to grow food in backyards. Some produce is used to provide nutritional workshops to youth increasing their understanding of nutrition, how it affects the body and making health food choices. The garden will be a welcoming space that encourages youth to not just sow the seeds of herbs and vegetables, but to sow the seeds of community and giving. The project helps youth to develop pro-social skills, self-esteem, and give them a feeling of community spirit.

Program Name: LexisNexis Risk Solutions

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

Probation utilizes Accurint® for Law Enforcement through LexisNexis a comprehensive database of public records that expedites the identification of family members. The instant access reduces the time to locate relatives and allows for quicker placement of youth.

Program Name: San Luis Obispo Coastal Valley Academy (CVA)

Nature of Coordination with JJCPA:

This program works in conjunction with our JJCPA programming as a consolidated approach in addressing Mendocino County's action strategies.

Description:

Coastal Valley Academy (CVA) is a custody commitment camp program located at San Luis Obispo Juvenile Hall for 14–17-year-old male and female youth who are moderate to high risk and in need of residential treatment. The camp program is completely separated in programming from the juvenile hall detained youth. Youth receive intensive case management, treatment, and educational services through collaboration with a local treatment provider, Family Care Network, and the County Office of Education. CVA staff are trained in Comprehensive and Substance Abuse curriculums designed by the University of Cincinnati and Positive Behavioral Interventions and Supports (PBIS). Groups are facilitated by both treatment staff and CVA Probation Officers. Youth participate in pro social activities, including off-site activities, community service projects, and home passes.

MENDOCINO COUNTY JUVENILE JUSTICE CONSOLIDATED PLAN

APRIL 22, 2025

JUVENILE JUSTICE COORDINATING COUNCIL (JJCC) & JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)

- JJCC is responsible for developing a comprehensive, multi-agency juvenile justice plan
 - Welfare & Institutions Code 749.22 - Purpose is to identify the resources and strategies for the prevention, intervention, supervision, treatment, and incarceration of juvenile offenders
- JJCPA Program created by the Crime Prevention Act of 2000 to provide a more stable state funding source for implementing the Juvenile Justice Plan developed by the JJCC
 - Government Code 30061(b)(4) – The comprehensive, multi-agency juvenile justice plan is reviewed and updated annually by the JJCC

JUVENILE JUSTICE COORDINATING COUNCIL (JJCC)

- Chief Probation Officer (Chair)
- Individuals Representing the following agencies:
 - Sheriff
 - District Attorney
 - Public Defender
 - City Police Department (UPD)
 - County Office of Education/School District (MCOE & UUSD)
 - Social Services
 - Mental Health
 - Superior Court
 - Community-based Drug and Alcohol Treatment Provider (MCYP)
 - Board of Supervisors
 - Non-profit agency providing services to youth (CASA)
 - At-large community member (JJDPCC)

JUVENILE JUSTICE COORDINATING COUNCIL (JJCC)

- The JJCC meets a minimum of twice per year
 - March – Annual review of Juvenile Justice Consolidated Plan
 - Annual plan submission to the Office of Youth and Community Restoration due May 1st
 - September – Review of annual fiscal and performance report
 - Annual report of expenditures and performance information submission to the Office of Youth and Community Restoration due October 1st
 - Additional meetings may be scheduled as necessary

JUVENILE JUSTICE COORDINATING COUNCIL (JJCC)

- The JJCC met on March 21, 2025
 - In-person meeting held at MCOE Birch Lab I in Ukiah
 - Meeting attendance via Zoom was also provided
 - Reviewed the Juvenile Justice Consolidated Plan
 - Agreed on the continuation of existing funded programs
 - IMPACT, GREAT, MCYP Prevention/Intervention Services, Restorative Youth Court, and MCOE Snack Pack Program
 - Juvenile Justice Consolidated Plan unanimously approved by the JJCC

<u>Proposed JJCPA Budget 2025-26</u>	
<u>BSCC Estimated 2025-26* Allocation =</u>	\$411,966
<u>Salaries/Benefits/Services/Supplies</u>	
.10 FTE DPO III - IMPACT Coordinator	\$ 17,829
.20 FTE DPO II - GREAT Facilitation	\$ 26,683
.25 FTE DPO II - IMPACT Facilitation	\$ 33,353
GREAT Program Supply Costs	\$ 8,000
IMPACT Program Supply Costs	\$ 1,000
GREAT Program Recognition	\$ 3,000
GREAT Program Certification Costs	\$ 2,500
IMPACT Program Recognition	\$ 3,000
MCOE Homesless Youth Services Snack Pack Program	\$ 50,000
Services & Supplies	\$ 7,786
Administrative Overhead @ 5%	\$ 20,121
TOTAL SALARIES/BENEFITS/SERVICES/SUPPLIES	\$ 173,272
<u>Professional Services</u>	
- RCS Restorative Justice Youth Court	\$ 167,056
- MCYP: Community Prevention & Intervention Services	\$ 90,000
TOTAL PROFESSIONAL SERVICES	\$ 257,056
TOTAL EXPENDITURES	\$ 430,328
* Includes base allocation of \$245,9880 and growth funds of \$134,000	
<u>JJCPA FUND BALANCE SUMMARY</u>	
Projected Fund Balance 6/30/25	\$ 1,079,012
Estimated Revenue FY25-26	\$ 411,966
Estimated Interest	\$ 1,000
Estimated Expenditures (BU 2560)	\$ (430,328)
Projected Fund Balance 6/30/26	\$ 1,061,650



Mendocino County Board of Supervisors Agenda Summary

Item #: 4g)

To: BOARD OF SUPERVISORS

From: Probation

Meeting Date: April 22, 2025

Department Contact: Izen Locatelli

Phone: 707-234-6910

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

Discussion and Possible Action Including Approval of the Recommended Community Corrections Partnership (CCP) Budget for Fiscal Year (FY) 2025-26 in the Amount of \$8,636,026, Excluding Growth Funds; Authorization for the Chief Probation Officer to Update the Approved Budget by the Amount of Growth Funds Received, if any, Less Mandated Allocation to the Local Innovation Subaccount, by Designating the Funds as Contingency or Reserve; and Authorization for the Chief Probation Officer to Implement the CCP Budget (Sponsor: Probation)

Recommended Action/Motion:

Approve the recommended Community Corrections Partnership (CCP) Budget for Fiscal Year (FY) 2025-26 in the amount of \$8,636,026, excluding growth funds; authorize the Chief Probation Officer to update the approved budget by the amount of Growth Funds received, if any, less mandated allocation to the Local Innovation Subaccount, by designating the funds as Contingency or Reserve; and authorize the Chief Probation Officer to implement the CCP Budget.

Previous Board/Board Committee Actions:

On September 27, 2011, the Board of Supervisors approved the Community Corrections Partnership (CCP) Preliminary Plan for the implementation of AB 109 Criminal Justice Realignment. On November 15, 2011, the Board of Supervisors approved the FY 2011-12 CCP AB 109 recommended budget. The Board of Supervisors annually approves the CCP recommended budget; this occurred most recently on April 23, 2024.

Summary of Request:

The Public Safety Realignment Act (AB 109) was signed by Governor Jerry Brown on April 4, 2011. The policy changes in the act focus on alleviating overcrowding in the state prison system. The historic reform created a hybrid system that shifted incarceration and supervision of those classified as non-violent, non-serious and non-sex offenders to County responsibility. The Community Corrections Partnership (CCP) - as outlined in Penal Code Section 1230.1 - is required to recommend a plan to the Board of Supervisors to implement AB 109. In addition to a plan that attempts to address the impacts of the reform it also is required to make recommendations for the funding allocation that comes from the State for this realigned workload. The CCP Executive Committee consists of the Chief Probation Officer (Chair) Izen Locatelli, Sheriff Matt Kendall, District Attorney David Eyster, Public Defender Mick Hill, UPD Chief Cedric Crook, Court Executive Office Kim Turner, and Behavioral Health Director Dr. Jenine Miller. The CCP held meetings on February 13, 2025, and March 13, 2025, during which the Fiscal Year 2025-26 budget was discussed. The CCP reviewed the revenues that are projected to be available in order to fund the various requests of departments and agencies to fund on-

Item #: 4g)

going activities.

Per the Governor's January 2025 budget, Base Funds are projected to be \$4,820,796. There was also a projection for Growth Fund revenues. Growth Funds are subject to a mandated 10% allocation to the Local Innovation Subaccount. The CCP Executive Committee has committed to developing a reserve by designating 15% of the balance of growth funds to the reserve, with the remaining funds to be allocated as contingency funds for the year. This year's Growth projection is \$630,190 (after 10% deduction for Local Innovation Subaccount). Of this amount \$94,529 will be designated for reserve. Growth funds have been observed to be unstable due to varying economic factors and, therefore, historically difficult to predict. Growth funds are not included in the budget process.

The CCP Executive Committee has approved a budget in the amount of \$8,636,026, which includes \$4,416,294 for staffing/programs/services; and \$4,219,732 to be designated as contingency funds at this time. The CCP Executive is requesting approval from the Board of Supervisors of the proposed CCP budget for the Fiscal Year 2025-26. With approval of the CCP budget, the CCP revenue will then be incorporated into the proposed operating budget of each designated CCP member agency.

Pursuant to California Penal Code Section 1230.1 "Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the county board of supervisors for the implementation of the 2011 public safety realignment. The plan shall be deemed accepted by the county board of supervisors unless the board rejects the plan by a vote of four-fifths of the board, in which case the plan goes back to the Community Corrections Partnership for further consideration."

Alternative Action/Motion:

Provide direction; return this matter to the Chief Probation Officer and the Community Corrections Partnership for development of additional options.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: 4/5ths

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Community Corrections (AB 109)

current f/y cost: \$8,636,026

budget clarification: Total recommended budget includes funding as follows: Sheriff's Office-\$1,770,671; Probation-\$1,396,811; District Attorney-\$120,000; Public Defender-\$100,000; Behavioral Health-\$238,953; Ukiah PD-\$125,000; GEO Reentry (DRC) including facility costs-\$534,859; SLE Service Provider TBD-\$130,000; Contingency - \$4,219,732; Reserve-To be determined on actual growth funds received.

annual recurring cost: N/A

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

revenue agreement: No

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

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

Item #: 4g)

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025



FY2025-26
Budget Overview

**COMMUNITY CORRECTIONS
PARTNERSHIP (CCP)
2011 PUBLIC SAFETY
REALIGNMENT**

April 22, 2025

CCP

Estimated Funds Available

❑ Program (Base) Funds (est.)*	\$4,820,796
❑ Growth Fund Revenue	TBD*
❑ Planning/ Administration Funds	0
❑ Carry-Over from 2023-24	<u>3,815,230</u>
❑ Total Available	\$8,636,026

* Growth has been observed to be unstable due to varying economic factors and, therefore, historically difficult to predict and a moving target based on revenue estimates from the State. Growth funds are not included in budget planning process.

CCP

Estimated Funds Available

- ❑ FY2025-26 Base Funds projections, per CSAC estimates, estimated at \$4,820,796
- ❑ FY2024-25 Growth Fund projections (to be received in FY2025-26), per CSAC estimates, currently at \$630,190*
 - Growth Funds are subject to revision based on actual year-end calculations
 - There were no FY2023-24 Growth Funds received in FY2024-25
 - Growth Funds for FY2021-22 & FY2022-23 were both included in FY2022-23 calculations per Auditor's Office
 - Per GC 30029.07(b), 10% of growth funds for Community Corrections, Trial Court Security, District Atty/Public Defender, and Juvenile Justice accounts are transferred to the Local Innovation Subaccount. This amount reflects the balance of growth funds for CCP after the 10% reduction.

CCP

Proposed AB109 Expenditures

❑ Sheriff's Office	\$1,770,671
❑ Probation Office	1,396,811
❑ District Attorney's Office	120,000
❑ Public Defender's Office	100,000
❑ BHRS	238,953
❑ Ukiah Police Department	125,000
❑ GEO Reentry (Ukiah)	534,859
❑ Sober Living Provider TBD	130,000
❑ Contingency	4,219,732
❑ Reserve	<u>TBD</u>
	\$8,636,026

CCP

Proposed AB109 Expenditures

▣ Sheriff's Office

- 1.00 FTE Corrections Sergeant (\$248,166)
- 5.00 FTE Corrections Deputies (\$907,867)
- 1.50 FTE Community Services Officer – Jail (\$166,802)
- 1.00 FTE Inmate Services Coordinator Bilingual (\$140,219)
- 0.25 FTE Re-Entry Program Manager (\$52,617)
- Parole Hold Costs (\$250,000)
- Ankle Monitoring Costs (\$5,000)

CCP

Proposed AB109 Expenditures

▣ Probation

- 0.50 FTE Supervising DPO (\$93,050)
- 0.50 FTE DPO III (\$83,779)
- 5.00 FTE DPO II (\$682,095)
- 1.00 FTE DPO II-PTR (\$136,419)
- 0.50 FTE Department Analyst II (\$85,767)
- 0.25 FTE Division Manager (\$64,398)
- 0.75 FTE Legal Secretary II (\$74,956)
- 0.25 FTE Legal Secretary II-PTR (\$24,985)
- 0.50 FTE Probation Assistant-PTR (\$45,362)
- Sanctions & Incentives (\$6,000)
- AB 109 Planning & Administration Costs (\$100,000)

CCP

Proposed AB109 Expenditures

- ▣ District Attorney's Office
 - 0.4553 FTE Deputy DA IV (\$120,000)

- ▣ Public Defender's Office
 - 0.29 FTE Legal Secretary II (\$27,637)
 - 0.29 FTE Deputy Public Defender (\$72,363)

- ▣ Ukiah Police Department
 - 0.71 FTE Police Officer (\$125,000)

CCP

Proposed AB109 Expenditures

- ▣ Behavioral Health & Recovery Services (BHRS)
 - 1.00 FTE Mental Health Clinician II (including supervision by Mental Health Clinical Manager (\$155,165)
 - Substance Use Disorder Treatment Counselors (\$83,788)
 - ▣ 0.25 FTE Sr. Substance Abuse Counselor
 - ▣ 0.25 FTE Substance Abuse Counselor II
 - ▣ 0.10 FTE Substance Abuse Counselor

CCP

Proposed AB109 Expenditures

- ▣ Service Providers
 - GEO Reentry Services (includes costs for facilities janitorial/maintenance): \$534,859
 - Sober Living Environment – Provider TBD: Budget includes estimated funding of \$130,000 for restoration of these services which were suspended in March 2024

CCP

FY25-26 to FY24-25 Comparison

	<u>FY25-26</u>	<u>FY24-25</u>	<u>% Change</u>
❑ Sheriff's Office	\$1,770,671	\$1,588,976	+11.4%
❑ Probation Office	\$1,396,811	\$1,327,787	+ 5.2%
❑ District Attorney's Office	\$ 120,000	\$ 110,273	+ 8.8%
❑ Public Defender's Office	\$ 100,000	\$ 87,344	+14.5%
❑ BHRS	\$ 238,953	\$ 237,441	+ 0.6%
❑ Ukiah Police Department	\$ 125,000	\$ 125,000	0.0%
❑ GEO Reentry (Ukiah, Willits, Jail)	\$ 534,859	\$ 515,417	+ 3.8%
❑ Ford Street Project	\$ 0	\$ 0	0.0%
❑ SLE Provider TBD	<u>\$ 130,000</u>	<u>\$ 120,000</u>	<u>+ 8.3%</u>
Total Expenditures	\$4,416,294	\$4,112,238	+ 7.4%
❑ Contingency	\$4,219,732	\$3,174,947	+32.9%
❑ Reserve	<u>\$ TBD</u>	<u>\$ TBD</u>	
	\$ 8,636,026	\$7,287,185	+18.5%

CCP Highlights

- Changes from FY24-25
 - ❑ Sheriff's Office: Reduced Corrections Deputies from 6.0 FTE to 5.0 FTE positions; Added 1.0 FTE Corrections Sergeant; Changed 1.5 FTE Sheriff's Services Technicians to 1.5 FTE Community Services Officers
 - ❑ Probation: Added 0.5 FTE Probation Assistant for PTR Program
 - ❑ GEO Reentry Services: Increased from \$507,417 to \$514,859
 - ❑ Increased Facilities costs from \$8,000 to \$20,000
 - ❑ SLE Provider TBD – Reserved \$130,000 for potential SLE services; Ford Street Project developing proposal

CCP

Highlights (cont)

- Reserve Fund
 - ❑ FY 23-24 allocation of -0-
 - ❑ Current balance = \$359,300.54
 - ❑ Estimated FY 24-25 allocation of \$95,528 (15% of Growth Funds received, after 10% to Local Innovation Subaccount)
 - ❑ Essential to have a reserve fund

CCP

Funding History/Outlook

- State revenue unpredictable due to variations in growth funds

<u>FY</u>	<u>BASE</u>	<u>% CHG</u>	<u>GROWTH</u>	<u>% CHG</u>	<u>TOTAL</u>	<u>% CHG</u>
11-12	\$993,812				\$993,812	
12-13	\$2,063,419	108%			\$2,063,419	108%
13-14	\$2,445,307	19%	\$118,406		\$2,563,713	24%
14-15	\$2,471,590	1%	\$158,554	34%	\$2,630,144	3%
15-16	\$2,332,880	-6%	\$445,528	181%	\$2,778,408	6%
16-17	\$2,436,317	4%	\$141,171	-68%	\$2,577,488	-7%
17-18	\$2,602,947	7%	\$71,857	-49%	\$2,674,804	4%
18-19	\$2,750,035	6%	\$798,239	1,011%	\$3,548,274	33%
19-20	\$2,824,985	3%	\$123,342	-85%	\$2,948,327	-17%
20-21	\$2,864,905	1%	\$0	-100%	\$2,864,905	-3%
21-22	\$3,341,989	17%	\$915,302	N/A	\$4,257,291	49%
22-23	\$3,970,736	19%	\$766,622	-16%	\$4,822,538	13%
23-24	\$4,115,350	4%	\$0	-100%	\$4,115,350	-15%
24-25 (est.)	\$4,142,188	1%	\$0	N/A	\$4,142,188	1%
25-26 (est.)	\$4,820,796	16%	\$630,190	N/A	\$5,450,986	32%

CCP

Challenges / Opportunities Ahead

- Governor's May Revise may result in future budget adjustments
- Personnel costs continue to increase
 - Salaries & Benefits = 80% of planned expenditures (excluding reserve & contingency)
- Continued focus on data to evaluate funds used on programs and services, outside of AB109 impacted departments, to ensure positive effect on reducing recidivism

CCP

Challenges / Opportunities Ahead

- GEO Reentry continued growth for targeted population in Willits DRC and Jail In-Custody services
- Increased contingency funds to implement new services and have flexibility for one-time expenses
- Continued building of reserve funds to provide stability



Mendocino County Board of Supervisors Agenda Summary

Item #: 4h)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: April 22, 2025

Department Contact: Mellisa Hannum

Phone: 707-882-3114

Department Contact: Barb Chapman

Phone: 707-367-8216

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of an Update on the 2021 Ukiah Library Needs Assessment, Current Cost Model Options, and Direction to Staff for the Ukiah Library Feasibility Study (at No Cost to the General Fund) to Investigate Three Possibilities: Adding a Second Floor to the Current Branch, Replacing the Current Branch at its Existing Location with a New Two-Story Library, and Building a New Library Branch with Parking at a New Location

(Sponsor: Library)

Recommended Action/Motion:

Accept update on the 2021 Ukiah Library Needs Assessment, current cost model options, and provide direction to staff, to proceed with a feasibility study (at no cost to the General Fund) to investigate three possibilities: adding a second floor to the current branch, replacing the current branch at its existing location with a new two-story library, and building a new library branch with parking at a new location.

Previous Board/Board Committee Actions:

The Library Advisory Board presented an update and shared the Ukiah Library Needs Assessment and the need for a feasibility study for a larger main branch: October 17, 2023: item 4a; the Board approved expending \$100,000 for the feasibility study for Fiscal Year 2024-2025.

Summary of Request:

The population of the City of Ukiah is about 16,000 and swells to about 35,000 during the week. Many residents, workers, and visitors who come to Ukiah use the Ukiah Library. The Library is located downtown and is the closest library branch to approximately 44,000 residents from Ukiah residents and the surrounding areas. The Ukiah Library is the only branch besides Laytonville that does not have a community meeting and event room. It is also the busiest branch with the most visitors, item checkouts, computer users, public programs, has operations for the Bookmobile and Library Outreach taking place at the branch, county-wide library delivery, and it's the main location for library administration.

In 2021 the Friends of the Ukiah Library hired ArchNexus architectural group to complete a needs assessment which confirmed that the branch would ideally be at least 20,000 square feet, compared to the current 14,410 square feet with 11,015 square feet on the main floor available to the public. The Library Advisory Board shared the needs assessment with the Board of Supervisors in 2023 and is supportive of expanding the size of the Ukiah Library. The Library's Measure O tax passed in November of 2022 and started providing funds in

Item #: 4h)

the third quarter of 2023. Forty percent of Measure O funds are allocated specifically for library capital investments. To date the fund's total is \$3,437,462 and allows the Library to fund current projects and the next steps for the expansion of the Ukiah Library. The Measure O Capital Investment funds is budgeting for revenue of \$1,887,348 next fiscal year.

The Needs Assessment includes a list of recommended next steps in order of execution, as follows: (1) Potential Partner and Location Feasibility Study, (2) Real Estate New Site and Adjacent Site Purchase Feasibility Study, (3) Second Level Addition Structural Feasibility and Cost Study, (4) SEED Certified Community Outreach, (5) Architectural Programming, (6) Design, (7) Construction. At this time, the adjacent site is no longer available.

This fiscal year, the Board of Supervisors approved a budget of \$100,000 for a feasibility study for the expansion of the branch. To assist in the deciding the parameters of the feasibility of library expansion choices, Jayson Architecture will present on contemporary libraries and an up-to-date cost model which outlines two options. The Library would like to proceed with a feasibility study to investigate three possibilities: adding a second floor to the current branch, replacing the current branch at its existing location with a new two-story library, and building a new library branch with parking at a new location. The Library is seeking direction from the Board of Supervisors for the focus of the Ukiah Library expansion feasibility study.

Alternative Action/Motion:

Do not accept and provide alternative direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: www.mendolib.org <<http://www.mendolib.org>>

Fiscal Details:

source of funding: Measure O

current f/y cost: \$100,000 for feasibility study

budget clarification: Study budgeted in the current FY and proposed for next FY. The up-to-date cost model indicates that total costs of an actual expansion of the Ukiah library may be up to \$38.6 million.

annual recurring cost: TBA

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

revenue agreement: No

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Direction Given to Staff**

Date: April 22, 2025

Item #: 4h)



UKIAH LIBRARY **NEEDS ASSESSMENT**

10 YEAR PROJECT NEEDS

09_16_2021



ARCH | NEXUS

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EXECUTIVE SUMMARY | 01



EXECUTIVE SUMMARY

The Ukiah Library service area has a population of approximately 21,570 and is projected to remain at this approximate level for the next 10 years. The findings of this study recommends a total building size of approximately 20,000 sf to meet the needs of the community from 2021 – 2031. The existing library is 14,410 sf with approximately 11,000 sf of the space accessible to the public.

It is recommended that the library look at the cost and feasibility of partnerships, alternate locations, the purchase of the adjacent property and the cost of a second story addition to find the most cost effective way to implement the recommended increased size of the library building.

This report includes additional recommendations of how to implement a plan to expand the library size, what to include and how to configure the space within the library. A portion of these configurations and layout recommendations could be implemented now by reconfiguring the existing library. However, the library needs reconfiguring and more space to meet the needs of the community now and for the next ten years.

This document includes photos and renderings of 21st Century Libraries to provide ideas about current trends and designs that support the communities they serve. The library names are included for reference.

EXISTING FACILITIES ANALYSIS | 02



SITE

SITE DESCRIPTION

The Ukiah Library site is near the city center on Main Street, spanning between East Standley Street and East Perkins Street, with the main entrance facing west on Main Street near East Perkins Street.

The library site is within $\frac{1}{4}$ mile travel distance of the Grace Hudson Museum, the Community Foundation of Mendocino County, two parks, a charter school, and one of two high schools. The Library is less than a mile travel distance from two elementary schools, a middle school, adult school, Accelerated Achievement Academy and three other parks. It is a mile and a half from Ukiah High School, a Montessori school, and a mile and quarter by car from the Ukiah Sports Complex.

A bus stop serving four bus lines is across Main Street and within two hundred feet of the main library entrance.

Bike racks occur in the cobble area of the landscaping in front of the building near the main entrance.

The library building occupies the majority of the site. A drive aisle runs behind the building on the east, where the property line angles away from the building from south to north, accommodating two parking spaces. The fire department prefers the drive to be kept unobstructed. There is no other on-site parking.

Street parking in front of the library on Main Street is marked 2-hour parking from 8 am to 5 pm. A portion of the curb in front of the main entrance is a striped yellow loading zone. (Motorists can stop at a yellow curb for the length of the time posted only to load or unload passengers or freight. Drivers of non-commercial vehicles are expected to stay with their vehicle at a yellow curb.) A portion of the curb just north of the main entrance as well as a post at that parking space are striped Federal blue, indicating that this street parking stall is meant for accessible parking. The city is aware of the parking issues and has plans to make the parking lot adjacent available for public parking.

SITE ANALYSIS

Address: 105 N. Main Street, Ukiah, CA.

APN: 00219218

Zoning: UC-Urban Center

Area: Approximately 0.40 acres.

Ukiah Valley Local Responsibility Area for fire protection. The library is not within a Wildland Urban Interface Zone.

The Maacama earthquake fault zone runs east of the town of Ukiah through the neighboring town of Talmage.



Stockton Library Rendering



Glendale Library

Prevailing Winds: According to the Western Regional Climate Center, Winter prevailing winds from November through February are from the South-Southeast. Early Spring and late Fall prevailing winds are from the West-Northwest. Summer breezes are from the North, and overall annual prevailing winds are from the North.

Solar Access: There are no surrounding structure blockages to solar access for the site. Deciduous trees provide seasonal shade for most of the West building elevation. A small deciduous tree seasonally shades the southwest corner building windows. There are no trees on the east side of the building.

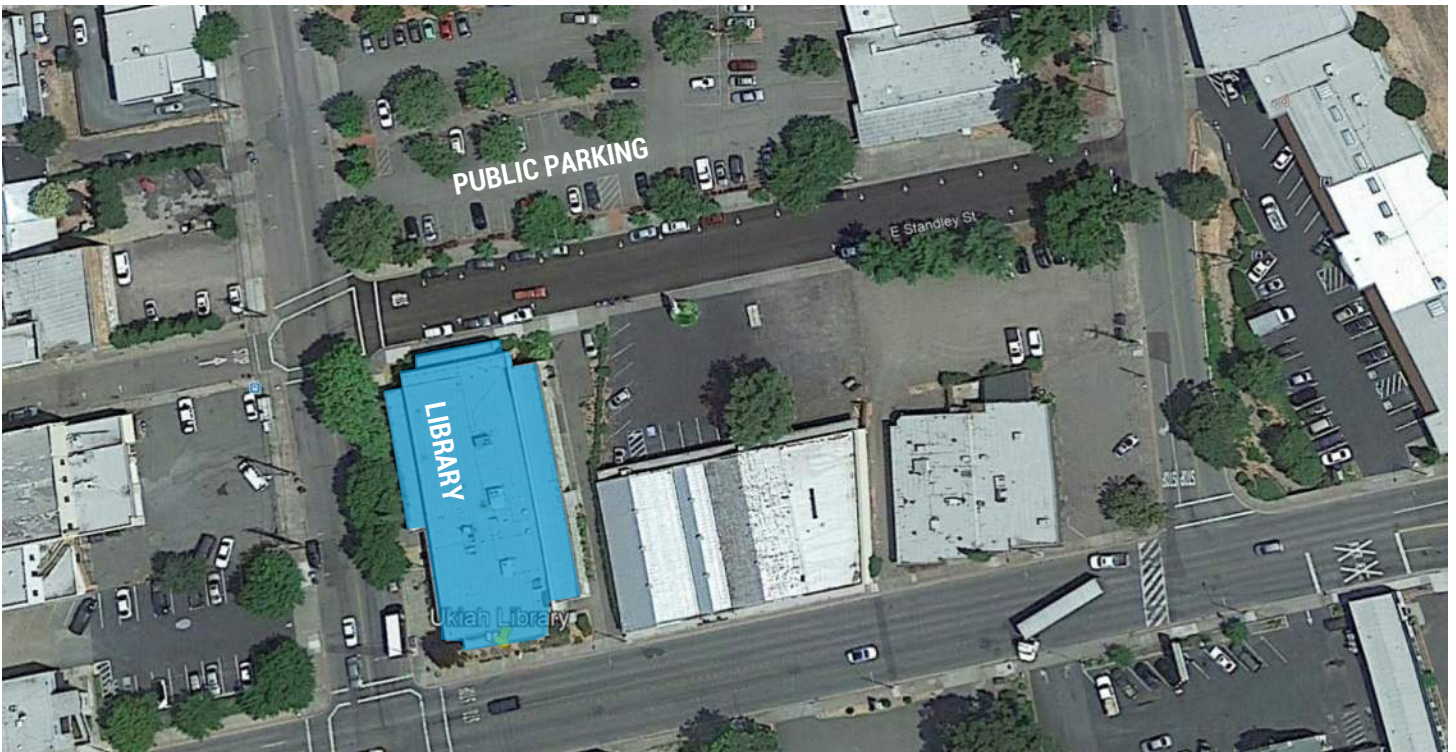
ACCESSIBILITY

The accessible parking spaces in the public parking lot do not appear to be the closest spaces to the library in that lot. The accessible parking stall markings do not appear to meet current code:

- There is a circulation path between the double-loaded accessible stalls such that someone does not have to cross behind an automobile other than their own to reach the public sidewalk.

CALIFORNIA													
PREVAILING WIND DIRECTION													
STATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
Ukiah Airport, CA (KUKI). W	S	SSE	WNW	WNW	N	N	N	N	N	N	SSE	SSE	N

SOURCE: Wester Regional Climate Center



- Public way corner curb ramps do not have truncated domes per current accessibility code. Neither the yellow striped loading zone nor blue striped street parking stall contain a curb ramp such that either can be used as a code-compliant accessible drop-off zone or parking stall. There is a gentle slope from the public sidewalk to the main entrance.
- Site investigation is needed to determine whether or not dimensions, slopes and signage meet current accessibility code, from accessible parking stalls to the Library main entrance and other required exits.
- Bicycles parked at the public bike racks would either need to be parked in the landscaping strip or extending from there onto the sidewalk.

PARKING

Limited public parking is available within two hundred feet of the main library entrance in the public parking lot directly across East Standley Street. There appear to be three to four accessible parking stalls in the public lot, including at least one van-accessible stall. The city has plans to add truncated domes to the sidewalk to comply with accessibility codes.

There are public trash/recycling containers to the south of the main entrance along the sidewalk.

BUILDING

BUILDING DESCRIPTION

The Ukiah Library is the Mendocino County Main Library. It is owned by the City, leased and maintained by Mendocino County.

The main axis of the 14,410 sf rectangular building runs north to south, with the main entrance along Main Street on the west. Approximately 11,000 sf of the building is accessible to the public. The building is on two levels, with public spaces and library administration on the ground floor and additional administrative and storage on a basement level.

The majority of exterior wall surface is solid, with few exterior windows. Full-height exterior storefront windows occur on the southwest building corner and face two directions. There is a storefront window system across the western-facing main entry. Glazing is tinted dark.

The main entrance is in an alcove that provides rain protection. There is a book-drop in the exterior wall, near the main entrance, that is not in the rain-protected alcove. The book drop opens into the teen room.

Signage on the west Main Street elevation is prominent and has night lighting.

The roof configuration is low-slope, with rooftop mechanical units on the main upper roof and four separate lower roof areas. There are no skylights.

Lighting in the public areas is primarily recessed overhead 2 x 4 fixtures, either fluorescent or LED. Lighting in the children's area is a sky-patterned luminous ceiling.

Public areas consist of the west-facing main entrance and adjoining seating area, circulation desk, teen room, children's area, children's single occupancy restrooms, adult collection, meeting and activity area, multi-occupant restrooms. Within the adult area next to the meeting area there is a small grant collection area. The meeting area is somewhat separated from the rest of the library by a partial wall. A full-height storefront window system with low solid infill panels and door separates the Children's Area from the rest of the library. There are two emergency exits to the east "back" of building – one from children's area and one from meeting area.

Ground level staff areas include children's librarian office and staff "back of house". There is one staff area exit to the east "back" of building.

The basement level includes storage and additional staff space. Access to and from the basement level is by stair or elevator. There is an exit from the basement to the east "back" of building.

The children's area and circulation desk have been renovated/updated.



Daybreak Library Sketch

BUILDING ANALYSIS

Library staff and Friends of the Library members have communicated these needs:

- A dedicated and acoustically separated multi-functional public meeting room is needed.
- A door or other type of privacy separation for the adult literacy area
- Accommodation for STEM programs.
- Teen room is small.
- 21st Century library
- Management of transient visitors, review of security measures, standards of behavior
- Computer area is heavily used and takes up a lot of room – how to make more efficient with equal or greater access?
- Larger staff lunch room
- Office space for bookmobile and temporary office/workstation space
- What improvements library can do itself

Library staff and FOL have communicated that these areas are working well:

- Children's area works well and has many patrons (big crowds)

There are no RFID security gates at the main entrance. It is suggested that an RFID tracking system be implemented and utilized in coordination with a automated materials handling system when the library expands as recommended.

ACCESSIBILITY

Building accessibility does not meet code and needs to be resolved to meet the ADA and CDC accessibility requirements. This includes but is not limited to:

- toilet rooms
- building entrances
- circulation desk
- emergency exits
- exit widths

Ground-Level Public Areas: The public areas are all on one level and appear to include accessible pathways between different areas. A site survey is needed to establish current accessibility code compliance for circulation desk, computer catalogs, clear door widths, side clearances and landings, signage, stack aisle and public restroom accommodations.

Ground-Level Staff Areas: Similar to public areas.

Basement Staff Area: A site survey is needed to establish current accessibility code compliance of stairs, elevator and internal circulation routes for the basement staff area.





Kearns Library

IV WORKFLOW

The workflow efficiency could be increased by a more efficient layout that opens up the circulation desk more to the work area so that there is a visual line of sight so that when the circulation desk gets busy those in the work room can see to come out and help and if the person at the circulation desk has to momentarily go into the back room they still have visual control of the circulation desk.

The circulation desk is oversized. The 21st Century library uses a smaller circulation desk as a welcoming desk and is equipped to handle transactions. It is recommended that self-check units are used for most of the check-out processing.

At the current library size an automated materials handling system is not recommended, however when expanded to a 20,000 sf library space and efficiency can be improved with a 5 or 7 bin automated materials handling system that allows for more efficiency in book sorting allowing staff to spend more time out

in the library servicing library customers and approaching them about their needs instead of waiting for the customer to come to them. Today's librarian is a proactive voice to members of the community about the plethora of programs and resources that the library offers.



Kearns Library

V PROGRAM SPACES

MEETING SPACES

The meeting area is insufficient for this size of community. A meeting room that can be completely separated with operable doors / walls from the library for programs and activities at scheduled times and opened up for the use of library customers when not being used would be ideal for this community. A room of 700 – 1,000 SF is recommended. A multi-purpose room with a sink, counter space, and cabinets for storage is needed. Storage for nesting chairs and tables is highly recommended so that the space can be cleared or set up quickly and easily without wasting the space of the room. A storage room for the children's librarian in this room is also recommended.

The library is deficient in its offering of study rooms. Five to seven study rooms of varying sizes from four to eight people is recommended.

The teen space is at a good location with potential for good sight lines. It is recommended that it have a glass wall for better sight lines into the space. Ideally the teen space would also be located near a maker space or multipurpose room so that it is easy to expand out of their space for teen programming.

VI HUMAN CENTERED SPACES

Successful 21st Century libraries focus on how their spaces can be used for multiple uses at different times of the day based on their communities needs and schedules of use. It is the responsibility of the librarian to activate these spaces with programs and access to equipment, space, and resources to accomplish things they are unable to do on their own. A maker space based on community interests and / or needs is one way to accomplish this. This may be a recording studio, a film studio, a music studio, a wood shop, or anything that supports the communities needs and interests. However human-centered spaces can be any and all spaces that are activated with people. The more flexible a space is the more ways it can be activated.

COLLECTIONS AND STACKS

Flexibility is key to the success of a 21st Century Library. Stacks in the children's area are recommended to be on industrial casters in 3' sections and 36" high so they are easily movable to create additional space for programing when needed. The current stacks in the children's area are on casters.

The collection should not grow in size and could be reduced by analyzing circulation statistics and implementing a robust weeding effort. Open area stacks should be 48" high to create increased sight

lines, a 21st century open feel to the library, and better wayfinding for library customers. Stacks on walls are recommended to be 60" high. Stacks taller than 60" create an inequality in the ability of the average customer to access the top shelf and are not recommended.

COMPUTERS

Access to computers remains an important part of libraries as there are still many with insufficient digital devices or more common insufficient access to adequate broadband speeds. 21st century libraries also provide software that is not easily accessible to all such as professional photo and film editing and graphic design software.

It is recommended that the computer area be moved to a more open area and not up against a wall with good sight lines to the computers from the circulation desk. The 12 computer stations are typically sufficient for this size of community although libraries that experience a surge of after-school students may need more, or laptops that can be checked out by adult patrons when the computer area is over run with after school children and/or teens. There are 20 laptops available to check out at the existing facility.



Kearns Library

A black and white photograph of tall, thin grasses or reeds. The foreground shows sharp, detailed blades of grass, while the background is heavily blurred, creating a sense of depth. The lighting is soft, highlighting the textures of the plant fibers.

POPULATION GROWTH ANALYSIS | 03

POPULATION GROWTH ANALYSIS

The Ukiah library serves the following zip codes. Item 6 list of zip codes within Library District:

- Ukiah 95482
- Hopland 95449
- Calpella 95418
- Potter Valley 95469
- Redwood Valley 95470
- Boonville 95415
- Talmage 95481

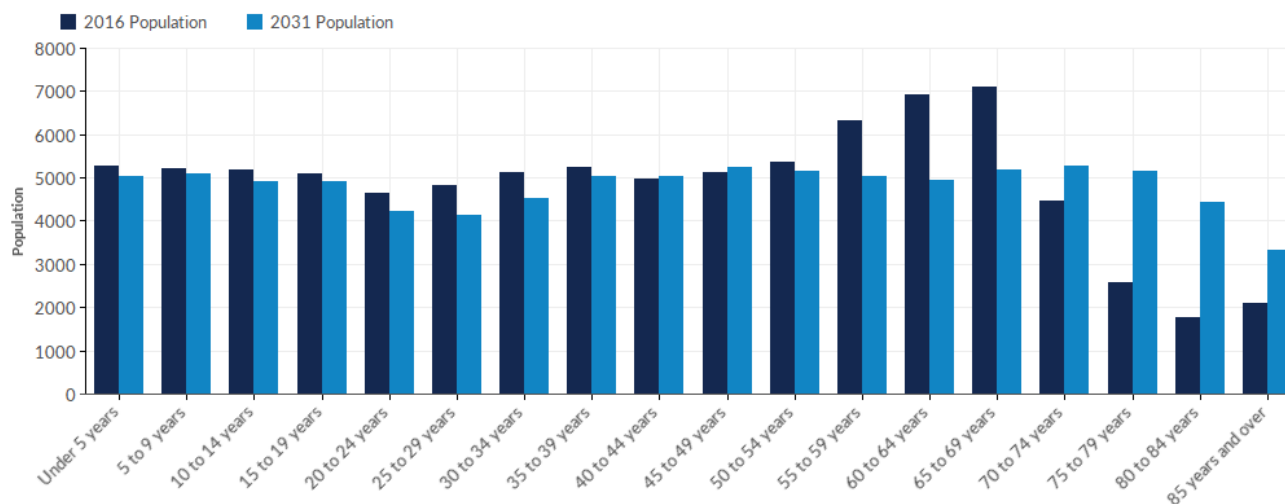
The population size of the library district is estimated to be 21,570 people.

It has been noted that through the interview and research process that the weekday population in Ukiah could be as much as double the noted population. This is based on many county residents commuting into Ukiah for work. While taking this into consideration it is more likely that families and children would use the library where they live and not where they work and that many of those commuting in live in the areas included in this population analysis. Library planning is typically based on population growth of residents within a library service district geographic boundary and that has been the basis for this study.

TOWN	POPULATION
Boonville	947
Calpella	682
Hopland	920
Potter Valley	498
Redwood Valley	1,713
Talmage	1,003
Ukiah	15,807
Total	21,570

The Population Demographics Report of Mendocino County, CA from March 2021 shows that the population of most age groups is slightly declining and there are a few that are slightly increasing. Overall the population size appears to be projected to remain the same without any significant increase in the next 10 years. Therefore the recommendations for the next 10 years are based on the existing population size.

Population by Age Cohort



Age Cohort	2016 Population	2031 Population	Change	% Change	2016 % of Cohort
Under 5 years	5,277	5,031	-246	-5%	6.05%
5 to 9 years	5,203	5,103	-100	-2%	5.96%
10 to 14 years	5,195	4,919	-276	-5%	5.95%
15 to 19 years	5,080	4,918	-162	-3%	5.82%
20 to 24 years	4,645	4,226	-419	-9%	5.32%
25 to 29 years	4,820	4,138	-682	-14%	5.52%
30 to 34 years	5,126	4,521	-605	-12%	5.87%
35 to 39 years	5,249	5,043	-206	-4%	6.01%
40 to 44 years	4,974	5,047	73	1%	5.70%
45 to 49 years	5,109	5,230	121	2%	5.85%
50 to 54 years	5,371	5,147	-224	-4%	6.15%
55 to 59 years	6,308	5,042	-1,266	-20%	7.23%
60 to 64 years	6,927	4,956	-1,971	-28%	7.94%
65 to 69 years	7,112	5,177	-1,935	-27%	8.15%
70 to 74 years	4,451	5,272	821	18%	5.10%
75 to 79 years	2,573	5,154	2,581	100%	2.95%
Total	87,285	86,677	-608	-1%	100.00%

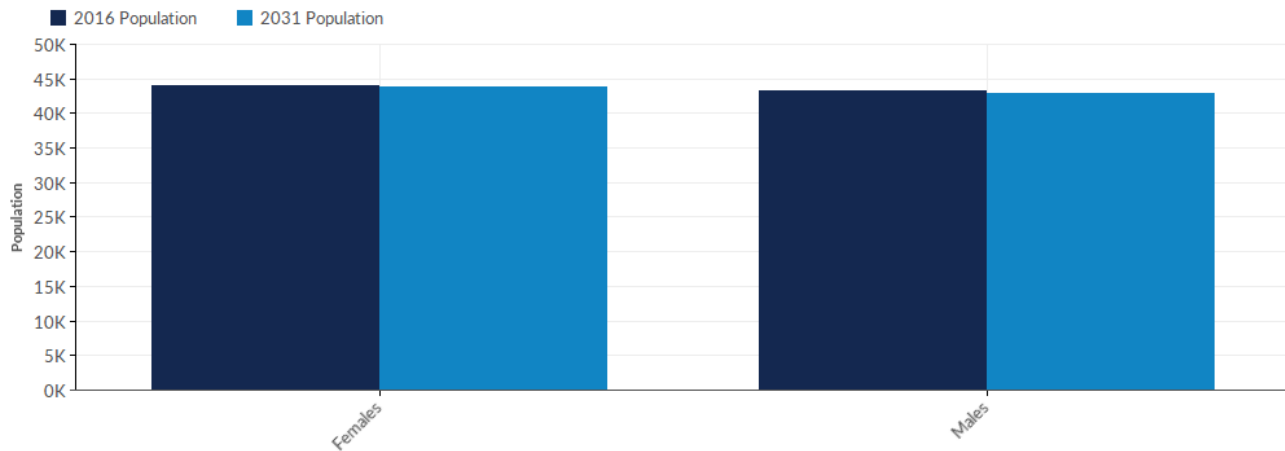
DEMOGRAPHICS ANALYSIS | 04



DEMOGRAPHIC ANALYSIS

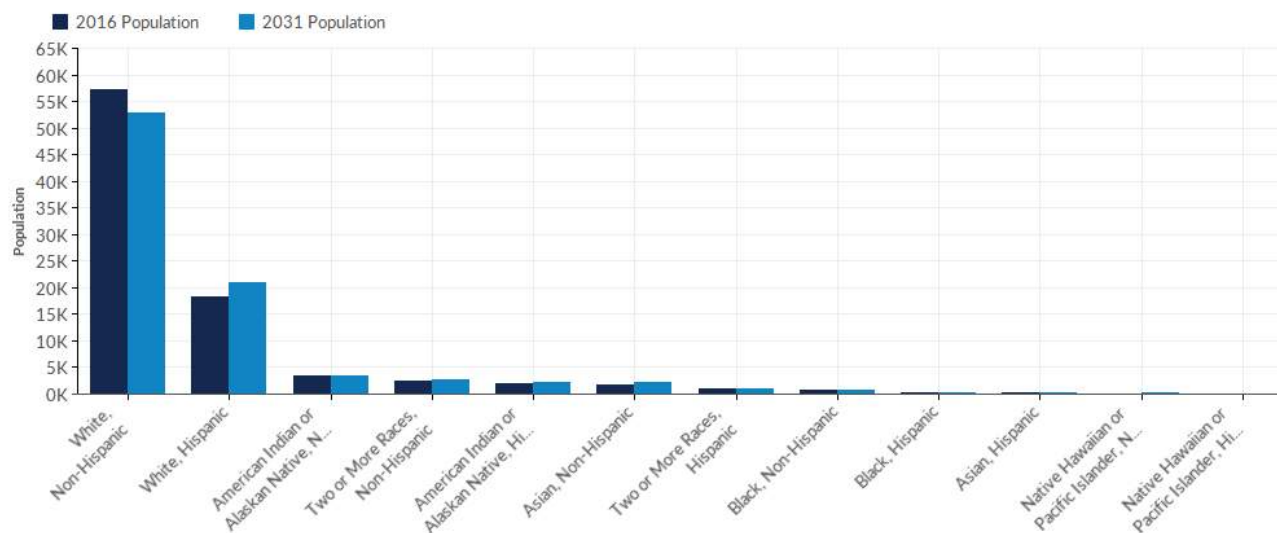
The demographics don't project a significant change in population although there will be a slight increase in Hispanic heritage and this should be a consideration when planning the collection, programming, and services.

Population by Gender



Gender	2016 Population	2031 Population	Change	% Change	2016 % of Cohort
Females	43,966	43,778	-188	0%	50.37%
Males	43,319	42,899	-420	-1%	49.63%
Total	87,285	86,677	-608	-1%	100.00%

Population by Race/Ethnicity



Race/Ethnicity	2016 Population	2031 Population	Change	% Change	2016 % of Cohort
White, Non-Hispanic	57,289	52,831	-4,458	-8%	65.63%
White, Hispanic	18,187	20,846	2,659	15%	20.84%
American Indian or Alaskan Native, Non-Hispanic	3,519	3,357	-162	-5%	4.03%
Two or More Races, Non-Hispanic	2,440	2,600	160	7%	2.80%
American Indian or Alaskan Native, Hispanic	2,025	2,232	207	10%	2.32%
Asian, Non-Hispanic	1,628	2,145	517	32%	1.87%
Two or More Races, Hispanic	936	1,079	143	15%	1.07%
Black, Non-Hispanic	629	833	204	32%	0.72%
Black, Hispanic	268	305	37	14%	0.31%
Asian, Hispanic	153	192	39	25%	0.18%
Native Hawaiian or Pacific Islander, Non-Hispanic	120	146	26	22%	0.14%
Native Hawaiian or Pacific Islander, Hispanic	91	110	19	21%	0.10%
Total	87,285	86,677	-609	-1%	100.00%

LIBRARY DATA ANALYSIS | 05

LIBRARY DATA ANALYSIS

The library data provided was for the entire Mendocino Library System and not just the Ukiah Library. Based on those numbers the circulation appears to be providing good services of books but no program information was provided. As previously noted a more detailed analysis of the circulation and an aggressive weeding of the collection is recommended. As indicated earlier in this document the library should be looking to increase program offerings and advertising to increase activation of the spaces and programming based on community interests and needs.

Current library statistics are:

- Programs conducted: 468
- Attendance at programs: 9,339
- Circulation: 195,055
- Door Count: 126,309

The library statistics indicate that the library is supporting the users in the following ways:

- Personal economic development
- Plays a role in responding to, or building resilience after a crisis in the community
- Support users' personal learning and knowledge development
- Help in developing social capital in the community

It is recommended that a SEED (Social, Economic, and Environmental Design) Community Outreach study be conducted in coordination with future programming and design work to correctly assess the community's interests and needs. <https://seednetwork.org>



Logan Library Rendering



OPERATIONS ANALYSIS | 06

OPERATIONS ANALYSIS

Based on staff and budget analysis of the Mendocino County Library district; the library receives funding from Measure A funds, a state library grant and property taxes. There does not appear to be a direct funding source for the renovation and addition of the Ukiah library however there are several avenues that the Ukiah library could explore to find funding for the needed renovation and expansion of the library.

- General Obligation Bonds
- Increased Property Taxes
- Increased Sales Taxes
- Fundraising and a Capital Campaign
- State Funding

The State of California recently funded a one-time funds for local library facilities in the amount of \$389 million. It is likely that these funds will be distributed through the state library. They will require the library to match funds requested in order to access the funds. <https://www.cla-net.org/news/568056/New-from-the-Capitol-June-2-2021.htm>

It is also recommended that a building renovation be an energy efficient upgrade with a focus on reducing the buildings EUI and becoming a net-zero energy certified building through the International Living Future Institute. This will greatly reduce operational cost over the continued life of the building.



Glendale Library



COMMUNITY ANALYSIS | 07

PARTNERSHIP POTENTIAL

Partnerships and Joint-Use facilities can have two main advantages:

1. Shared funding can increase the ability of an organization
2. A properly designed shared facility can create shared spaces in an efficient way that allows for more usable space within a smaller building and therefore reduces the cost of expansion with combined funding.

Shared and Integrated Programming should always be looked at as an outcome of these types of partnerships and should be focused on the community and not on the individual organizations.

An investigation of the following organizations as potential partners should be conducted to identify if they have additional space needs, if moving the library to their location or another combined location is good for the library, what available capital funds they have access to, and if programming and shared space could be achieved.

- Ukiah Unified School District
- Alex Rorabaugh Gymnasium and Cultural Recreation Center
- Grace Hudson Museum
- Community Foundation of Mendocino County

COMMUNITY ENGAGEMENT

It is recommended that a SEED (Social, Economic, and Environmental Design) Community Outreach study be conducted in coordination with future programming and design work to correctly assess the community's interests and needs. <https://seednetwork.org>

COMMUNITY ENGAGEMENT



Community input should be carefully coordinated and developed uniquely for the communities served by the Ukiah library. A SEED certified public outreach process will bring deeper meaning to people in a variety of socio-economically areas. Arch Nexus has very specific expertise reaching out to communities with varying demographics. Simply holding a series of public meetings will be unsuccessful. As demonstrated with many similar projects with multiple demographics, an effort to engage those who cannot be at these meetings is the key to success and key to creating community ownership.

To do this, additional efforts to reach specific cultural or demographic groups within the community will need to be made. This will give improved access their input on the issues

they hold dear. This can include public outreach at existing community events, local library programs, local school functions, and many more. Having a booth present at such activities garners input from entire families and amplifies the input process.

SEED is a third-party verification of the public outreach process that focuses on identifying community issues and how they connect to the project to increase the potential for success.



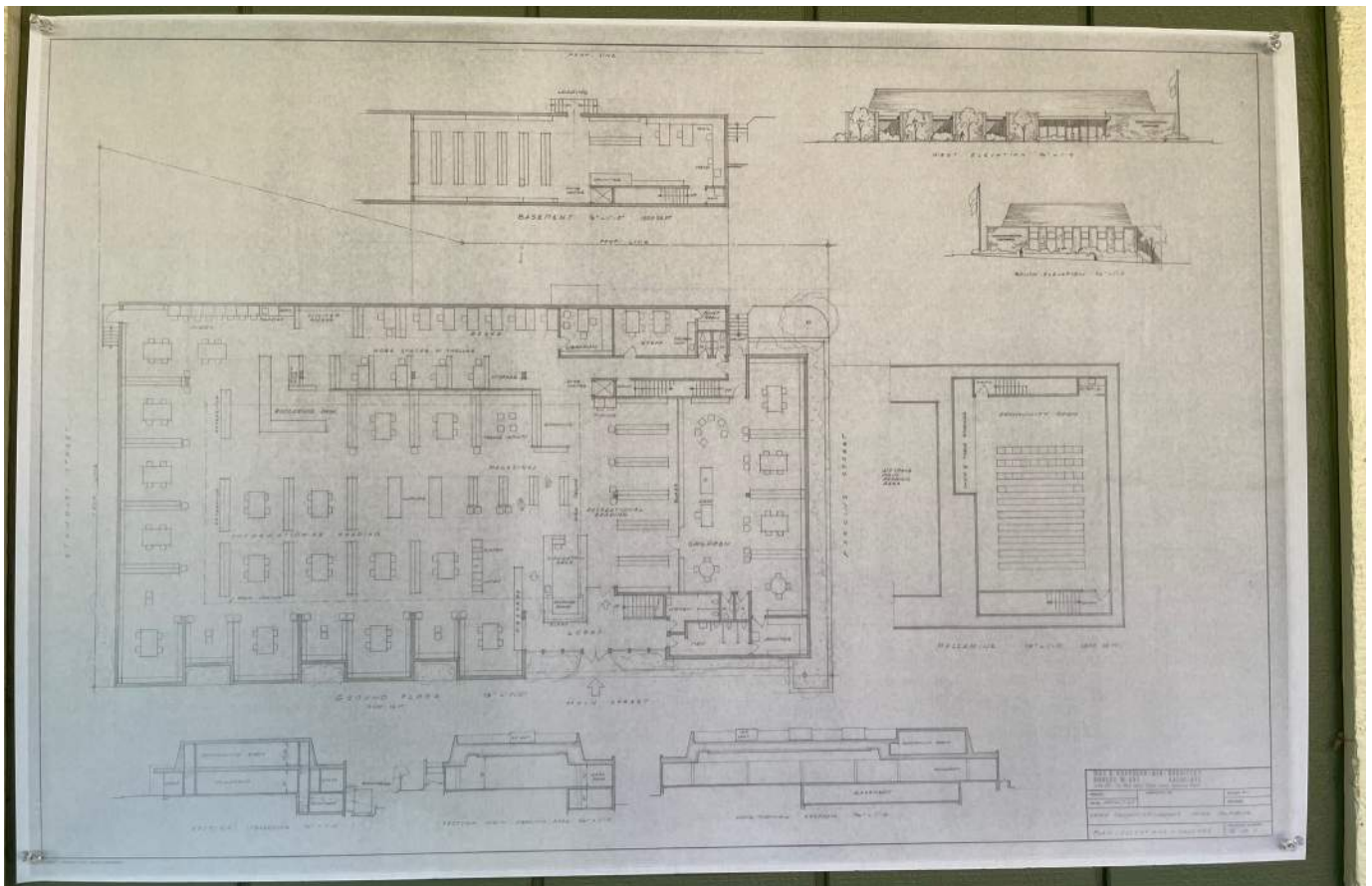
SPACE NEEDS & ACTIVATION ANALYSIS

08

SPACE NEEDS & ACTIVATION ANALYSIS

The existing library is 14,410 SF which breaks down into an 11,015 SF main level and a smaller basement. In order to properly activate the basement space an open stair and atrium is suggested to bring in natural light and views that connect the two levels. Designing proper spaces with daylighting has been proven to increase their ability to retain knowledge in learning and be more creative. Biophilic design principles will provide equitable spaces for the community to really progress their quality of life. <https://living-future.org/biophilic-design/#the-guidebook>

The proper library size for this community is approximately 20,000 SF of floor space with additional outdoor space that can support outdoor programming as weather permits. In order to properly open the basement and increase the size of the library an 8,000 sf addition is recommended.



This floor plan from the original drawings shows approximately 6,000 SF as a second story that was not built. The original design included this space as a meeting room. A meeting room on an upper level is not recommended. Sight lines and access becomes restricted except for during specific programs and it sits empty and is wasted space when it could be doubled as extended library space on a main level adjacent the children's and / or teen space.

It is recommended that a structural engineer do an analysis to see the feasibility of adding a second story at this location and if it is possible to expand it out to a larger area. Although the plans show a second story a structural engineer verification needs to occur to

assure that the building was constructed as designed to support these additional loads. Although the original drawings included this the existing structure could have been modified to not support it when it was taken out of the design and construction.

If it is desired to expand as a second level it is recommended that a two-story open space and mezzanine also be added to create biophilic experiences for the community that promote a feeling of welcome and safety as well as enhance their abilities to learn and create. An elevator will also be required to provide equitable and accessible spaces to the public. The design in the original drawings does not show an elevator to the upper level

which under certain design provisions could be possible but is not recommended. An elevator is a necessity for multi-level spaces as to provide equal access to all.

Due to site constraints a second story may be a serious consideration however the following should be investigated as potential options to evaluate the most cost-effective solution which may not be adding a second story onto the building.

- Purchasing adjacent property
- Other available sites for a new library location
- Partnering opportunities and sites throughout the community
- Structural evaluation of adding a second level



Daybreak Library Rendering

A black and white photograph of tall grass silhouettes against a bright, hazy background, likely a sunset or sunrise. The grass stalks are thin and vertical, with some seed heads visible. The overall mood is serene and natural.

RECOMMENDATIONS & POTENTIAL COSTS | 09

RECOMMENDATIONS

A summary of the recommendations from this document include:

- Increasing the library size to 20,000 SF to meet the needs of the community for the next 10 years.
- Redesigning the layout of the interior spaces to create open, inviting spaces for optimal learning and creating.
- Reducing the collection through an aggressive weeding based on circulation statistics and important community resources.
- Reconfiguring the circulation desk and staff area relationship to be more open
- Reconfiguring the circulation desk to be smaller being supported by self-checkout stations.
- 5 or 7 bin Automated materials handling system
- Exterior book drop adjacent the staff work area and the automated materials handling system (could be walk-up or drive up)
- Additional meeting room space of 700 – 1,000 SF
- Additional 5 – 7 small study rooms of various sizes ranging from 4 – 8 people
- Structural feasibility analysis of adding a second level
- Investigate the cost comparison of:
 - Constructing a second story
 - Purchasing adjacent property and expanding the library
 - Purchasing a new site and building a new library by using the funds from selling the existing building.
 - Partnering analysis of funding, programming, and location collaborations

See more details of the recommendations in the body of this document.



Hunter Library

POTENTIAL COSTS

The market of construction cost has recently gone through an unprecedented surge and is currently in the process of trying to stabilize. These potential costs are based on projects currently being constructed in the current market and do not include inflation and escalation that will continue to occur year to year. It is recommended that costs be re-evaluated yearly to assess their relevance to the ongoing fluctuations in the market place.

NEW BUILDING CONSTRUCTION, 20,000 SF*

- Land Acquisition: varies based on each potential site
- Site Costs: varies based on each potential site
- Total Construction Cost: $\$800 / \text{SF} \times 20,000 \text{ SF} = \$16,000,000$
- FFE (Furniture, Fixtures & Equipment) = \$2,400,000
- Automated Materials Handling System: varies on the manufacturer selected

- 10% Owners Contingency = \$1,600,000
- Owner Soft Costs = \$4,000,000
- Architecture and Engineering Fees \$1,760,000

RENOVATION AND 8,000 SF ADDITION*

- Land Acquisition: if the project expands horizontally, to be determined
- Site Costs: varies based on horizontal or vertical construction
- $\$800 / \text{SF} \times 8,000 \text{ SF} = \$6,400,000$ (horizontal construction)
- $\$950 / \text{SF} \times 8,000 \text{ SF} = \$7,600,000$ (vertical construction estimate, structural evaluation will be needed to confirm cost)
- $\$400 / \text{SF} \times 12,000 \text{ SF} = \$4,800,000$
- Total Construction Cost = \$11,200,000 - \$12,400,000



Stockton Library

**SPACE
NEED**

**FINANCIAL
CAPACITY**

**PROGRAM
NEED**

- FFE (Furniture, Fixtures & Equipment) = \$2,400,000
- Automated Materials Handling System: varies on the manufacturer selected
- 10% Owners Contingency = \$1,120,000 - \$1,240,000
- Owner Soft Costs = \$2,800,000 - \$3,100,000

- Architecture and Engineering Fees \$1,232,000 - \$1,364,000

*Sustainable Resilient Building: Depending on the level of LEED, NetZero or Living Building Certification additional design and construction costs will be incurred.

III FUNDING

It is recommended that local funds be immediately identified and allocated to the library to take advantage of the one-time matching funds being currently funded through the state of California budget.

NEXT STEPS | 10



NEXT STEPS

The recommended next steps in order of execution are as follows:

1. Potential Partner and Location Feasibility Study
2. Real Estate New Site and Adjacent Site Purchase Feasibility Study
3. Second Level Addition Structural Feasibility and Cost Study
4. SEED Certified Community Outreach (Can be completed by a SEED certified architectural firm as a part of the programming and design phases within the above mentioned fee structure)
5. Architectural Programming: Identifying the space needs for activities based on the SEED Certified Community Outreach process
6. Design
7. Construction



Millcreek Library



Mendocino County Library

UKIAH LIBRARY BUDGET SCENARIOS
BOARD OF SUPERVISORS MEETING

APRIL 22, 2025

An aerial photograph of a mountainous landscape, likely in the Sierra Nevada region, showing a winding river and a small town in the distance. The image is dark and serves as a background for the table of contents.

I. ABOUT US

II. CONTEMPORARY LIBRARY TRENDS

A. HISTORIC PRECEDENTS

B. PROGRAMMING

C. CIVIC PRESENCE

III. BUDGET SCENARIOS



I. ABOUT US



- **15 LIBRARY PROJECTS**
- **FROM MOUNTAINS TO THE SEA**
- **FROM 2,000SF TO 40,000SF**
- **CLIENTS INCLUDE SONOMA COUNTY**





North Fork
Library

NORTH FORK LIBRARY



LA SELVA BEACH LIBRARY



PICKLEWEED LIBRARY





CAMPBELL LIBRARY



THE CAROLYN MILLER READING ROOM



FRIENDS OF MICK ROYCE AND THE GARFIELD PARK LIBRARY

GARFIELD PARK LIBRARY



SANTA CRUZ MIXED USE LIBRARY





An aerial photograph of a mountainous landscape. A river flows through the center of the image, winding between the peaks. In the upper right corner, a small town or village is visible, surrounded by a grid-like pattern of fields or roads. The overall color palette is dark green and brown, with a high-contrast, almost monochromatic feel.

II A. HISTORIC PRECEDENTS





Sainte-Geneviève Library | **1821** | **Paris, France**

An aerial photograph of a rugged, mountainous landscape. A river winds through the valley, and a small town is visible in the upper right corner. The terrain is covered in dense vegetation, with varying shades of green and brown.

II B. PROGRAMMING: COLLECTIONS



Face Out Display



Featured Collections





II B. PROGRAMMING: TECHNOLOGY









II B. PROGRAMMING: MULTI-GENERATION





Teen Areas

The background of the slide is a dark, textured aerial photograph of a landscape. It shows a mix of green and brownish-yellow patches, suggesting a combination of forested areas and open land or agricultural fields. A winding river or stream is visible, cutting through the landscape from the top right towards the bottom right. The overall tone is dark and moody.

II B. PROGRAMMING: FLEXIBILITY



Indoor/Outdoor Spaces



Mobile Shelving



Flexible Meeting Areas



Divisible Spaces

The background of the slide is a dark, textured aerial photograph of a landscape. It shows a network of roads, fields, and possibly a river or stream winding through the terrain. The colors are muted greens, browns, and greys, giving it a topographical feel.

II B. PROGRAMMING: DAYLIGHT & VIEWS



Desirable Views





Visual Connectivity

The background of the slide is a dark, high-contrast aerial photograph of a rugged mountain range. A river winds through the valleys, and a small town is visible in the upper right corner. The text is overlaid on the lower half of the image.

II B. PROGRAMMING: OUTDOOR SPACES



Courtyards/Outdoor Spaces



Courtyards/Outdoor Spaces

The background of the slide is a dark, textured aerial map. It shows a complex network of roads, rivers, and land parcels. The colors are muted greens, browns, and greys, giving it a topographical or satellite-like appearance. The text is overlaid on the lower-left portion of this map.

II B. PROGRAMMING: SEATING



Comfortable Seating



Comfortable Seating

The background of the slide is a dark, textured aerial map of a mountainous region. The terrain is rugged with various shades of green and brown, indicating different vegetation and land use. A winding river or road is visible on the right side of the map.

II B. PROGRAMMING: GATHERING



Community Meeting Rooms



Informal Meeting Spaces



II C. CIVIC PRESENCE





KEW GARDENS LIBRARY



LEDING LIBRARY





ATHERTON LIBRARY

The background of the slide is a dark, high-contrast aerial photograph of a rugged landscape. It shows a network of roads, rivers, and various land parcels. The colors are muted, with dark greens, browns, and greys, giving it a textured, almost topographical appearance.

III. BUDGET SCENARIOS

KEY ASSUMPTION

- BUDGET SCENARIOS BASED ON **MARKET DATA**, NOT A SPECIFIC DESIGN CONCEPT.

SCENARIO A

3 YEARS ESCALATION

PURCHASE OF ADJACENT OR SIMILAR PROPERTY

DEMOLISH BUILDING ON PURCHASED PROPERTY

NEW 20,000SF LIBRARY ON PURCHASED PROPERTY

ABANDON EXISTING LIBRARY

SCENARIO A

Property Acquisition	\$1,295,000
Entitlements & Permits	\$436,325
Design, Planning and Management	\$3,955,382
Construction and Related Costs	\$30,463,050
Telephone and Data Systems	\$100,000
Furnishings, Fixtures and Equipment	\$772,500
Audio Visual and Security	\$65,000
Owner Costs	\$65,000
Project Contingency	\$1,484,589
TOTAL BUDGET	\$38,636,845

SCENARIO B

3 YEARS ESCALATION

PURCHASE CURRENT LIBRARY PROPERTY

DEMOLISH EXISTING LIBRARY BUILDING

NEW 20,000SF LIBRARY ON CURRENT PROPERTY

SCENARIO B

Property Acquisition	\$632,000
Entitlements & Permits	\$436,670
Design, Planning and Management	\$3,958,720
Construction and Related Costs	\$30,420,385
Telephone and Data Systems	\$100,000
Furnishings, Fixtures and Equipment	\$772,500
Audio Visual and Security	\$65,000
Owner Costs	\$105,000
Project Contingency	\$1,381,841
TOTAL BUDGET	\$37,872,116

KEY BUDGET TAKEAWAYS

- NEW 20,000SF LIBRARY IS +/- \$38M
- ESCALATION COSTS +/- \$2M/YR
- BUDGETS ARE APPLICABLE TO SIMILAR SITES

JAYSON
ARCHITECTURE



QUESTIONS?



Mendocino County Board of Supervisors Agenda Summary

Item #: 4i)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Sara Pierce

Phone: 707-463-4441

Department Contact: Doug Anderson

Phone: 707-234-6054

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Direction to Staff to Proceed with the Willits Library Roof and Solar Project in Phases, Beginning with the Roof Replacement as Required by The California Public Contract Code, and Direction to Staff to Bring Back the Solar and Battery Options and Analyses for Future Direction
(Sponsor: Executive Office)

Recommended Action/Motion:

Direct staff to proceed with the Willits Library Roof and Solar Project in phases, beginning with the roof replacement as required by the California Public Contract Code, and direct staff to bring back the solar and battery options and analyses for future direction.

Previous Board/Board Committee Actions:

During the August 3, 2021, Board of Supervisors Meeting the Mendocino County Board of Supervisors signed Resolution No. 21-117 declaring its intent to reduce and eliminate the carbon footprint of buildings and operations of the County of Mendocino, with an initial investment of at least \$2,000,000. Among the resolutions was direction to staff to leverage this investment with grants and low interest financing resources.

During the December 7, 2021 Board of Supervisors Meeting the Board of Supervisors accepted a presentation including a preliminary audit of County Facilities and recommended energy efficiency, solar, fleet electrification, and a microgrid pilot project at the Willits Library.

During the December 6, 2022 Board of Supervisors meeting the Board of Supervisors approved the Building Forward, Library Infrastructure Grant agreement with the California State Library specifically for the Willits Library roof replacement and solar-battery back-up system project in the amount of \$247,040.

During the July 25, 2023, Board of Supervisors meeting the Board of Supervisors accepted the proposed Carbon Footprint Reduction Priority Plan and approved the priority projects identified for funding with the Carbon Reduction Funds in the amount of \$1,000,000.

During the September 10, 2024, Board of Supervisors Meeting, the Board of Supervisors awarded the Energy Services Company (ESCO) Request for Proposals to Ameresco and approved a Project Development Agreement (PDA) with Ameresco to complete Investment Grade Audits for the development of Energy Savings Projects at selected County facilities.

Item #: 4i)

During the December 17, 2024 Board of Supervisors Meeting the Board of Supervisors expressed support for the Willits Library project and directed staff to proceed with the Metal Roof option and include the solar component, while requesting additional information and options for the Battery Energy Storage System (BESS) component.

Summary of Request:

During the December 17, 2024 Board of Supervisors Meeting the Board of Supervisors expressed support for the Willits Library project and directed staff to proceed with the Metal Roof option and include the solar component, while requesting additional information and options for the BESS component. Staff have been working over the past several months to gather additional information and options for the BESS, as well as more complete cash flow analyses for the project as a whole.

Ameresco was able to provide two alternatives for the BESS component; the first alternative being a smaller battery of 30 kW, 40kWh battery, vs. the initial 40 kW, 122kWh battery, and the second alternative being a 50 kW generator.

Ameresco also provided a detailed Schedule of Values and various cash flow analyses for staff for review. The cash flow for option 1, the larger BESS, had a payback period of 40+ years, which included adding in another battery, at a much lower cost, in year 15. The cash flow for option 2 with the smaller battery, had a very similar outcome, also over 40 years.

The original intent of the County was to proceed with this project following Government Code Section 4217.12 which reads as follows:

- (a) Notwithstanding any other provision of law, a public agency may enter into an energy service contract and any necessarily related facility ground lease on terms that its governing body determines are in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds:
 - (1) That the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases.
 - (2) That the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.
- (b) State agency heads may make these findings without holding a public hearing.

The primary finding to be met for the Willits Library project is that of subdivision (a)(1), as the project does not require any facility ground lease to assist with financing.

The finding required under Section 4217.12(a)(1) is to be applied to the project as a whole, and the County must show that the anticipated cost of the project will be less than the anticipated cost of energy that would have been consumed without the project. Staff reviewed the project utilizing the larger battery and then again using the smaller battery option. A significant issue is that two of the three components of the project, the metal roof and the BESS, are a large portion of the cost but do not provide much in the way of energy savings.

Item #: 4i)

Due to various factors including, the payback periods as shown in the cash flow analyses, additional costs associated with preventative maintenance required for the solar panels, the unknown costs related to tariffs, and the uncertainty around the incentive program administered under the current federal administration, staff has determined the County is unable to justify the finding required under Section 4217.12.

Staff is seeking direction from the Board to proceed with the project in phases, beginning with the roof replacement as required by the California Public Contract Code. Proceeding under this direction will potentially increase the cost of the project, as the grant funds are for the entire project and may not be able to be separated into phases. Staff is in communication with the State to determine if budget and project amendments are an option. Staff is also seeking direction from the Board to bring back the solar and battery options and analyses for future direction and option to incorporate into the larger Countywide scope.

Alternative Action/Motion:

Do not approve and provide alternative action.

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: Measure O - Library Capital Fund

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: No

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Direction Given to Staff**



County of Mendocino
Willits Library Project
Option 1 - Battery 40 kW, 122kWH

40 Year- PV+BESS+Roof, O&Maverage maintenance cost for roof over last 2 years, BESS replaced at year 16, material cost escalated at 3% per year for that value, Assuming PV and 2 BESS last 30 years

YR	Principal	Payment	Balance	Guaranteed Energy Savings	Operating and Maint. (O&M)	RECs and Incentives	Total Savings	M & V	Assets Planner Software Suite	BESS Subscription	O&M	Total Costs	Net Savings	Cumulative Cost/Savings
0	\$957,320													
		\$0	\$957,320											\$ (957,320)
1	\$957,320	\$957,320	\$0	\$12,669	\$2,596	\$247,040	\$262,305	-\$4,900	-\$1,343	-\$3,543	-\$6,057	-\$15,842	\$246,463	-\$710,857
2	\$0	\$0	\$0	\$13,303	\$2,673	\$140,346	\$156,322	-\$5,047	-\$1,383	-\$3,543	-\$6,238	-\$16,211	\$140,111	-\$570,746
3	\$0	\$0	\$0	\$13,968	\$2,754	\$0	\$16,722	-\$5,198	-\$1,425	-\$3,649	-\$6,425	-\$16,698	\$24	-\$570,722
4	\$0	\$0	\$0	\$14,666	\$2,836	\$0	\$17,503		-\$1,467	-\$3,759	-\$6,618	-\$11,844	\$5,658	-\$565,064
5	\$0	\$0	\$0	\$15,400	\$2,921	\$0	\$18,321		-\$1,511	-\$3,871	-\$6,817	-\$12,199	\$6,122	-\$558,942
6	\$0	\$0	\$0	\$16,170	\$3,009	\$0	\$19,179		-\$1,557	-\$3,988	-\$7,021	-\$12,565	\$6,613	-\$552,329
7	\$0	\$0	\$0	\$16,978	\$3,099	\$0	\$20,077		-\$1,603	-\$4,107	-\$7,232	-\$12,942	\$7,135	-\$545,194
8	\$0	\$0	\$0	\$17,827	\$3,192	\$0	\$21,019		-\$1,652	-\$4,230	-\$7,449	-\$13,331	\$7,689	-\$537,506
9	\$0	\$0	\$0	\$18,718	\$3,288	\$0	\$22,006		-\$1,701	-\$4,357	-\$7,672	-\$13,731	\$8,276	-\$529,230
10	\$0	\$0	\$0	\$19,654	\$3,387	\$0	\$23,041		-\$1,752	-\$4,488	-\$7,902	-\$14,142	\$8,898	-\$520,332
11	\$0	\$0	\$0	\$20,637	\$3,488	\$0	\$24,125		-\$1,805	-\$4,623	-\$8,139	-\$14,567	\$9,558	-\$510,773
12	\$0	\$0	\$0	\$21,669	\$3,593	\$0	\$25,262		-\$1,859	-\$4,761	-\$8,384	-\$15,004	\$10,258	-\$500,515
13	\$0	\$0	\$0	\$22,752	\$3,701	\$0	\$26,453		-\$1,915	-\$4,904	-\$8,635	-\$15,454	\$10,999	-\$489,516
14	\$0	\$0	\$0	\$23,890	\$3,812	\$0	\$27,701		-\$1,972	-\$5,051	-\$8,894	-\$15,917	\$11,784	-\$477,732
15	\$0	\$0	\$63,008	\$25,084	\$3,926	\$0	\$29,010		-\$2,031	-\$5,203	-\$9,161	-\$16,395	\$12,615	-\$465,117
16	\$63,008	\$63,008	\$0	\$26,338	\$4,044	\$0	\$30,382		-\$2,092	-\$5,359	-\$9,436	-\$16,887	\$13,495	-\$451,622
17	\$0	\$0	\$0	\$27,655	\$4,165	\$0	\$31,821		-\$2,155	-\$5,520	-\$9,719	-\$17,393	\$14,427	-\$500,202
18	\$0	\$0	\$0	\$29,038	\$4,290	\$0	\$33,328		-\$2,220	-\$5,685	-\$10,010	-\$17,915	\$15,413	-\$484,789
19	\$0	\$0	\$0	\$30,490	\$4,419	\$0	\$34,909		-\$2,286	-\$5,856	-\$10,311	-\$18,453	\$16,456	-\$468,333
20	\$0	\$0	\$0	\$32,015	\$4,551	\$0	\$36,566		-\$2,355	-\$6,031	-\$10,620	-\$19,006	\$17,560	-\$450,774
21	\$0	\$0	\$0	\$33,615	\$4,688	\$0	\$38,303		-\$2,425	-\$6,212	-\$10,939	-\$19,576	\$18,727	-\$432,047
22	\$0	\$0	\$0	\$35,296	\$4,829	\$0	\$40,125		-\$2,498	-\$6,399	-\$11,267	-\$20,164	\$19,961	-\$412,086
23	\$0	\$0	\$0	\$37,061	\$4,973	\$0	\$42,034		-\$2,573	-\$6,591	-\$11,605	-\$20,769	\$21,266	-\$390,820
24	\$0	\$0	\$0	\$38,914	\$5,123	\$0	\$44,037		-\$2,650	-\$6,788	-\$11,953	-\$21,392	\$22,645	-\$368,176
25	\$0	\$0	\$0	\$40,860	\$5,276	\$0	\$46,136		-\$2,730	-\$6,992	-\$12,312	-\$22,034	\$24,102	-\$344,073
26	\$0	\$0	\$0	\$42,903	\$5,435	\$0	\$48,337		-\$2,812	-\$7,202	-\$12,681	-\$22,695	\$25,643	-\$318,430
27	\$0	\$0	\$0	\$45,048	\$5,598	\$0	\$50,645		-\$2,896	-\$7,418	-\$13,061	-\$23,375	\$27,270	-\$291,160
28	\$0	\$0	\$0	\$47,300	\$5,766	\$0	\$53,066		-\$2,983	-\$7,640	-\$13,453	-\$24,077	\$28,989	-\$262,171
29	\$0	\$0	\$0	\$49,665	\$5,939	\$0	\$55,604		-\$3,072	-\$7,870	-\$13,857	-\$24,799	\$30,805	-\$231,367
30	\$0	\$0	\$0	\$52,148	\$6,117	\$0	\$58,265		-\$3,165	-\$8,106	-\$14,273	-\$25,543	\$32,722	-\$198,644
31					\$6,300		\$6,300				-\$14,701	-\$14,701	-\$8,401	-\$207,045
32					\$6,489		\$6,489				-\$15,142	-\$15,142	-\$8,653	-\$215,697
33					\$6,684		\$6,684				-\$15,596	-\$15,596	-\$8,912	-\$224,610
34					\$6,884		\$6,884				-\$16,064	-\$16,064	-\$9,179	-\$233,789
35					\$7,091		\$7,091				-\$16,546	-\$16,546	-\$9,455	-\$243,244
36					\$7,304		\$7,304				-\$17,042	-\$17,042	-\$9,738	-\$252,982
37					\$7,523		\$7,523				-\$17,553	-\$17,553	-\$10,031	-\$263,013
38					\$7,748		\$7,748				-\$18,080	-\$18,080	-\$10,332	-\$273,345
39					\$7,981		\$7,981				-\$18,622	-\$18,622	-\$10,642	-\$283,986
40					\$8,220		\$8,220				-\$19,181	-\$19,181	-\$10,961	-\$294,947
Total	\$1,020,328	\$1,020,328	\$63,008	\$841,731	\$195,712	\$387,386	\$1,424,828	-\$15,145	-\$63,887	-\$163,747	-\$456,668	-\$699,447	\$725,381	

County of Mendocino
Willits Library Project
Option 2 - Battery 30 kW, 40kWh

40 Year- PV+BESS+Roof, O&Maverage maintenance cost for roof over last 2 years, BESS replaced at year 16, material cost escalated at 3% per year for that value, Assuming PV and 2 BESS last 30 years

YR	Principal	Payment	Balance	Guaranteed Energy Savings	Operating and Maint. (O&M)	RECs and Incentives	Total Savings	M & V	Assets Planner Software Suite	BESS Subscription	O&M	Total Costs	Net Savings	Cumulative Cost/Savings
0	\$847,009													
		\$0	\$ 847,009											\$ (847,009)
1	\$847,009	\$847,009	\$0	\$12,669	\$2,596	\$247,040	\$262,305	-\$4,900	-\$1,343	-\$3,543	-\$6,057	-\$15,842	\$246,463	-\$600,546
2	\$0	\$0	\$0	\$13,303	\$2,673	\$101,909	\$117,886	-\$5,047	-\$1,383	-\$3,543	-\$6,238	-\$16,211	\$101,674	-\$498,872
3	\$0	\$0	\$0	\$13,968	\$2,754	\$0	\$16,722	-\$5,198	-\$1,425	-\$3,649	-\$6,425	-\$16,698	\$24	-\$498,848
4	\$0	\$0	\$0	\$14,666	\$2,836	\$0	\$17,503		-\$1,467	-\$3,759	-\$6,618	-\$11,844	\$5,658	-\$493,190
5	\$0	\$0	\$0	\$15,400	\$2,921	\$0	\$18,321		-\$1,511	-\$3,871	-\$6,817	-\$12,199	\$6,122	-\$487,068
6	\$0	\$0	\$0	\$16,170	\$3,009	\$0	\$19,179		-\$1,557	-\$3,988	-\$7,021	-\$12,565	\$6,613	-\$480,455
7	\$0	\$0	\$0	\$16,978	\$3,099	\$0	\$20,077		-\$1,603	-\$4,107	-\$7,232	-\$12,942	\$7,135	-\$473,320
8	\$0	\$0	\$0	\$17,827	\$3,192	\$0	\$21,019		-\$1,652	-\$4,230	-\$7,449	-\$13,331	\$7,689	-\$465,631
9	\$0	\$0	\$0	\$18,718	\$3,288	\$0	\$22,006		-\$1,701	-\$4,357	-\$7,672	-\$13,731	\$8,276	-\$457,356
10	\$0	\$0	\$0	\$19,654	\$3,387	\$0	\$23,041		-\$1,752	-\$4,488	-\$7,902	-\$14,142	\$8,898	-\$448,457
11	\$0	\$0	\$0	\$20,637	\$3,488	\$0	\$24,125		-\$1,805	-\$4,623	-\$8,139	-\$14,567	\$9,558	-\$438,899
12	\$0	\$0	\$0	\$21,669	\$3,593	\$0	\$25,262		-\$1,859	-\$4,761	-\$8,384	-\$15,004	\$10,258	-\$428,641
13	\$0	\$0	\$0	\$22,752	\$3,701	\$0	\$26,453		-\$1,915	-\$4,904	-\$8,635	-\$15,454	\$10,999	-\$417,642
14	\$0	\$0	\$0	\$23,890	\$3,812	\$0	\$27,701		-\$1,972	-\$5,051	-\$8,894	-\$15,917	\$11,784	-\$405,858
15	\$0	\$0	\$63,008	\$25,084	\$3,926	\$0	\$29,010		-\$2,031	-\$5,203	-\$9,161	-\$16,395	\$12,615	-\$393,243
16	\$63,008	\$63,008	\$0	\$26,338	\$4,044	\$0	\$30,382		-\$2,092	-\$5,359	-\$9,436	-\$16,887	\$13,495	-\$379,747
17	\$0	\$0	\$0	\$27,655	\$4,165	\$0	\$31,821		-\$2,155	-\$5,520	-\$9,719	-\$17,393	\$14,427	-\$428,328
18	\$0	\$0	\$0	\$29,038	\$4,290	\$0	\$33,328		-\$2,220	-\$5,685	-\$10,010	-\$17,915	\$15,413	-\$412,915
19	\$0	\$0	\$0	\$30,490	\$4,419	\$0	\$34,909		-\$2,286	-\$5,856	-\$10,311	-\$18,453	\$16,456	-\$396,459
20	\$0	\$0	\$0	\$32,015	\$4,551	\$0	\$36,566		-\$2,355	-\$6,031	-\$10,620	-\$19,006	\$17,560	-\$378,899
21	\$0	\$0	\$0	\$33,615	\$4,688	\$0	\$38,303		-\$2,425	-\$6,212	-\$10,939	-\$19,576	\$18,727	-\$360,172
22	\$0	\$0	\$0	\$35,296	\$4,829	\$0	\$40,125		-\$2,498	-\$6,399	-\$11,267	-\$20,164	\$19,961	-\$340,212
23	\$0	\$0	\$0	\$37,061	\$4,973	\$0	\$42,034		-\$2,573	-\$6,591	-\$11,605	-\$20,769	\$21,266	-\$318,946
24	\$0	\$0	\$0	\$38,914	\$5,123	\$0	\$44,037		-\$2,650	-\$6,788	-\$11,953	-\$21,392	\$22,645	-\$296,301
25	\$0	\$0	\$0	\$40,860	\$5,276	\$0	\$46,136		-\$2,730	-\$6,992	-\$12,312	-\$22,034	\$24,102	-\$272,199
26	\$0	\$0	\$0	\$42,903	\$5,435	\$0	\$48,337		-\$2,812	-\$7,202	-\$12,681	-\$22,695	\$25,643	-\$246,556
27	\$0	\$0	\$0	\$45,048	\$5,598	\$0	\$50,645		-\$2,896	-\$7,418	-\$13,061	-\$23,375	\$27,270	-\$219,286
28	\$0	\$0	\$0	\$47,300	\$5,766	\$0	\$53,066		-\$2,983	-\$7,640	-\$13,453	-\$24,077	\$28,989	-\$190,297
29	\$0	\$0	\$0	\$49,665	\$5,939	\$0	\$55,604		-\$3,072	-\$7,870	-\$13,857	-\$24,799	\$30,805	-\$159,492
30	\$0	\$0	\$0	\$52,148	\$6,117	\$0	\$58,265		-\$3,165	-\$8,106	-\$14,273	-\$25,543	\$32,722	-\$126,770
31					\$6,300		\$6,300				-\$14,701	-\$14,701	-\$8,401	-\$135,171
32					\$6,489		\$6,489				-\$15,142	-\$15,142	-\$8,653	-\$143,823
33					\$6,684		\$6,684				-\$15,596	-\$15,596	-\$8,912	-\$152,735
34					\$6,884		\$6,884				-\$16,064	-\$16,064	-\$9,179	-\$161,915
35					\$7,091		\$7,091				-\$16,546	-\$16,546	-\$9,455	-\$171,369
36					\$7,304		\$7,304				-\$17,042	-\$17,042	-\$9,738	-\$181,108
37					\$7,523		\$7,523				-\$17,553	-\$17,553	-\$10,031	-\$191,139
38					\$7,748		\$7,748				-\$18,080	-\$18,080	-\$10,332	-\$201,470
39					\$7,981		\$7,981				-\$18,622	-\$18,622	-\$10,642	-\$212,112
40					\$8,220		\$8,220				-\$19,181	-\$19,181	-\$10,961	-\$223,072
Total	\$910,017	\$910,017	\$63,008	\$841,731	\$195,712	\$348,949	\$1,386,391	-\$15,145	-\$63,887	-\$163,747	-\$456,668	-\$699,447	\$686,945	



Mendocino County Board of Supervisors Agenda Summary

Item #: 4j)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

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

Recommended Action/Motion:

Accept the Chief Executive Officer's report.

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: April 22, 2025



The CEO Report

Darcie Antle
April 22, 2025

Government

Departments

Residents

Business

April is Alcohol Awareness Month

April is **Alcohol Awareness Month**, established in 1987 by the National Council on Alcoholism and Drug Dependency to raise awareness nationally and locally. It is estimated that 178,000 people die from alcohol related causes annually making it the leading preventable cause of death in the United States. Young people who begin drinking before the age of 15 years old are significantly more likely to develop an alcohol dependence than those that begin drinking after the age of 18 years old. Signs of alcohol misuse include drinking more or longer than you intended, being unable to reduce or stop drinking, needing to drink more to get the desired effect from drinking, loved ones making comments about your drinking, spending a lot of time thinking about drinking, consequences from drinking interfering in your life such as legal problems, impact on family relationships, not engaging in social environments in order to drink or recover from drinking, withdrawal symptoms impacting ability to go to work, school, or other typical activities.

During the month of April, BHRS is raising awareness of alcohol use, misuse, and abuse, and also sharing resources for education and treatment about substance use treatment and prevention. BHRS has recognized April is Alcohol Awareness Month for over 15 Years as a time to raise awareness and understanding of alcohol use and misuse.

BHRS & PH will be in the community at several events including but not limited to: the CFHL Tribal Symposium on April 9th, Coyote Valley's Spirit Run on April 12th, Native Roots event and Mendocino College on April 18th, Coyote Valley Earth Day on April 19th, City of Ukiah Earth Day on April 19th, Dia del Nino in Ukiah on April 27th.

If you or someone you know is struggling with alcohol misuse, call Mendocino County Behavioral Health and Recovery Services Substance Use Disorder Treatment (SUDT) services at : 1-800-765-9703/TTY: 1-800- 735-2929 or 711.

Call or stop by a nearest office to you for Substance Use Disorder Treatment services at:

- 1120 South Dora Street Ukiah, CA 95482 Phone: 707-472-2637
- 125 E. Commercial Street Willits, CA 95490 Phone: 707-472-2637
- 790 S. Franklin Street Fort Bragg, CA 95437 Phone: 707-961-2665

Learn more at www.mendocinocounty.gov/departments/behavioral-health-and-recovery-services/substance-use

Mendocino County Strategic Plan

In May 2022, the Mendocino County Board of Supervisors approved the first five-year strategic plan that will help guide the critical decisions the Board of Supervisors will face over the next five years with the ultimate goal of improving the quality of life for County residents. Departmental reporting will align with the strategic plan.

Click [HERE](#) to download the Strategic Plan.

Departments and Divisions

Agriculture

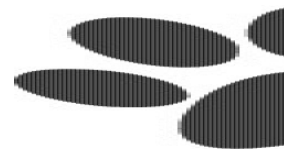
Agriculture/Weights & Measures is excited to announce the soft Spring release of our new and improved Department website. This new website is a work in progress. We still need to add Mendocino County photographs and welcome any photos you would like to share of Agriculture or Weights & Measures activities in Mendocino County. Another exciting option is the new Ag E-Notification email alert function. More new and exciting features to come. Scan the QR code in the link below to register and receive timely email alerts related to the department. Send Department Website suggestions to agcomm@mendocinocounty.gov.

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

Animal Care Services

The Animal Care Services program areas include: Shelter, Clinic & Animal Protection Services; these programs provide animal education outreach, adoption, volunteer opportunities, fostering, lost & found services, feral cat trap-neuter-return programs, dog licensing, low cost spay & neuter, veterinary care, animal health education, rabies vaccinations, micro-chipping, impounding lost & stray animals, responding to injured-ill and suspected cruelty complaints and promoting responsible pet ownership.

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



Behavioral Health & Recovery Services

Behavioral Health and Recovery Services and Public Health will be in the community to share education and resources around awareness raising and prevention resources at several events including but not limited to: The CFHL Tribal Symposium on April 9th, Coyote Valley's Spirit Run on April 12th, Native Roots event and Mendocino College on April 18th, Coyote Valley Earth Day on April 19th, City of Ukiah Earth Day on April 19th, and Dia del Nino in Ukiah on April 27th.

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



Cannabis

In March 2025, Mendocino Cannabis Department ("MCD") reviewed and granted local authorization for 16 active local Cannabis Cultivation Business License ("CCBL") applications. In addition to this review, MCD concluded Local Jurisdiction Assistance Grant Program ("LJAGP") expenditures, including direct grant disbursements to assist local cultivators transition from State Provisional to State Annual licenses. Below are several key accomplishments of MCD in March of 2025:

- Issued and renewed approximately 122,000 square feet of commercial cannabis cultivation in Mendocino County
- Completed 16 inspections of proposed or existing CCBL sites
- Streamlined the Accela Citizen Access Portal, which went live on March 31, 2025.

CCBL applicants and licensees can find new Accela How-Tos [HERE](#).
For more information on MCD's Monthly Activity, please click [HERE](#).

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

Employee Benefits

On May 15, Employee Health Benefits, Wellness, and Retirement will be hosting an informative webinar, "[Your Benefits, Your Future: Health, Wellness, and Security in One Place!](#)" This webinar will explore the resources available to support your well-being and financial health. Click the webinar name to register now or [HERE](#) to read more.

Employee Wellness

The County of Mendocino is committed to ensuring that its employees are well-informed about their benefits. To support this, we offer training sessions

designed to educate staff on their Health, Wellness, and Retirement benefits. Additionally, the County aims to increase awareness of the Employee Assistance Program, which provides valuable resources, including access to free and discounted legal services.

For more information about our upcoming training on May 15th and details on the Employee Assistance Program, click [HERE](#).

Environmental Health

In March, Environmental Health's administrative team provided front counter support to 47 customers and processed a high volume of permits, public records requests, and annual payments. The Land Use Program managed multiple site evaluations, well applications, and building permits, despite operating with a 60% vacancy rate. Consumer Protection completed 45 facility inspections and processed various permits with a 75% vacancy rate. CUPA has completed 73% of its annual inspection goal despite staffing shortages, while the LEA Program is near its yearly target with no current vacancies. The department is also progressing on initiatives to relocate the Fort Bragg office and digitize Land Use and Consumer Protection files, which will improve efficiency and service delivery.



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

Executive Office - Contract Unit

The Contract Unit works directly with departments Countywide to execute contracts and amendments to ensure alignment with County Policy. All review/approval processes are administered through Cobblestone, an electronic contract review software platform. Specific reviewers/approvers are determined by the Mendocino County Purchasing, Leasing and Contracting Policy (Policy No. 1).

Mendocino County maintains a publicly accessible portal where contracts can be viewed. The initial search screen of the portal allows users to search all the County's contracts by Department, Contract Number, Approving Authority, Contractor, and/or Keyword. The list generated by the initial search request can be further refined if needed.

<https://contracts.mendocinocounty.org>

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

Executive Office - Economic Development



The Economic Development Division's role is to implement the priorities the Board of Supervisors' strategic plan for a thriving economy. In March, the Division began its Economic Development by Industry Sector Meetings, with Behavioral Health and Cannabis Industry on March 3 and March 27 respectively.

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

Executive Office - Grants Unit

The newly established Grants Unit, located within the Executive Office and staffed by 1 FTE, is committed to advancing County objectives by optimizing the impact of grant funding. This is accomplished through the identification of optimal funding opportunities and the implementation of efficient grant administration, as well as the development of long-term capacity. The unit is responsible for securing and managing external funding to support various county initiatives. Currently, it is overseeing 12 active grants, which have a total value of \$15,756,566.64. Furthermore, the unit offers technical assistance to County departments to enhance their grant-related efforts.

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

Facilities and Fleet

Facilities and Fleet Mission: To provide an accessible, efficient, safe, clean and comfortable working environment for all employees and general public who use our buildings and properties.



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

Click [HERE](#) for updates on telematics, County fleet and fuel consumption, County wide utility consumption, capital improvement projects, disaster/emergency preparedness activities, and facilities statistics.

Library

April hosts National Library Week. 2025's theme is, "Drawn to the Library." Millions of people visit their libraries every week. What's the draw? Everything. Celebration days include Monday, April 7: [Right to Read Day](#), a day for readers, advocates, and library lovers to take action to protect, defend, and celebrate the right to read. The American Library Association (ALA) kicks off National Library Week with the release of its [State of America's Libraries Report](#), including the list of Top Ten Most Challenged Books of 2024. Tuesday, April 8: [National Library](#)

Workers Day, a day for library staff, users, administrators, and Friends groups to recognize the valuable contributions made by all library workers. Wednesday, April 9: **National Library Outreach Day** (formerly National Bookmobile Day), a day to celebrate library outreach and the dedicated library professionals who are meeting their patrons where they are. Thursday, April 10: **Take Action for Libraries Day**, a day to rally advocates to support libraries.

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



Museum

Mendocino County Museum staff are changing things up! Our next exhibit, Take Me to the Water: Histories of the Black Pacific, will be on exhibit in our main galleries in June. Visitors will be seeing lots of changes as we prepare for this exciting new loan from Exhibit Envoy. The

Museum has numerous programs and activities planned throughout the fall!

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

Office of Emergency Services

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

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

Planning and Building

The Planning and Building Services Department continues to work on the County's Strategic Plan objectives while focusing on four primary internal goals: establishing tools to measure success, documenting and improving Department procedures, enhancing the customer experience, and cultivating a structured and productive workplace culture.



The Department's tool for measuring basic performance criteria, and thereby measuring success, is monthly metric reports, which are posted monthly to the Planning and Building Services Department webpage. These reports quantify revenue vs. expense, applications received, workload inventory, and lead time for completion. The metrics are separated by division.

Please go to <https://www.mendocinocounty.gov/departments/planning-building-services/metrics-and-permits> for the latest metrics.

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

Prevention, Recovery, Resiliency, & Mitigation

The Prevention, Recovery, Resiliency, and Mitigation (PRRM) Division (formerly Disaster Recovery) within the Executive Office was created in 2018 to work directly with state, federal, and local partners in the physical and financial recovery of the County. The Division works across public and private sectors to ensure unmet needs are being addressed within the community and uses a Whole Community Approach in planning for disaster and developing community resilience.

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



Public Health

April 21-28, is National Infant Immunization Week and April 24-30, is World Immunization Week.

Throughout the month of April, Public Health is raising awareness about the importance for infants, adolescents and all ages to stay up to date on their recommended vaccines.

For more information and resources about vaccinations please visit www.mendocinocounty.gov/departments/public-health/nursing/vaccines

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

Social Services

In honor of Social Work Appreciation Month, the Department of Social Services was pleased to share multiple stories of social workers making a difference throughout Mendocino County. Click on the full report to see each article published.

With the continued aging of the population of the United States, an increased number of individuals find themselves needing assistance to remain safely in their homes. In response to this need, IHSS has seen a 13% increase in aged and or disabled individuals utilizing the service over the last year, serving a total of 2,304 recipients as of January 2025. Click to see the full report and find helpful information on becoming an IHSS provider.

Lastly, CalFresh EBT cardholders in California are currently receiving new chip and tap EBT cards in the mail or from their local county office. More than 3.2 million chip and tap EBT cards statewide are set to be distributed through June

2025. Click on the full report for helpful links to learn more.

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

UC Extension

The University of California Cooperative Extension (UCCE) North Coast Viticulture program is committed to supporting grape growers across Mendocino County through research-driven resources, practical education, and strong community engagement. Our recent activities reflect this ongoing mission, with a growing suite of events and tools tailored to meet the evolving needs of local viticulturists. As we continue into 2025, our program has seen a notable increase in both participation and interest—demonstrating a strong appetite for continuing education and collaboration within the industry. The following highlights showcase some of our most recent efforts to serve Mendocino’s grape-growing community.



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

Water Agency

Mendocino County Invites Public Input on Draft Drought Resilience Plan

The Mendocino County Water Agency (MCWA) has released a draft Drought Resilience Plan (DRP) and is inviting public comment through April 25, 2025. Developed to strengthen the County’s preparedness and response to drought, the plan outlines both long-term strategies and emergency actions to protect vulnerable communities and water systems. Public feedback is a critical part of finalizing this important document, which will guide local efforts to improve water security in the face of increasingly frequent drought conditions.

Download Press Release [HERE](#)...



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Reporte del CEO

Darcie Antle
Abril 22, 2025

Gobierno

Departamentos

Residentes

Negocio

Abril es el Mes de Concientización sobre el Alcohol

Abril es el Mes de Concientización sobre el Alcohol, establecido en 1987 por el Consejo Nacional sobre Alcoholismo y Farmacodependencia para generar conciencia a nivel nacional y local. Se estima que 178,000 personas mueren anualmente por causas relacionadas con el alcohol, lo que lo convierte en la principal causa de muerte prevenible en Estados Unidos. Los jóvenes que comienzan a beber antes de los 15 años tienen una probabilidad significativamente mayor de desarrollar una dependencia del alcohol que aquellos que comienzan a beber después de los 18 años. Los signos de abuso de alcohol incluyen beber más o por más tiempo del que pretendía, no poder reducir o dejar de beber, necesitar beber más para obtener el efecto deseado, pasar mucho tiempo pensando en beber, las consecuencias del consumo de alcohol que interfieren en su vida como problemas legales, impacto en las relaciones familiares, no participar en entornos sociales para beber o recuperarse del consumo, síntomas de abstinencia que afectan la capacidad para ir al trabajo, la escuela u otras actividades típicas.

Durante abril, BHRS concientiza sobre el consumo, abuso y abuso de alcohol, y ofrece recursos para la educación y el tratamiento de sustancias. BHRS ha reconocido abril como el Mes de la Concientización sobre el Alcohol durante más de 15 años como un momento para concientizar y comprender el consumo y abuso de alcohol. BHRS y PH estarán presentes en la comunidad en varios eventos, entre ellos: el Simposio Tribal de CFHL el 9 de Abril, la Carrera del Espíritu de Coyote Valley el 12 de abril, el evento "Raíces Nativas" y Mendocino College el 18 de abril, el Día de la Tierra de Coyote Valley el 19 de Abril, el Día de la Tierra de la Ciudad de Ukiah el 19 de abril y el Día del Niño en Ukiah el 27 de abril.

Si usted o alguien que conoce tiene problemas con el consumo indebido de alcohol, llame a los Servicios de Salud Conductual y Recuperación del Condado de Mendocino (SUDT) al 1-800-765-9703/TTY: 1-800-735-2929 o 711.

Llame o visite la oficina más cercana para obtener servicios de tratamiento para el abuso de sustancias:

- 1120 South Dora Street, Ukiah, CA 95482, Teléfono: 707-472-2637
- 125 E. Commercial Street, Willits, CA 95490, Teléfono: 707-472-2637
- 790 S. Franklin Street Fort Bragg, CA 95437 Phone: 707-961-2665

Obtenga más información en: www.mendocinocounty.gov/departments/behavioral-health-and-recovery-services/substance-use

Plan Estrategico del Condado De Mendocino

En Mayo de 2022, la Junta de Supervisores del Condado de Mendocino aprobó el primer plan estratégico de cinco años que ayudará a guiar las decisiones críticas que enfrentará la Junta de Supervisores durante los próximos cinco años con el objetivo final de mejorar la calidad de vida de los residentes del Condado. Los informes departamentales se alinearán con el plan estratégico.

¡Haga clic [AQUI](#) para descargar el Plan Estratégico.

Departamentos y Divisiones

Agricultura

Agricultura/Pesas y Medidas se complace en anunciar el lanzamiento preliminar de primavera de nuestro nuevo y mejorado sitio web del Departamento. Este nuevo sitio web está en desarrollo. Aún necesitamos agregar fotografías del Condado de Mendocino y agradecemos cualquier foto que desee compartir de las actividades de Agricultura o de Pesas y Medidas en el Condado de Mendocino. Otra opción interesante es la nueva función de alertas por correo electrónico de Ag E-Notification. Próximamente se añadirán más funciones nuevas y emocionantes. Escanee el código QR en el reporte para registrarse y recibir alertas por correo electrónico relacionadas con el departamento. Envíe sus sugerencias sobre el sitio web del Departamento a agcomm@mendocinocounty.gov.

Haga clic [AQUI](#) para leer más...

Beneficios de Salud para Empleados



El 15 de mayo, el Departamento de Beneficios de Salud, Bienestar y Jubilación de Empleados ofrecerá un seminario web informativo: "**Sus beneficios, su futuro: ¡Salud, bienestar y seguridad en un solo lugar!**". Este seminario web explorará los recursos disponibles para apoyar su bienestar y salud financiera.

Biblioteca

Abril celebra la Semana Nacional de las Bibliotecas. El tema de 2025 es "Atraídos por la Biblioteca". Millones de personas visitan sus bibliotecas cada semana. ¿Cuál es el atractivo? Todo. Entre los días de celebración se incluyen el lunes 7 de abril: Día del Derecho a la Lectura, un día para que lectores, defensores y amantes de las bibliotecas tomen medidas para proteger, defender y celebrar el derecho a la lectura. La Asociación Americana de Bibliotecas (ALA) inaugura la Semana Nacional de las Bibliotecas con la publicación de su Informe sobre el Estado de las Bibliotecas de Estados Unidos, que incluye la lista de los Diez Libros Más Desafiados de 2024. Martes 8 de abril: Día Nacional de los Trabajadores de Bibliotecas, un día para que el personal, los usuarios, los administradores y los grupos de Amigos de las bibliotecas reconozcan las valiosas contribuciones de todos los trabajadores de bibliotecas. Miércoles 9 de abril: Día Nacional de Difusión Bibliotecaria (anteriormente Día Nacional del Bibliobús), un día para celebrar la difusión bibliotecaria y a los dedicados profesionales bibliotecarios que se acercan a sus usuarios dondequiera que estén. Jueves 10 de abril: Día de Acción por las Bibliotecas, un día para movilizar a los defensores en apoyo a las bibliotecas.

Haga clic [AQUI](#) para leer más...



Cannabis

En marzo de 2025, el Departamento de Cannabis de Mendocino ("MCD") revisó y otorgó autorización local a 16 solicitudes activas de Licencias Comerciales de Cultivo de Cannabis ("CCBL"). Además de esta revisión, el MCD concluyó los gastos del Programa de Subvenciones de Asistencia para Jurisdicciones Locales ("LJAGP"), incluyendo desembolsos directos de subvenciones para ayudar a los cultivadores locales en la transición de licencias estatales provisionales a licencias estatales anuales. A continuación, se presentan varios logros clave del MCD en marzo de 2025:

- Se emitieron y renovaron aproximadamente 122,000 pies cuadrados de cultivo comercial de cannabis en el condado de Mendocino.
- Se completaron 16 inspecciones de sitios CCBL propuestos o existentes.
- Se simplificó el Portal de Acceso Ciudadano de Accela, que entró en funcionamiento el 31 de marzo de 2025.

Los solicitantes y titulares de licencias CCBL pueden encontrar nuevos tutoriales de Accela [AQUÍ](#).

Para obtener más información sobre la actividad mensual del MCD, haga clic [AQUI](#).

Haga clic [AQUI](#) para leer más...

Extensión de la UC

El programa de Viticultura de la Extensión Cooperativa de la Universidad de California (UCCE) en la Costa Norte está comprometido a apoyar a los productores de uva en todo el Condado de Mendocino mediante recursos basados en la investigación, educación práctica y una sólida participación comunitaria. Nuestras actividades recientes reflejan esta misión continua, con una creciente variedad de eventos y herramientas diseñadas para satisfacer las necesidades cambiantes de los viticultores locales. Al continuar avanzando en 2025, nuestro programa ha experimentado un notable aumento tanto en la participación como en el interés, lo que demuestra un fuerte compromiso con la educación continua y la colaboración dentro de la industria. A continuación, se destacan algunos de nuestros esfuerzos más recientes para servir a la comunidad vitivinícola de Mendocino.

Haga clic [AQUI](#) para leer más...

Instalaciones y Flota

Instalaciones y misión de la flota: Proporcionar un entorno de trabajo accesible, eficiente, seguro, limpio y cómodo para todos los empleados y el público en general que utilizan nuestros edificios y propiedades.



El Departamento de Instalaciones y Flota mantiene la infraestructura vital y los servicios relacionados que permiten a los empleados del Condado servir a los ciudadanos del Condado de Mendocino.

Haga clic [AQUÍ](#) para obtener actualizaciones sobre telemática, flota del condado y consumo de combustible, consumo de servicios públicos en todo el condado, proyectos de mejora de capital, actividades de preparación para desastres/emergencias y estadísticas de instalaciones.

Museo

El personal del Museo del Condado de Mendocino está haciendo cambios! Nuestra próxima exposición, "Llévame al Agua: Historias del Pacífico Negro", se exhibirá en nuestras galerías principales en junio. Los visitantes verán muchos cambios mientras nos preparamos para este emocionante préstamo de Exhibit Envoy. El Museo tiene numerosos programas y actividades planificados para el otoño!

Haga clic [AQUI](#) para leer más...



Oficina Ejecutiva - División de Desarrollo Económico

El papel de la División de Desarrollo Económico es implementar las prioridades del plan estratégico de los supervisores del condado para una economía próspera. En marzo, la División comenzó sus reuniones de desarrollo económico con el departamento de salud conductual y recuperación y la industria del cannabis, los días 3 y 27 de marzo respectivamente.

Haga clic [AQUI](#) para leer más...

Oficina de Servicios de Emergencia

La Oficina de Servicios de Emergencia del Condado de Mendocino (OES) es la principal agencia de coordinación local para emergencias y desastres que afectan a los residentes, la infraestructura pública y las operaciones gubernamentales en el Área Operacional (OA) del Condado de Mendocino. La OA del Condado de Mendocino incluye el condado, sus ciudades, pueblos y distritos especiales, en coordinación con las tribus.

Haga clic [AQUI](#) para leer más..

Prevención, Recuperación, Resiliencia y Mitigación

La División de Prevención, Recuperación, Resiliencia y Mitigación (PRRM) (anteriormente Recuperación ante Desastres) dentro de la oficina ejecutiva fue creada en 2018 para trabajar directamente con socios estatales, federales y locales en la recuperación física y financiera del Condado. La División colabora con los sectores públicos y privados para garantizar que las necesidades no satisfechas de la comunidad sean atendidas y utiliza un enfoque de toda la Comunidad en la planificación ante desastres y el desarrollo de la resiliencia comunitaria.



Haga clic [AQUI](#) para leer más...

Programa de Bienestar del Empleado

El Condado de Mendocino está comprometido en asegurar que sus empleados estén bien informados sobre sus beneficios. Para apoyar esto, ofrecemos sesiones de capacitación diseñadas para educar al personal sobre sus beneficios de Salud, Bienestar y Jubilación. Además, el Condado tiene como objetivo aumentar la conciencia sobre el Programa de Asistencia al Empleado,

que proporciona recursos valiosos, incluyendo acceso a servicios legales gratuitos y con descuento.

Para más información sobre nuestra próxima capacitación el 15 de mayo y detalles sobre el Programa de Asistencia al Empleado, haga clic [AQUI](#).



Salud Ambiental

En marzo, el equipo administrativo de Salud Ambiental atendió a 47 clientes en nuestro mostrador y procesó un gran volumen de permisos, solicitudes de registros públicos y pagos anuales. El Programa de Uso del Suelo

gestionó múltiples evaluaciones de sitios, solicitudes de pozos y permisos de construcción, a pesar de operar con una tasa de desocupación del 60%. Protección al Consumidor realizó 45 inspecciones de instalaciones y tramitó diversos permisos con una tasa de desocupación del 75%. CUPA ha completado el 73% de su meta anual de inspección a pesar de la escasez de personal, mientras que el Programa LEA está cerca de su objetivo anual sin vacantes. El departamento también avanza en las iniciativas para reubicar la oficina de Fort Bragg y digitalizar los archivos de Uso del Suelo y Protección del Consumidor, lo que mejorará la eficiencia y la prestación de servicios.

Haga clic [AQUI](#) para leer más...

Salud Publica

La Semana Nacional de Vacunación Infantil (NIIW) es del 21 al 28 de abril de 2025 y la Semana Mundial de la Inmunización es del 24 al 28 de abril de 2025.

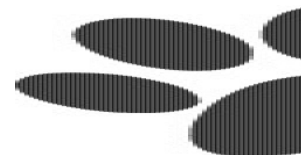
Durante todo el mes de abril, Salud Pública está creando conciencia sobre la importancia de que los bebés, adolescentes y todas las edades se mantengan al día con las vacunas recomendadas.

Para más información, visite: www.mendocinocounty.gov/departments/public-health/nursing/vaccines

Haga clic [AQUI](#) para leer más...

Servicios De Cuidado De Animales

El programa del cuidado de animales para el Condado abarca las siguientes áreas de responsabilidad: el refugio, una clínica, y la prestación de servicios de protección de animales. Estos esfuerzos fomentan la educación y la divulgación de información sobre el cuidado de animales domesticados; las adopciones; las oportunidades de voluntariado; el reencuentro de mascotas extraviadas; la captura, fijación y



devolución de gatos callejeros; servicios veterinarios; registración de perros; inoculaciones contra la rabia; los implantes de microchips; y la respuesta a la supuesta crueldad y negligencia animal.

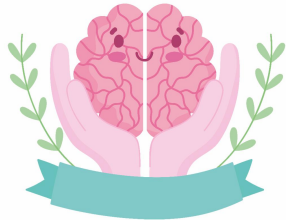
Haga clic [AQUI](#) para leer más...

Servicios de Planificación y Construcción

El Departamento de Planificación y Construcción continúa trabajando en los objetivos del Plan Estratégico del Condado, enfocándose al mismo tiempo en cuatro metas internas principales: establecer herramientas para medir el éxito, documentar y mejorar los procedimientos del Departamento, mejorar la experiencia del cliente y cultivar una cultura laboral estructurada y productiva.

La herramienta del Departamento para medir criterios básicos de desempeño, y por lo tanto medir el éxito, son los informes mensuales de métricas, los cuales se publican cada mes en la página web del Departamento de Planificación y Servicios de Construcción. Estos informes cuantifican ingresos vs. gastos, solicitudes recibidas, inventario de trabajo y tiempo estimado de finalización. Las métricas están separadas por división. Por favor visita: <https://www.mendocinocounty.gov/departments/planning-building-services/metrics-and-permits> para consultar las métricas más recientes.

Haga clic [AQUI](#) para leer más...



Servicios de Salud Conductual y Recuperación

Servicios de Salud Conductual y Recuperación y Salud Pública estarán en la comunidad para compartir educación y recursos sobre concientización y prevención en varios eventos, incluyendo, entre otros: el Simposio Tribal CFHL el 9 de Abril, la Carrera Espiritual de Coyote Valley el 12 de Abril, el evento Native Roots y Mendocino College el 18 de Abril, el Día de la Tierra de Coyote Valley el 19 de Abril, el Día de la Tierra de la Ciudad de Ukiah el 19 de Abril, el Día del Niño en Ukiah el 27 de Abril.

Haga clic [AQUI](#) para leer más...

Servicios Sociales

En honor del Mes de Apreciación de Trabajadores Sociales, el departamento de Servicios Sociales está contento compartir varias historias de trabajadores sociales haciendo la diferencia en el condado de Mendocino. Hace clic en el reporte entero para ver cada artículo publicada. Con la continuación del envejecimiento de los Estados Unidos, un mayor número de individuos se

encuentran necesitando asistencia para permanecer en sus casas seguros. En respuesta a esta necesidad, IHSS a visto un aumento de 13% en adultos mayores y/o personas discapacitadas utilizando el servicio este año, sirviendo un total de 2,304 recipientes desde enero 2025. Hacer clic para ver el reporte entero y encontrar información cómo ser un proveedor de IHSS. Finalmente, en California tarjetas nuevas de CalFresh serán compartidas en el correo con nuevo chip y tap tarjetas de EBT de la oficina del condado local. Más de 3.2 millones de tarjetas de chip y tap EBT serán distribuidas hasta junio 2025.

Haga clic [AQUI](#) para leer más...

Unidad de Contratos

La unidad de contratos trabaja directamente con los departamentos de todo el condado para ejecutar contratos y enmiendas para garantizar la alineación con la política del condado. Todos los procesos de revisión/aprobación se administran a través de Cobblestone, una plataforma de software de revisión de contratos electrónicos. Los revisores/aprobadores específicos están determinados por la póliza de compras, arrendamientos y contrataciones del Condado de Mendocino (Póliza Número 1).



El Condado de Mendocino mantiene un portal de acceso público donde se pueden consultar los contratos. La pantalla de búsqueda inicial del portal permite a los usuarios buscar todos los contratos del Condado por departamento, número de contrato, autoridad aprobadora, contratista o palabra clave. La lista generada por la búsqueda inicial se puede refinar si es necesario.

<https://contracts.mendocinocounty.org>

Haga clic [AQUI](#) para leer más...

Unidad de Subvenciones

La unidad de subvenciones recientemente establecida, ubicada dentro de la oficina ejecutiva y atendida por 1 FTE, se compromete a avanzar en los objetivos del condado al optimizar el impacto de la financiación de la subvención. Esto se logra mediante la identificación de oportunidades de financiación óptimas y la implementación de la administración eficiente de subvenciones, así como el desarrollo de la capacidad a largo plazo. La unidad es responsable de asegurar y administrar fondos externos para apoyar varias iniciativas del condado. Actualmente, supervisa 12 subvenciones activas, que tienen un valor total de \$ 15,756,566.64. Además, la unidad ofrece asistencia técnica a los departamentos del condado para mejorar sus esfuerzos relacionados con las subvenciones.

Haga clic [AQUI](#) para leer más...



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Mendocino County Board of Supervisors Agenda Summary

Item #: 4k)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

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

Recommended Action/Motion:

Provide direction to staff on matters of legislation.

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Withdrawn**

Date: April 22, 2025





Mendocino County Board of Supervisors Agenda Summary

Item #: 4l)

To: BOARD OF SUPERVISORS

From: Board of Supervisors

Meeting Date: April 22, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

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

Recommended Action/Motion:

Provide direction to staff on matters of legislation.

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: April 22, 2025





Mendocino County Board of Supervisors Agenda Summary

Item #: 6a)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: April 22, 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

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: April 22, 2025





Mendocino County Board of Supervisors Agenda Summary

Item #: 6b)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: April 22, 2025

Item Type: Closed Session

Time Allocated for Item: 15 Minutes

Agenda Title:

Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel - Initiation of Litigation:
One Case

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: April 22, 2025





Mendocino County Board of Supervisors Agenda Summary

Item #: 6c)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: April 22, 2025

Item Type: Closed Session

Time Allocated for Item: 30 Minutes

Agenda Title:

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Child Support Services Director

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: April 22, 2025





Mendocino County Board of Supervisors Agenda Summary

Item #: 3a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 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 April 8, 2025, Regular Meeting

Recommended Action/Motion:

Approve minutes of April 8, 2025, regular meeting.

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 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 – April 8, 2025

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

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:13 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; Sara Pierce, Acting Assistant Chief Executive Officer; 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: Karen Mattson.

AGENDA ITEM NO. 2 – PUBLIC EXPRESSION

Presenter/s: Malinda Clark; Kim Bancroft; Bill Barksdale; Alex Bland; Kevin Radley; Paula Patterson; Alma O'Neil; Julie Butte; Ronald F. Owens Jr.; Jennifer; Denise Jessie; Lauren Matheson; Patrick Hickey; Michael Harrison; Christopher Allen Rasky; Liana Costa; Larry Glarira; Larry Olson; David A.; Stef Davis; Karen Bowers; Vicky Wedegaertner; and Jo Bradley.

BOARD RECESS 10:29 A.M. – 10:45 A.M.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair Haschak; and Cherie Johnson, Director, Human Resources.

Public Comment: Madge Strong.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that Consent Calendar items 3a) – 3ae) 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 25, 2025, REGULAR MEETING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3B) ADOPTION OF PROCLAMATION RECOGNIZING APRIL 2025 AS NATIONAL ALCOHOL AWARENESS MONTH IN MENDOCINO COUNTY – SPONSOR: SUPERVISOR MULHEREN, SUPERVISOR NORVELL, AND BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

3C) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-054

3D) 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 25-055

3E) RATIFICATION OF LETTER OF SUPPORT FOR SENATE BILL 239 (ARREGUÍN) - OPEN MEETINGS: TELECONFERENCING: SUBSIDIARY BODY - SPONSORS: EXECUTIVE OFFICE

Approved;

3F) RATIFICATION OF LETTER OF SUPPORT FOR ASSEMBLY BILL 993: RURAL CERTIFIED UNIFIED PROGRAM AGENCY (CUPA) REIMBURSEMENT PROGRAM - SPONSOR: EXECUTIVE OFFICE

Approved;

3G) RATIFICATION OF A LETTER OF SUPPORT FOR ASSEMBLY BILL 830 - STATE HIGHWAYS: ENCROACHMENT PERMITS: RELOCATING OR REMOVING ENCROACHMENTS: PUBLIC UTILITY DISTRICTS – SPONSOR: EXECUTIVE OFFICE

Approved;

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

Approved;

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 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 05-072-A1

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 – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-099-A1

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 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-056

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 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-057

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 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: 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 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: 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 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-121-A1

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 – SPONSOR: COUNTY COUNSEL

Adopted and Chair is authorized to sign same;

Enactment No: Ordinance 4545

3Q) ADOPTION OF PROCLAMATION RECOGNIZING THE WEEK OF APRIL 6-12, 2025, AS CRIME VICTIMS' RIGHTS WEEK IN MENDOCINO COUNTY – SPONSOR: DISTRICT ATTORNEY

Adopted and Chair is authorized to sign same;

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 – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-058

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 – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-059

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 – SPONSOR: INFORMATION TECHNOLOGY

Approved and Chair is authorized to sign same;

Enactment No: Interim Agreement *15-056-A9

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 – SPONSOR: MENDOCINO COUNTY RETIREMENTS ASSOCIATION

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-060

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 – SPONSOR: PLANNING AND BUILDING SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-061

3W) ADOPTION OF PROCLAMATION RECOGNIZING APRIL 13-19, 2025, AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS (DISPATCHERS) WEEK IN MENDOCINO COUNTY – SPONSOR: SHERIFF-CORONER

Adopted and Chair is authorized to sign same;

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) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-062; Agreement 10-140-A7

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) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-063; Agreement 10-140-A7

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) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-064; Agreement 10-141-A7

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) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-065; Agreement 10-138-A6

3AB) ADOPTION OF RESOLUTION APPROVING ELEVENTH AMENDMENT TO BOS AGREEMENT NO. 11-008, CASPAR TRANSFER STATION OPERATIONS AGREEMENT AND LEASE (CASPAR AREA) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-066; Agreement 11-008-A8

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) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-067

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) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-068

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) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-069

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: Karen Mattson, Museum Administrator, Museum; and Matthew Kendall, Sheriff.

Public Comment: Bern Kamoroff.

Board Action: No Action Taken.

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

Presenter/s: Sara Pierce, Acting Assistant Chief Executive Officer; Darcie Antle, Chief Executive Officer; Tony Rakes, Deputy Chief Executive Officer; Charlotte E. Scott, County Counsel; and Matthew Kendall, Sheriff.

Public Comment: Dee Pallesen; Izen Locatelli; Patrick Hickey; Madge Strong; and Peter McNamee.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that the Board of Supervisors directs staff to bring a proposal forward where Measure AJ funds are tied to funding the Cannabis Department, and then allocating the remaining funds from Measure AJ to cannabis enforcement, roads, mental health, and fire & medical emergency services. The motion carried by the following vote:

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

No: 0 – None

Absent: 0 – None

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors directs staff to begin by drafting a budget in accordance with scenario A, using no one time only money; bring back costs recovery of indirect costs with language that won't shock the public and will explain it is information for the Board to consider options; and bring a few different options to review at a later meeting. The motion carried by the following vote:

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

No: 0 – None

Absent: 0 – None

BOARD RECESS 1:22 P.M. – 1:30 P.M.

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

Presenter/s: Supervisor Williams; Emily Tecchio, Representative, Mendocino County Association of Fire Districts; Darcie Antle, Chief Executive Officer; Charlotte E. Scott, County Counsel; and Sara Pierce, Acting Assistant Chief Executive Officer.

Public Comment: Sage Sangiacomo; Matthew Kendall; Dave LeDuff; and Chamise Cubbison.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors reaffirms 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 directs 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. The motion carried by the following vote:

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

No: 0 – None

Absent: 0 – None

AGENDA ITEM NO. 6 – CLOSED SESSION

Presenter: Chair Haschak.

Public Comment: None.

ADJOURNED TO CLOSED SESSION: 2:02 P.M.

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.)

RECONVINE TO OPEN SESSION: 2:55 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.

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

Presenter/s: Supervisor Williams; Howard Dashiell, Director, Transportation; Supervisor Cline; and Charlotte E. Scott, County Counsel.

Public Comment: Vicki Wedegaertner; and David A.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors directs staff to incorporate option #3 at one million dollars into the budget proposal using one-time funds including existing reserves for specific purposes such as the drought fund. The motion carried by the following vote:

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

No: 1 – Supervisor Haschak

Absent: 0 – None

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 - SPONSORS: EXECUTIVE OFFICE AND LIBRARY

Presenter/s: Steve Dunncliff, Deputy Chief Executive Officer; and Barbra Chapman, Administrative Services Manager, Library.

Public Comment: Janice Marcell.

FORMATION OF AN AD HOC COMMITTEE comprised of Supervisor Norvell and Supervisor Willims to work with staff and the Friends of the Fort Bragg Library to draft and return with an appropriate Memorandum of Understanding.

4F) DISCUSSION AND POSSIBLE ACTION REGARDING CANNABIS CULTIVATION LIMITS - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Steve Dunncliff, Deputy Chief Executive Officer; and Charlotte E. Scott, County Counsel.

Public Comment: Dennis Saola; Francis Owen; Chris Boyed; Pean Ris-yarbrough; Madge Strong; Kurt Kiplin; Dave Beebe; Kate; Steven Amato; Ian Powell; Hannah Nelson; Ellen Drell; Corinne Powell; Kyle; David A.; Jim Shields; Drew Nicoll; Liana Costa; and Berry Nadler.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors affirms 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. The motion carried by the following vote:

Aye: 3 – Supervisor Mulheren, Supervisor Norvell, and Supervisor Williams

No: 2 – Supervisor Cline, and Supervisor Haschak

Absent: 0 – None

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

Withdrawn

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

Withdrawn

4I) 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 Cline; Supervisor Mulheren; Supervisor Norvell; Supervisor Haschak; and Supervisor Williams.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 4:59 P.M.

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


JOHN HASCHAK, Chair



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

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

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



Mendocino County Board of Supervisors Agenda Summary

Item #: 3b)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Atlas Pearson

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Appointments/Reappointments

Recommended Action/Motion:

Approve the following appointments/reappointments:

1. Melodie Hilton, At Large Member, Mendocino County Tourism Commission;
2. Lauren Sinnott, Fifth District Representative, Museum Advisory Board; and
3. Susan Walsh, Trustee, Westport-Ten Mile Cemetery District.

Previous Board/Board Committee Actions:

The Board of Supervisors regularly approves and/or denies recommended appointments/reappointments to multiple Boards, Commissions, and Committees.

Summary of Request:

Staff has received the listed application, verified residency, determined that the requested position is currently vacant, and verified that the applicant fits the criteria for the requested position. In addition, Clerk of the Board staff received written or verbal support for the appointment from the individual Board/Commission and/or Supervisor for Supervisorial District position for which application has been received.

Alternative Action/Motion:

Do not approve the listed appointments or deny approval to one or more of the applicants.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:

<https://www.mendocinocounty.gov/government/board-of-supervisors/boards-and-commissions>

Fiscal Details:

source of funding: N/A

Item #: 3b)

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025



Profile

Melodie

First Name

Hilton

Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☒ Non-Resident

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

☒ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, your application will not be processed.

[Request for Residency Waiver_Hilton.pdf](#)Upload Alternate Proof of Residency or Request
for Residency Waiver

Which Boards would you like to apply for?

Mendocino County Tourism Commission: Eligible

Which position, seat, or representational category would you prefer?

At Large Member

Availability to Attend Meetings

☒ Night Meetings
☒ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have been in a Director of Marketing position in the hospitality and tourism arena in Northern California for almost 20 years.

[Resume_MLHilton_2024.pdf](#)

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Question applies to Mendocino County Tourism Commission

Are you current on the collection and payment of Transient Occupancy Tax (TOT)?

n/a

Question applies to Mendocino County Tourism Commission,Mendocino County Business Improvement District Advisory Board

Do you operate or control any lodging rooms for which TOT is not collected, or are otherwise illegal?

n/a

Question applies to Mendocino County Tourism Commission,Mendocino County Business Improvement District Advisory Board

Name of all Mendocino County lodging businesses you represented:

n/a

Question applies to Mendocino County Tourism Commission,Mendocino County Business Improvement District Advisory Board

Number of rooms per named business:

n/a

Question applies to Mendocino County Tourism Commission

Have you or any representative of your business(es) served on the Board of Mendocino County Lodging Association (MCLA), Mendocino County Promotional Alliance (MCPA), Visit Mendocino County (VMC), or any other community board/commission? If yes please include the length of time that you served on the board/commission.

Robert Jason Plnoli, President of the Skunk Train has sat on the board of Visit Mendocino County.

Question applies to Mendocino County Tourism Commission

Education and Credentials: Please provide your education and professional credentials

Ongoing learning in Digital Marketing and current marketing tools and strategies

Question applies to Mendocino County Tourism Commission

Work Experience: Please provide your work experience

The Skunk Train - Sept. 2022 - current Buzzgen Marketing Agency - July 2014 - Dec 2021
Napa River Inn - April 2013 - April 2019 (continued through the Agency) Napa Valley Wine Train June 2008 - April 2013

Question applies to Mendocino County Tourism Commission

Special Skills: Please provide your special skills

Deep understanding of CRMs, CMS, ecommerce and email marketing. Strong knowledge of data and analytics. Strong current experience in social, search, OOH, TV/Radio, and print. Emerging understanding of AI <hahaha>

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *

Melodie Hilton



Napa, CA 94558

Request for Residency Waiver

Board Application: Mendocino County Tourism Commission

To Whom It May Concern:

I am the Director of Marketing for Mendocino Railway/The Skunk Train and am deeply involved in the hospitality and tourism business of Northern California in general, and Mendocino County specifically.

I was recently awarded a Poppy Award from Visit California for excellence in social media marketing for the Skunk Train's Instagram account. This accolade is one of only 8 marketing awards given in the state in 2024, and one of two for social media marketing.

I am both professionally and personally invested in the success of our tourism and hospitality industry, and have more than 20 years experience in marketing, including almost 10 years in trains.

I hope you will consider this waiver.

Cheers,

Melodie Hilton

Profile

Lauren

First Name

Sinnott

Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☒ District 5

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

☒ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, your application will not be processed.

Upload Alternate Proof of Residency or Request
for Residency Waiver

Which Boards would you like to apply for?

Museum Advisory Board: Eligible

Which position, seat, or representational category would you prefer?

5th District Representative

Availability to Attend Meetings

- ☒ Night Meetings
- ☒ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I am a historian with an MA in Art History and several academic papers. I am a fine artist with one specialty being public history murals with portraits and narrative scenes representing the real stories of local people. I am a former Mayor and member of the Point Arena City Council and have served on county-wide boards such as the Mendocino Council of Governments. I have a lifelong passion for understanding the past and for the preservation of that knowledge. I'm sensitive to the complexity of our history in California, from thousands of years of indigenous prosperity to the Russian fur traders, Spanish explorers and Catholic missions, Mexican rule, and then the Gold Rush and white settlement, leading to the decimation of Native populations and everything that came after. California is an amazing place, ranging from Hollywood to Silicon Valley, from the pounding Pacific Ocean and majestic redwoods to the Central Valley agricultural empire and eastern mountains. Our county is a part of this! It is important to not only preserve the knowledge of what came before, but also to make it available to the public. Public access is part of the Museum's mission and I would like to be part of this work with my academic and artistic background, as well as experience in elective office.

[LAUREN-SINNOTT-RESUME-2025.pdf](#)

Upload a Resume

[LAUREN-SINNOTT-BIO-2025_with_links.pdf](#)

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *

Profile

Susan

First Name

Walsh

Last Name

Full/Legal Name (if different than name provided above)

Susan K Walsh

Email Address

Primary Phone

Which Supervisorial district do you live in? *☒ District 4

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)**Are you currently registered to vote at the Street Address you provided?**☒ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, your application will not be processed.

[MC_Prop_Tx.pdf](#)Upload Alternate Proof of Residency or Request
for Residency Waiver

Which Boards would you like to apply for?

Westport-Ten Mile Cemetery District: Eligible

Which position, seat, or representational category would you prefer?

Director

Availability to Attend Meetings☒ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Semi retired bookkeeper/accountant

[WTMCD.pdf](#)

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *



Mendocino County Board of Supervisors Agenda Summary

Item #: 3c)

To: BOARD OF SUPERVISORS

From: Supervisor Mulheren

Meeting Date: April 22, 2025

Department Contact: Supervisor Mulheren

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Proclamation Recognizing April 22, 2025, as Sexual Assault Awareness Day in Mendocino County (Sponsor: Supervisor Mulheren)

Recommended Action/Motion:

Adopt Proclamation recognizing April 22, 2025, as Sexual Assault Awareness Day in Mendocino County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

The Board of Supervisors regularly adopts Proclamations to raise recognizing special events and issues in Mendocino County.

Summary of Request:

Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in every community. SAAM aims to raise public awareness about sexual abuse, harassment, and assault and educate communities about how to be involved in prevention. This years SAAM campaign theme, "Together We Act, Unite We Change", calls on each of us to work together to prevent sexual abuse, harassment, and assault. We believe when anyone experiences sexual violence, every community member is affected. We must strive to build more connected, respectful, and inclusive communities to promote our collective well-being and protect against the risk of sexual violence. We believe all of our communities will be safer and stronger by making them more equitable for people of all gender identities and sexual orientations, races and ethnic backgrounds, ages, faiths, and abilities. By acknowledging April 30, 2025 as Denim Day, we celebrate our unity: unity in our shared core values and unity in our determination to end sexual violence.

Alternative Action/Motion:

Return to staff for alternate handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Item #: 3c)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Adopted**

Date: April 22, 2025



PROCLAMATION

OF THE

MENDOCINO COUNTY BOARD OF SUPERVISORS

RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS

MONTH

WHEREAS, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in every community. SAAM aims to raise public awareness about sexual abuse, harassment, and assault and educate communities about how to be involved in prevention.

WHEREAS, This years SAAM campaign theme, “Together We Act, United We Change”, calls on each of us to work together to prevent sexual abuse, harassment, and assault. We believe when anyone experiences sexual violence, every community member is affected. We must strive to build more connected, respectful, and inclusive communities to promote our collective well-being and protect against the risk of sexual violence. We believe all of our communities will be safer and stronger by making them more equitable for people of all gender identities and sexual orientations, races and ethnic backgrounds, ages, faiths, and abilities.

WHEREAS, by acknowledging April 30, 2025 as Denim Day, we celebrate our unity: unity in our shared core values and unity in our determination to end sexual violence.

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

“Sexual Assault Awareness Month in Mendocino County as an inclusive community committed will join with others around the world in committing to prevent sexual abuse, assault and harassment”

Dated:

John Haschak, Chair



DENIM DAY 4/30/25

APRIL IS SEXUAL ASSAULT AWARENESS MONTH

On April 30, 2025 wear denim with a purpose and bring attention to Sexual Assault Awareness Month! Denim Day is a symbol of protest against misconceptions that surround sexual assault.

If you use social media please use the hashtags #DenimDay



Mendocino County Board of Supervisors Agenda Summary

Item #: 3d)

To: BOARD OF SUPERVISORS

From: Supervisor Mulheren

Meeting Date: April 22, 2025

Department Contact: Supervisor Mulheren

Phone: 707-463-4221

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 501 (Allen) - Household Hazardous Waste Producer Responsibility Act
(Sponsor: Supervisor Mulheren)

Recommended Action/Motion:

Ratify letter of support for Senate Bill 501 (Allen) - household hazardous waste producer responsibility act.

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:

Under existing law, as part of the hazardous waste control laws, the Department of Toxic Substances Control (DTSC) generally regulates the management and handling of hazardous waste and hazardous materials. Existing law authorizes a public agency, as defined, to operate a household hazardous waste collection facility under permit from DTSC. This bill would create a producer responsibility program for products containing household hazardous waste and would require a producer responsibility organization (PRO) to ensure the safe and convenient collection and management of covered products at no cost to consumers or local governments. The bill would define "covered product" to mean a consumer product that is ignitable, toxic, corrosive, or reactive, or that meets other specified criteria. The bill would require a producer of a covered product to register with the PRO, which would be required to develop and implement a producer responsibility plan for the collection, transportation, and the safe and proper management of covered products. The bill would require DTSC to adopt regulations to implement the program with an effective date no earlier than July 1, 2028.

Alternative Action/Motion:

Do not ratify letter of support and provide alternative direction.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Item #: 3d)

Vote Requirement: Majority

Supplemental Information Available Online At: [Bill Text - SB-501 Household Hazardous Waste Producer Responsibility Act. <https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB501>](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB501)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 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
Website: www.mendocinocounty.gov

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

April 4, 2025

The Honorable Ben Allen
Senator, District 24
California State Senate
1021 O Street, Suite 6610
Sacramento, CA 95814

RE: Senate Bill 501 (Allen): Household Hazardous Waste Producer Responsibility Act –
SUPPORT (As Amended March 24, 2025)

Dear Senator Allen:

The Mendocino County Board of Supervisors is writing to support Senate Bill 501, which establishes an Extended Producer Responsibility (EPR) program for manufacturers of certain household hazardous waste (HHW) products. This legislation will ease the financial and operational burdens on local governments while also providing safer disposal options for hazardous materials.

Local governments currently manage HHW collection programs to prevent improper disposal, but these programs are increasingly costly and can significantly strain resources. Sometimes, the cost to manage certain HHW can exceed the original purchase price, creating an unsustainable system.

SB 501 shifts financial responsibility to manufacturers of HHW products, such as pesticides, aerosols, and batteries. By requiring producers to fund an accessible and efficient disposal system, the bill reduces the burden on local governments and promotes the creation of safer, more sustainable products.

SB 501 aims to alleviate growing costs for local governments, improve service accessibility for residents, enhance environmental protection, and encourage improved product design. Together, these aspects create a compelling argument for supporting this legislation.

We urge the passage of SB 501 to create a more equitable and sustainable system for managing household hazardous waste in California. Thank you for addressing this critical issue.

Sincerely,

A handwritten signature in blue ink that reads "John Haschak".

John Haschak, Chair
Mendocino County Board of Supervisors

CC: The Honorable Mike McGuire, California State Senate, 2nd District
The Honorable Chris Rogers, California State Assembly, 2nd District

THE BOARD OF SUPERVISORS

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Second District

JOHN HASCHAK
Third District

BERNIE NORVELL
Fourth District

TED WILLIAMS
Fifth District



Mendocino County Board of Supervisors Agenda Summary

Item #: 3e)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Supervisor John Haschak

Phone: 707-463-4221

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 518 (Ward) - Low-Impact Camping Areas
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:

Ratify letter of support for Assembly Bill 518 (Ward) - low-impact camping areas.

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 Special Occupancy Parks Act establishes requirements for the construction, maintenance, occupancy, use, and design of special occupancy parks. Current law defines "special occupancy park" to mean a recreational vehicle park, temporary recreational vehicle park, incidental camping area, or tent camp. This bill would specify that, for purposes of that act, a special occupancy park does not include a low-impact camping area, as specified, that is located in a county that has enacted an ordinance, as specified, authorizing low-impact camping. The bill would define a "low-impact camping area" to mean any area of private property that provides for the transient occupancy rental of a temporary sleeping accommodation, as defined, for recreational purposes that is not a commercial lodging facility and meets specified requirements. The bill would require the county in which the low-impact camping area is located to enforce some of those requirements, relating to waste disposal and quiet hours, as specified.

Alternative Action/Motion:

Do not ratify letter of support and provide alternative direction.

Strategic Plan Priority Designation: A Thriving Economy

Supervisory District: All

Vote Requirement: Majority

Item #: 3e)

Supplemental Information Available Online At: [Bill Text - AB-518 Low-impact camping areas.
<https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB518>](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB518)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 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
Website: www.mendocinocounty.gov

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

March 25, 2025

Honorable Matt Haney
Chair, Assembly Housing and Community Development Committee
1020 N Street, Room 104
Sacramento, CA 95814

RE: AB 518 (Ward) – Low Impact Camping Areas Act – SUPPORT

Dear Chair Haney:

The Mendocino County Board of Supervisors is writing to support AB 518, the Low Impact Camping Areas Act of 2025. This legislation aims to streamline the permitting process for Low Impact Camping Areas (LICAs) and commercially available campgrounds that local governments approve. The bill defines and establishes "low-impact camping areas" standards to enhance affordable outdoor access and create economic opportunities for rural communities.

In 2022, outdoor recreation reached a record high, with more than 19 million Californians enjoying the outdoors. California's outdoor recreation economy, one of the state's largest economic sectors, is valued at an estimated \$73.8 billion. However, nearly half of all campers report difficulty finding and booking available campsites across the state. Many Californians struggle with the high cost of camping, particularly in tourist-heavy areas.

Additionally, farmers, ranchers, and rural landowners throughout the state face challenges due to the increasing cost of land ownership. Those looking to set up campsites on their properties to share with the public encounter barriers posed by the expensive and lengthy permitting processes at the state level.

Obtaining a permit through the California Department of Community and Housing Development can take years and cost thousands of dollars. Consequently, landowners who wish to offer limited camping on their properties— even those approved at the local level—are often priced out of the opportunity.

AB 518 introduces a new camping category in the state's System for Official Planning Approval (SOPA) for "low-impact camping areas" (LICAs). This framework differentiates these areas from large-scale commercial campgrounds. If a camping area meets the new definition of "low-impact camping areas" and is located within a county that permits low-impact camping, it would only require local permits and be exempt from additional permitting by the Department of Housing and Community Development (HCD).

AB 518 establishes specific criteria for designating areas as LICAs, allowing them to operate without a state permit, provided they meet local permit requirements. To qualify as a LICA, a camping area must have no more than nine campsites on a minimum of two acres, ensuring a maximum density of one

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campsite per acre. All parking must be off-street, and the property should not be located within an urban or suburban environment. Importantly, a property manager or operator must be present and available 24/7. Additionally, the site must comply with local health and safety regulations regarding trash disposal, human waste management, fire safety, and noise control. The rental terms are capped at 14 consecutive nights per camper, with a maximum of 28 nights per calendar year for each camper. If a property owner meets all these guidelines, they will still need to obtain all necessary local permits to operate a low-impact camping area but will be exempt from additional state permitting. AB 518 creates an opportunity for interested local governments to develop a simpler permitting pathway for LICAs in their jurisdiction if they so choose.

In summary, AB 518 will help California achieve its goals of providing affordable access to the outdoors, conserving land and biodiversity, expanding rural economies, and supplementing the incomes of farmers and ranchers.

For these reasons, the County of Mendocino supports AB 518 and looks forward to seeing the bill progress into law.

Sincerely,



John Haschak, Chair
Mendocino County Board of Supervisors

CC: The Honorable Chris Rogers, California State Assembly, 2nd District
The Honorable Mike McGuire, California State Senate, 2nd District



Mendocino County Board of Supervisors Agenda Summary

Item #: 3f)

To: BOARD OF SUPERVISORS

From: Supervisor Mulheren

Meeting Date: April 22, 2025

Department Contact: Supervisor Mulheren

Phone: 707-463-4221

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 561 (Blakespear) - Emergency Distress Flare Safe Disposal
(Sponsor: Supervisor Mulheren)

Recommended Action/Motion:

Ratify letter of support for Senate Bill 561 (Blakespear) - emergency distress flare safe disposal.

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:

Under existing law, as part of the hazardous waste control laws, the Department of Toxic Substances Control (DTSC) generally regulates the management and handling of hazardous waste and hazardous materials. Except as specified, a violation of the hazardous waste control laws is a crime. This bill would create a manufacturer responsibility program for the safe and proper management of emergency distress flares. The bill would define "covered product" to include certain pyrotechnic devices that meet the criteria for household hazardous waste, as specified. The bill would require a manufacturer of a covered product, individually or through a manufacturer responsibility organization, to develop and implement a manufacturer responsibility plan for the collection, transportation, and the safe and proper management of covered products, as specified. The bill would establish a process and timeline for DTSC to review and approve, disapprove, or conditionally approve a plan and for the implementation of an approved plan. The bill would require that an approved plan be published on DTSC's internet website, except for specified manufacturer data that would not be open to public inspection. The bill would prohibit DTSC from adopting regulations to implement the act with an effective date earlier than July 1, 2029. This bill contains other related provisions and other existing laws.

Alternative Action/Motion:

Do not ratify letter of support and provide alternative direction.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Item #: 3f)

Vote Requirement: Majority

Supplemental Information Available Online At: [Bill Text - SB-561 Hazardous waste: Emergency Distress Flare Safe Disposal Act. <https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB561>](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB561)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 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
Website: www.mendocinocounty.gov

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

April 4, 2025

The Honorable Catherine Blakespear
Senator, District 38
California State Senate
1021 O Street, Suite 7720
Sacramento, CA 95814

RE: SB 561 (Blakespear) – Emergency Distress Flare Safe Disposal Act – SUPPORT

Dear Senator Blakespear:

The Mendocino County Board of Supervisors is writing to support Senate Bill 561, the Emergency Distress Flare Safe Disposal Act. This legislation addresses the environmental and safety hazards of improperly disposing of expired marine flares by establishing a statewide collection and disposal program.

As a coastal county with a maritime community, Mendocino understands the difficulties in disposing of expired flares, which contain hazardous chemicals that can contaminate water and harm public health. Without a designated program, many flares are disposed of incorrectly or stored unsafely, heightening the risk of pollution and accidents.

SB 561 mandates manufacturers to create a plan to safely dispose of expired flares, providing convenient and environmentally responsible options for boaters and communities.

Mendocino County is dedicated to protecting our natural resources and the safety of our residents. We urge the passage of SB 561 to enhance environmental stewardship and safeguard our coastal waters.

Sincerely,

John Haschak, Chair
Mendocino County Board of Supervisors

CC: The Honorable Mike McGuire, California State Senate, 2nd District
The Honorable Chris Rogers, California State Assembly, 2nd District

THE BOARD OF SUPERVISORS

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Fifth District



Mendocino County Board of Supervisors Agenda Summary

Item #: 3g)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Scott Morgan

Phone: 707-467-4441

Item Type: Regular Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Lease Agreement with Pitney Bowes in the Amount of \$52,620.60 for Countywide Postage Meter Equipment for a Term of Five Years, July 1, 2025, to June 30, 2030

Recommended Action/Motion:

Approve lease agreement with Pitney Bowes in the amount of \$52,620.60 for Countywide postage meter equipment for a term of five years, July 1, 2025, to June 30, 2030; 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:

No previous board action.

Summary of Request:

The Executive Office Purchasing Division and Fleet and Facilities provide billing, distribution, delivery and pickup services of U.S. and interdepartmental mail for all County maintained facilities. Postage is purchased in bulk and high-end postage metering equipment is required to process mail which typically averages one thousand pieces per day. The current postage metering equipment has processed almost 1.2 million pieces of Countywide mail over the past 5 years. Decentralizing postage services may increase costs to county departments and elected offices.

Alternative Action/Motion:

Do not approve agreement and provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

Item #: 3g)

source of funding: General Fund

current f/y cost: \$0

budget clarification: Budgeted Annually

annual recurring cost: \$10,524.12

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-026



Agreement Number

Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)		
MENDOCINO COUNTY C/O G S A		946000520		
Sold-To: Address				
841 LOW GAP RD, UKIAH, CA, 95482-3765, US				
Sold-To: Contact Name		Sold-To: Contact Phone #	Sold-To: Account #	
Scott Morgan		(707) 234-6053	0011053785	
Bill-To: Address				
841 LOW GAP RD, UKIAH, CA, 95482-3765, US				
Bill-To: Contact Name		Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Scott Morgan		(707) 234-6053	0011053785	morgans@mendocinocounty.org
Ship-To: Address				
841 LOW GAP RD, UKIAH, CA, 95482-3765, US				
Ship-To: Contact Name		Ship-To: Contact Phone #	Ship-To: Account #	
Scott Morgan		(707) 234-6053	0011053785	
PO #				

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FS1	USPS Special Services Software
1	1FW1	Differential Weighing Feature
1	1FWX	15lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSK	310 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBD	MailCenter 3000
1	HVPS	MailCenter Power Stacker

1	HVSP	MailCenter Shipping Bundle
1	M9SS	USPS Tracking Services
1	ME1D	Meter Equipment - High
1	MP3X	Differential Weighing 15, 30 lb scales
1	MW90650	Tape Moistener Asmbly - 3000 Mono
1	MW92705	MailCenter 15in Display
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM3	SoftGuard - 3000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 877.01	\$ 2,631.03

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☐ Purchase Power[®] transaction fees included
- ☒ Purchase Power[®] transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 7-22-70-50-03
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue

Pitney Bowes Signature
Roger Donohue

Print Name
Operations Manager

Title
March 26, 2025

Date

Sales Information

Penny Vanderlaan	penny.vanderlaan@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 03/25/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 1160

Line Item: 862200

Org/Object Code:

Grant: ☐ Yes ☒ No:

CONTRACTOR/COMPANY NAME

By: See Page 3
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Pitney Bowes

PO Box 371887

Pittsburgh PA, 15250-7887

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Aray
Deputy 04/22/2025

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: Aray
Deputy 04/22/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 03/25/2025

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Kim
COUNTY COUNSEL

Date: 03/25/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 03/25/2025

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

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 3h)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Xuyen Mallela

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Reallocation of \$24,340 One-Time Pacific Gas and Electric Disaster Settlement Funds (Previously Allocated for Implementation of Two-way Interface from Mendocino Unit Altaris™ Computer-Aided Dispatch to Tablet Command) to Support Emergency Medical Services Equipment and Supplies

Recommended Action/Motion:

Approve reallocation of \$24,340 one-time Pacific Gas and Electric Disaster Settlement Funds (previously allocated for implementation of two-way interface from Mendocino Unit Altaris™ computer-aided dispatch to tablet command) to support emergency medical services equipment and supplies.

Previous Board/Board Committee Actions:

On January 7, 2025, the Board approved the Reallocation of \$346,034 of One-Time Pacific Gas and Electric Disaster Settlement Funds (Originally Allocated as Part of the \$183,534 for Training and Education, \$100,000 for Emergency Medical Technician/Paramedic Scholarships for Rural Fire and Emergency Medical Services, and \$62,500 for PulsePoint) to Support Emergency Medical Services Supplies Distribution and Implementation and Maintenance of a Two-way Interface from Mendocino Unit Altaris(tm) Computer-Aided Dispatch to Tablet Command;

On March 9, 2021, the Board during the budget workshop discussed obtaining input from the Community and County Departments regarding priority projects within the County that could be funded by the PG&E Disaster Settlement Funds;

On April 6, 2021, Item 5(c), the Board accepted a presentation from Coastal Valley EMS Agency that outlined requested projects to be funded with a portion of PG&E Disaster Settlement Funds; and

August 17, 2021, Item 4(f), the Board accepted prioritized spend for projects utilizing PG&E Disaster Settlement Funds

Summary of Request:

On January 7, 2025, the Board approved the reallocation of \$346,034 of one-time PG&E Settlement Funds, within it includes \$24,340 to implement a tablet command two-way interface with the Mendocino Unit Computer-Aided Dispatch (CAD) system. After Board approval, CAL FIRE announced that the agency will assume the contract with Peraton to implement the two-way interface and pay for the full integration. The Mendocino County Emergency Medical Care Committee (EMCC) workgroup is requesting the Board to

Item #: 3h)

reallocate the \$24,340 to be distributed evenly among the 23 fire and EMS transport agencies to purchase EMS equipment and supplies.

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: PG&E settlement funds

current f/y cost: \$346,034

budget clarification: This is a request to reallocate PG&E settlement funds, no additional cost to County

annual recurring cost: no annual cost to County

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

revenue agreement: No

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**





Mendocino County Board of Supervisors Agenda Summary

Item #: 3i)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Scott Morgan

Phone: 707 467-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Agreement with Toshiba Business Solutions (Toshiba) in the Amount of \$95,000 for Continued Maintenance Services of the Multifunction Copier Devices Acquired in 2019, Effective June 30, 2024, to June 30, 2025

Recommended Action/Motion:

Approve Retroactive Agreement with Toshiba Business Solutions (Toshiba) in the amount of \$95,000 for continued maintenance services of the multifunction copier devices acquired in 2019, effective June 30, 2024, to June 30, 2025; authorize the Purchasing Agent to execute any and all necessary documents related to the transaction; authorize the Purchasing Agent to sign any future amendments to the Agreement that do not alter the fiscal aspects of the Toshiba Maintenance contract; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

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

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

Summary of Request:

Toshiba completed an analysis of the County's copier fleet. Upon completion of this analysis, it was determined that the County's fleet was in good condition and the County would not benefit from replacement. It was determined to be in the best interest of the County to enter into an agreement for maintenance services and reevaluate the replacement of the County's copier fleet in 2025. Since then, staff turnover and a rate renegotiation resulted in the renewal of the maintenance agreement being delayed. The Purchasing Division therefore requests retroactive approval of the proposed agreement for the 2024-2025 fiscal year and continued use of maintenance services provided by Toshiba Business Solutions.

Alternative Action/Motion:

Do not approve amendment and provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Item #: 3i)

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: General Fund

current f/y cost: \$95,000

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

annual recurring cost: 95,000

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-027



BOS Agreement # 25-027

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Toshiba America Business Solutions, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Managed Print Solutions; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Device Inventory

The term of this Agreement shall begin on July 01, 2024 (the "Effective Date"), and shall continue through June 30, 2025 with the option to extend the AGREEMENT (s) up to two (2) additional one-year periods.

The compensation payable to CONTRACTOR hereunder shall not exceed Ninety Five Thousand (\$95,000) for the term of this Agreement.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**

Darcie Antle

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: GS 1160

Line Item: 862201

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

Signed by: Van Real Van Real

Date: 3/25/2025

NAME AND ADDRESS OF CONTRACTOR:

Toshiba America Business Solutions, Inc.

25530 Commercentre Drive

Lake Forest, CA 92630

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair BOARD
OF SUPERVISORS

Date: 04/22/2025

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

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amrap
Deputy 04/22/2025

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 04/22/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa
COUNTY COUNSEL

Date: 03/21/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 03/21/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 03/21/2025

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used by CONTRACTOR for performance of the Services hereunder or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts to its employees.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against all claims, demands, direct damages, costs, liabilities, and losses occurring or resulting in connection with the CONTRACTOR's negligent performance or its material breach of obligations under this Agreement, unless arising out of the negligence or willful misconduct of COUNTY, its officers, agents or employees. "CONTRACTOR's performance" includes CONTRACTOR's negligent action or inaction and the negligent action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, or penalties from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations, except to the extent such liability, fines or penalties are arising out of or caused by the negligence or willful misconduct of the County.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY within sixty (60) days of written notice thereof.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to within sixty (60) days of written notice thereof.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement created solely for COUNTY in accordance with this Agreement, whether prepared by the COUNTY, the

CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials") provided, however, CONTRACTOR shall retain all pre-existing rights it owns in such Documents and Materials. This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials, provided, however, CONTRACTOR shall retain all pre-existing rights it owns in such materials.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Executive Office/Central Services
841 Low Gap Road
Ukiah, CA 95482
Attn: Tim Hallman, Executive Division Manager

To CONTRACTOR: Toshiba America Business Solutions, Inc.
ATTN: TABS Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630

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

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

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all applicable Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph

in each of its subcontracts.

13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

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

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination no more than one (1) time per calendar year, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, for the performance of services under this Agreement and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR for the services provided hereunder.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period

following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four

(4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services shall not exceed \$95,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding. Although pursuant to this provision the County is allowed to terminate without cause, the County hereby agrees that it will not exercise the termination without cause provision for all leased equipment. This clarification does not apply to maintenance service or for equipment purchased pursuant to this Agreement
20. **NON-APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: Neither COUNTY nor CONTRACTOR shall use the name of the other party, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the party in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written

plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan.

CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval, which shall in no event be unreasonably withheld.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense), to use or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

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

against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement except to the extent such claim is arising out of or caused by any misuse, modification or alteration of the CONTRACTOR PRODUCTS by the COUNTY without the express written consent of the CONTRACTOR.

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

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED "AS IS."

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each

party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services for the Toshiba Multifunction Device Inventory as described in Exhibit E:

Toshiba guarantees customer satisfaction for performance of all Toshiba products via our Toshiba Quality Commitment Guarantee.

- For one (1) year or lease term (whichever is longer).
- If copier or facsimile does not perform to specification – Toshiba will have 60 days to rectify performance issues before replacement is required.
- Free loaner if machine is down for more than 48 hours.
- Additionally, Toshiba will support and commit all the services and resources necessary to ensure that the County of Mendocino is completely satisfied with the Toshiba Solution. All parts & labor will be guaranteed for the term or duration of the awarded contract.

Service Call Resolution and Completion

- Toshiba Business Solutions service model employs a local touch and local service, with support as needed from our corporate team. Toshiba's call center in San Ramon, CA enables our end-users to obtain "live" technical support directly from factory trained customer care representatives for all Toshiba office equipment, network support and software related issues.
- All service calls are received by our local customer care desk. Representatives take all necessary steps to attempt to troubleshoot or resolve the problem on the phone as a first step and if necessary, will dispatch a Toshiba Factory technician for on-site repair.
- Toshiba will assign a primary service technician to the County of Mendocino account to assure familiarity with the needs and process of each end user. Your technician is responsible for contacting County of Mendocino within one (1) hour of notification of any service requirement and will advise your personnel of their estimated time of arrival. Service response is guaranteed same-day, within eight (8) business hours. After a service call is completed, the County of Mendocino contact will be updated on the resolution of the issue. The Toshiba service manager and the customer care representatives will track the call and follow-up with the County of Mendocino

contact to confirm that the issue has been resolved to their satisfaction. Normal service hours are 8:00 am to 5:00 pm PST, excluding holidays.

- Average response time will be calculated based upon the response times during a calendar week. Response time for copiers installed at County facilities operating 24 hours per day shall nevertheless be calculated on the workday hour basis. County's records shall be determinate of Toshiba's performance of this obligation.
- All equipment must be repaired or replaced within 24 consecutive hours (not workday hours) of the initial call for service. The County's records shall be determinate of Toshiba's performance of this obligation.
- Temporary Loaner Equipment: When repair time exceeds or is expected to exceed 24 consecutive hours, Toshiba shall replace any such unrepaired machine with a reasonably comparable "loaner" machine that allows continued copy machine operations. "Reasonably comparable" shall, at the very least, mean a machine with a speed that is no less than 15 copies per minute from the machine being temporarily replaced. After five business days wherein a reasonably comparable loaner machine has been placed, such locations must then be provided with a loaner machine that provides equal or better performance and features to the original equipment being temporally replaced. County's records shall be determinate of Toshiba's performance of this obligation. Toshiba's repeated failure to comply with this obligation shall constitute a material breach of the Contract.

Actual Service Call Procedure

- When a service call is received by our customer care desk from County of Mendocino, your customer care representative takes the following steps in the dispatch process to ensure that your end-user receives the highest level of expertise and professionalism at each step of our service call process.
 - The local Dispatch Center (San Ramon, CA) receives the service call and logs in the date, time, and location where the call was received and a confirmation number is assigned for tracking purposes.
 - The Customer Care Representative obtains the model and serial number of the equipment, the customer's name and address, the customer's contact person and phone number and a description of the problem and, if applicable, any error codes.
 - The Customer Care Representative may conduct first level triage to further determine the nature of the issue and see if it can be resolved over the phone. We routinely solve 18-25% of emergency calls without a technician being dispatched, saving customers down time waiting for a service technician's arrival.

- If the issue cannot be resolved over the phone, the Dispatch Customer Care Representative will quickly dispatch the call to the dedicated service technicians and manager for the County of Mendocino account.
- The Customer Care Representative tracks the service call to ensure that the work is completed on the first call and the problem is resolved within the required timeframe.
- The Customer Care Representative will follow-up as necessary to ensure that the County of Mendocino key contact's needs are met and the call was complete satisfactorily.

TRAINING FOR COUNTY OF MENDOCINO

Operator/User Training:

Each location will receive basic training for an unlimited number of people, per session. The initial Basic Operator training session usually occurs Monday through Friday, 8:00 a.m. to 5:00 p.m. These sessions occur immediately after installation (or as needed) and cover these subjects:

- Feeder functionality and paper supplies
- How to make a copy from glass and/or computer
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Finishing options and exposure settings

Key Operator Training:

This training provides a dedicated person ("Key Operator") with a more in-depth overview of the equipment than a basic user. An important objective of the training is to give the dedicated person(s) hands-on training in non-technical maintenance, such as replacing toner, and cleaning the glass. Each location will receive comprehensive training for up to three (3) people per session on the features, capabilities, and standard applications of the equipment. The initial Key Operator training session generally occurs Monday through Friday, between 8:00 a.m. to 5:00 p.m. These sessions will occur immediately after installation and cover topics such as:

- How to add paper and staples
- How to clear a misfeed
- How to place a service call
- How to order supplies

Toshiba will provide on-site training to users at both central and remote locations. However, for ongoing training, Toshiba offers self-paced web training for selected e-STUDIO models so that end users can familiarize themselves with product functionality on their own and at their own pace.

Experienced technical trainers will conduct face-to-face training on any new software tools procured or supplied under this agreement. These individuals are fully trained and certified on the products we offer. On-going support will be made available to County of Mendocino throughout the life of this program at no additional charge.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY is to be charged a cost per copy, referred to as RATE, regardless of machine at a rate of \$0.00725 per mono images at a minimum of 1,200,000 per quarter and \$0.03965 per copy for color images at a minimum of 300,000 per quarter (scanned mono and color documents excluded) for the TERM of this Contract. Total compensation not to exceed \$95,000 dollars. The RATE shall also include service (as described in Exhibits A and E), accessories and supplies (excluding paper), except that accessories added subsequent to installation of any machine may, at CONTRACTOR's discretion, be subject to an additional charge.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov

EXHIBIT E**Mendocino County – Toshiba MFD
Device Inventory**

MONO	Qty.	Total Mono	60
E2505F	1		
E2802AF	1		
E3018A	24		
E306LP	1		
E4508A	1		
E4518A	22		
E6508A	1		
E6518A	8		
E8515A	1		
COLOR	Qty.	Total Color	60
C3015AC	21		
E3055AC	2		
E307	1		
E4505AC	1		
E4515AC	17		
E4525AC	2		
E6505ACT	4		
E6516ACT	8		
E7516ACT	4		

+XMedius Fax Server



Mendocino County Board of Supervisors Agenda Summary

Item #: 3j)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Xuyen Mallela

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 and Approval of Submission of Grant Award for the Community Wildfire Defense Grant (CWDG) Program Grant Funding Opportunity from the Department of Agriculture Forest Service (USDA) United States Forest Service (USFS) in the Amount of \$6,382,432; and Authorization for the Chief Executive Officer to Execute Grant Agreement and Submit All Documents If Awarded

Recommended Action/Motion:

Ratify and approve submission of the grant award for the Community Wildfire Defense Grant (CWDG) Program grant funding opportunity from the Department of Agriculture Forest Service (USDA) United States Forest Service (USFS) in the amount of \$6,382,434; and authorize the Chief Executive Officer to execute the grant Agreement and submit all documents if awarded.

Previous Board/Board Committee Actions:

On December 5, 2023, the Board ratified and approved the submission of a \$9,999,866.51 grant application to the USDA Forest Service Community Wildfire Defense Grant (CWDG) Program.

Summary of Request:

The Community Wildfire Defense Grant (CWDG) Program is intended to help at-risk local communities plan for and reduce the risk of wildfire. The CWDG prioritizes at-risk communities in areas identified as having high or very high wildfire hazard potential, are low-income, and/or have been impacted by a severe disaster that affects the risk of wildfire.

The County of Mendocino's Prevention, Recovery, Resiliency, and Mitigation Division and the Grants Unit submitted an application on March 13, 2025, for the Northern Mendocino County Wildfire Resilience and Evacuation Safety Project to the CWDG Program. This project consists of three main components: (1) the removal of hazardous trees and fuel reduction along key evacuation routes in the low-income region of northern Mendocino County; (2) comprehensive public education and community outreach to inform north county residents about evacuation preparedness; and (3) the development of detailed, localized evacuation plans for unincorporated communities in the area. The project proposed is in alignment with Mendocino County's 2016 CWPP as well as its 2020 MJHMP which emphasize hazardous fuels reduction and the need for state/federal resources in these areas.

The timeline established for this grant did not allow sufficient time for the application to undergo review and

Item #: 3j)

approval by the Board of Supervisors prior to submission. Given the urgent deadlines, particularly due to the comprehensive requirements associated with the federal application process, staff prioritized the development of a competitive proposal within the constrained timeframe. This approach was critical to ensure compliance with eligibility criteria and to meet the grant submission deadline. If awarded, the Chief Executive Officer or a designated representative will sign and execute the agreement and any related documents pertaining to the grant.

Alternative Action/Motion:

Do not approve and provide direction to staff and return item to staff for alternative handling.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: District 3 , District 4

Vote Requirement: Majority

Supplemental Information Available Online At: [Community Wildfire Defense Grant Program | US Forest Service](https://www.fs.usda.gov/managing-land/fire/grants/cwdg)
<<https://www.fs.usda.gov/managing-land/fire/grants/cwdg>>

Fiscal Details:

source of funding: USDA CWDG grant revenue if awarded.

current f/y cost: Total grant revenue \$6,382,432 if awarded.

budget clarification: Total grant revenue of \$6,382,432 if awarded over a five-year performance period. USDA Forest Service CWDG grant is not part of the current year's budget.

annual recurring cost: If awarded, the USDA CWDG grant would provide a total of \$6,382,432 over 5 years.

budgeted in current f/y (if no, please describe): No CWDG grant is not included in FY24-25 budgeting

revenue agreement: Yes

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





[Home](#) [Detail Sections](#)

Proposal :: CA / Project

Submitted to CSS on Mar 13, 2025

Actions

<div>FY 2024 - 2025</div> <div>USDA Forest Service</div> <div>Community Wildfire Defense Grant Application</div>	File Name			
	State: CA		Keyword: Project	
	Region:		Priority: Id:	
	Administration Information			
	Funds Requested:		\$6,382,432	
	Match:			
	Score:		Ranking: Project Funding: \$6,382,432	

1	Proposal Cooperator [CA]				
	Cooperator Organization:		County of Mendocino		
	Contact Person:		Kelly Hansen		
	Address:		501 Low Gap Road, Room 1010		
	City:		Ukiah	State: CA	ZIP Code: 95482
	Phone:		707-234-6031	Email:	hansenk@mendocinocounty.gov

1	Applicant Information [CA]				
	Applicant:		County of Mendocino		
	Contact Person:		Darcie Antle		
	Address:		501 Low Gap Road, Room 1010		
	City:		Ukiah	State: CA	ZIP Code: 95482
	Phone (work/cell):		707-234-6034	Fax:	707-463-5649
	Email:		antled@mendocinocounty.gov		
Federal Tax ID:		94-6000520	UEI: FSMPK8PJHKP8		

Is either the Applicant or Proposal Cooperator an Alaskan Native Corporation or an Indian Tribe (either federal or state recognized)?

Please answer either Yes or No

Is the Applicant an Alaskan Native Corporation or an Indian Tribe

No

2

Provide the expiration date for your sam.gov Unique Entity Identifier (UEI) number registration. Note: The UEI# and an active sam.gov registration are needed to apply for the grant.

UEI # and Sam.gov Expiration Date

SAM Expiration Date: 06-04-2025
UEI: FSMPK8PJHKP8

3

4	Project Information	
	Name of the Project:	North Mendocino County Wildfire Resilience and Evacuation Safety Project
	Community Name(s):	Laytonville, Leggett, Covelo/Round Valley
	Counties:	Mendocino
Congressional District:		2

GIS Coordinates

Ref. Point Name:

Lat/Long:

Description:

4

Area Name: North Mendocino County Project Boundary

Boundary Lat/Longs: 40.000035, -124.003526; 39.889852, -123.110449; 39.489734, -123.117830; 39.492122, -123.429662; 39.433622, -123.523692; 39.436593, -123.821771; 39.687138, -123.804131

Description: Boundary incorporates all project activities

Provide a brief overview and purpose statement for the project, addressing the overall intent of this program to assist communities with planning and mitigating their risk against wildfire.

Brief Project Overview and Purpose

The North Mendocino County Wildfire Resilience and Evacuation Safety Project proposes to (1) remove hazardous trees and reduce fuel loads along key evacuation routes in the low-income region of northern Mendocino County (2) conduct Public Education & Community Outreach to inform north county residents on evacuation preparedness, and (3) create localized Evacuation Plans for unincorporated communities in north county.

The Mendocino County Disaster Prevention, Recovery, Resilience, and Mitigation (PRRM) Department will lead project implementation in partnership with the Countys Office of Emergency Services (OES), Sheriffs Department, Departments of Transportation (DOT), Animal Care Services, and Social Services, and with the support of contractors and/or consultants. Specifically, the County will procure professional services to support (1) hazardous tree identification and GIS mapping by a qualified arborist, (2) CEQA and environmental planning, (3) public outreach efforts at a wide range of community events, (4) development of localized evacuation plans, and (5) labor compliance including Davis-Bacon and state prevailing wage.

5 To complete the tree removal and fuels reduction component of this project, the County proposes procurement of new heavy equipment including a Caterpillar 309 CR excavator with a fixed-tooth mulcher, a Tiger Tractor flail mower, and a tow-behind chipper, all of which will be operated and maintained by the County's Department of Transportation. Additional purchases to implement the project include handheld tools, pre-packed go bags, and supplies for outreach and education events.

The purpose of the project is to enhance evacuation safety and wildfire resilience in the high-risk communities of northern Mendocino County, which comprises 47% of the countys total area and holds a population of over 16,000 people. This region faces unique challenges due to its remote nature, long response times from first responders during emergency situations, limited infrastructure, high poverty rates, and severe wildfire risks which make it a priority for targeted resiliency efforts.

The project proposed is in alignment with Mendocino Countys 2016 CWPP as well as its 2020 MJHMP which emphasize hazardous fuels reduction and the need for state/federal resources in these areas. Other plans that support the project are the 2020 County Fire Vulnerability Assessment, the County General Plan which adopted the County Emergency Operations Plan and Design Element (DE)-219.3b: Identify new evacuation routes consistent with the County Evacuation Plan, ensuring effective ingress/egress from isolated communities, California Wildfire Forest Resiliency Action Plan, and the National Cohesive Wildland Fire Management Strategy.

Respond with the grant component type that applies to the application (please select only one per application):

1.) Creating or Updating a Community Wildfire Protection Plan (CWPP) that is more than five (5) years old.

2.) Project described in a CWPP that is less than ten (10) years old. (See NOFO for CWPP alternative requirements such as Hazard Mitigation Plans)

Grant Component Type

This project falls under grant component type 2) Project described in a CWPP that is less than ten (10) years old.

6

For project implementations, an eligible CWPP or equivalent plan needs to be included.

Provide a link to the CWPP or if no link exists, please send a copy to the CWDG Forest Service email at SM.FS.usfs_cwdg@usda.gov. (Include the State/Island/Tribe, project name, and applicant information)

(Note: If the application is for a CWPP development or revision, a current CWPP is not required.)

Include an Eligible CWPP or Equivalent Plan

Mendocino Countys 2016 CWPP has been sent to the CWDG inbox at SM.FS.usfs_cwdg@usda.gov as part of the application submittal process.

7

Please respond yes or no if the community is considered "at-risk" (please refer to the definition within the NOFO). Provide a web link to the verification source. (Note: At-Risk is a basic eligibility requirement of this grant opportunity. If the answer to this question is "no," do not proceed with the application process.)

Is Your Community Considered "At-Risk"

Yes. Mendocino County is considered at risk in accordance with At-Risk Community Option 2. It has a higher Wildfire Hazard Potential than 97.3% of counties in the nation, a 4.1% increase since 2023 CWDG data.

8

Source:

Wildfire Risk to Communities, Version 2. 2024. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/6045>

Do you currently have, or will you adopt prior to grant award, an ordinance or regulation that requires that roofs for new building construction, as well as the reroofing or replacement of a roof on existing buildings, adheres to standards that are similar to, or more stringent than, the roof construction standards established by the National Fire Protection Association or applicable model building code established by the International Code Council (this is not a requirement for eligibility but determines the source of funds).

Roofing Code/Ordinance

Mendocino County has adopted the 2022 editions of the California Fire Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards Code, and California Energy Code. The California codes adhere to standards that are equivalent to, or more stringent than, the roof construction standards established by the National Fire Protection Association.

Sources:

- 9 https://library.municode.com/ca/mendocino_county/codes/code_of_ordinances?nodeId=MECOCO_TIT18BURE_CH18.04INGE_S18.04.025CACOAD
<https://up.codes/viewer/california/ca-fire-code-2022>
<https://up.codes/viewer/california/ca-building-code-2022>
<https://up.codes/viewer/california/ca-electric-code-2022>
<https://up.codes/viewer/california/ca-mechanical-code-2022>
<https://up.codes/viewer/california/ca-plumbing-code-2022>
<https://up.codes/viewer/california/ca-green-code-2022>
<https://up.codes/viewer/california/ca-energy-code-2022>

Are you planning on applying for a grant match waiver based on the project serving an underserved community? Please respond yes or no. If yes, include sufficient supporting documentation in your waiver request to demonstrate that the community meets the Low-Income criteria. In addition, Indian Tribes, Alaskan Native Corporations, Pacific Island Territories, and the US Virgin Islands.

Grant Waiver

Mendocino County, CA, is considered an underserved county and is eligible to apply for a cost-share waiver. The Census Bureau estimates its median household income is between \$61,737 and \$67,639. To qualify in California, the low-end of the estimate must be less than \$76,829.

10

Source:

U.S. Census Bureau. (2022). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/6045>

10 points. 7500 characters including spaces.

Clearly define the scope of the project, what the project proposes to accomplish, why it is important, and how it supports the Cohesive Wildland Fire Management Strategy and relevant State Forest Action Plan (or equivalent Tribal plan).

Provide a comprehensive but succinct overview of the proposed project that includes basic details of who is doing what, where, and why this is important. Explain how the project is described in a CWPP (or acceptable alternative as described in the NOFO). Specify if benefits to traditionally underserved or marginalized audiences are a component of the work.

Project Description

This project is comprised of three components: (1) complete Hazardous Tree Removal and Fuels Reduction along key evacuation routes in the low-income region of northern Mendocino County (2) conduct robust Public Education & Community Outreach to educate north county communities on evacuation preparedness, and (3) create detailed, localized Evacuation Plans for unincorporated communities in north county.

The project focus area is the unincorporated rural communities located in northern Mendocino County, generally comprising census tracts 101, 102, 103, 106.2, and parts of 108.02 with the most notable towns being Covelo (1,394) and Laytonville (1,152). Encompassing up to 1,800 square miles (~47% of the total county) and a population of 16,128 (2020), northern Mendocino County is characterized by dense forests, steep hills, and remote valleys, with many narrow, unpaved roads. This region is also home to the Round Valley Indian Tribes and the Cahto Tribe of the Laytonville Rancheria.

The Hazardous Tree Removal and Fuels Reduction component aims to enhance evacuation safety during wildfires by removing dead and dying trees and reducing fuel loads along evacuation routes in northern Mendocino County. First, DOT will develop an implementation plan that outlines treatment locations, timelines, and methods, in partnership with a contract arborist to assess tree health and support planning efforts. A consultant will also be procured to navigate CEQA during this initial planning stage.

To complete this portion of the project, the MCDOT proposes procurement of one Caterpillar 309 CR excavator with a fixed-tooth mulcher, two (2) Tiger Tractor flail mowers, and (2) tow-behind chippers, and twelve (12) battery-powered chainsaws. Upon completion of the project, the equipment will be used for countywide fire prevention efforts as outlined in the CWPP and for ongoing maintenance of the areas treated. Fuels reduction work and tree felling will be led by a contracted fuels crew in accordance with the above Implementation Plan, with County staff completing some portions of work where feasible. Treatment methods will be determined by the contractor based on site conditions but are generally expected to include vegetation thinning, brush clearing, and clearing of ingress/egress along evacuation routes using hand and mechanized means, with a focus on tree removal.

The Education & Outreach element takes a holistic approach to equipping northern Mendocino County communities for effective evacuation preparedness. This includes:

- (1) Developing an Outreach Plan to identify key community events for engagement and material distribution,
- (2) Procuring an Outreach Consultant to bolster public engagement at these events,
- (3) Supporting the Mendocino County Fire Safe Councils (MCFSCs) program to deliver evacuation education in local schools,
- (4) Conducting workshops to educate residents on evacuation zones and property preparation, with topics or sessions targeted to the functional needs each community and its residents,
- (5) Providing Starter Go-Bags to help residents be prepared and stay informed about evacuation notices and procedures, and
- (6) Informing the public of community outreach meetings, evacuation planning updates, and other evacuation preparedness information through a mixed media advertising campaign including radio, social media, and print materials.

The overall goal of educational outreach is to build awareness and engagement that empowers communities to evacuate safely during wildfires. Given the regions rural and dispersed nature, the Outreach Consultant and MCFSC program will ensure thorough outreach to all communities as well as schools within Laytonville, Round Valley, and Leggett Valley Unified School Districts which encompass 11 schools and ~881 students.

Lastly, targeted Evacuation Plans will be created for unincorporated northern county communities. This component will focus on mapping evacuation routes and identifying at-risk populations and will generate approximately 16 individualized community evacuation plans. A consultant will be procured to draft the new evacuation plans. These plans will target a variety of rural, sometimes remote neighborhoods with only one major road providing ingress and egress.

- 1) Bald Mountain Rd
- 2) Poonkinney Rd E
- 3) Eel River Ranch Rd
- 4) The lands of the Round Valley Indian Tribe in and around Covelo (census designated place)
- 5) Bell Springs Rd
- 6) Cahto Dr and the lands of the Cahto Tribe
- 7) Spyrock Rd
- 8) Woodman Canyon Rd
- 9) Cherry Creek in and around Laytonville (census designated place)
- 10) Branscomb Rd and the community of Branscomb
- 11) Laytonville-Dos Rios Rd
- 12) Poonkinney Rd W in and around Dos Rios
- 13) Leggett
- 14) Piercy
- 15) Westport
- 16) Whale Gulch

The Evacuation Plans will provide clear, actionable evacuation strategies for residents while also providing an operational framework for County officials and emergency responders to ensure effective evacuations during emergencies.

The North Mendocino County Wildfire Resilience and Evacuation Safety Project strengthens wildfire resilience through proactive fuels reduction, public education, and evacuation planning. Fuels reduction will improve evacuation safety, while outreach efforts will equip residents with critical knowledge. The creation of customized evacuation plans will provide a level of granular, community-specific planning previously unavailable.

The project supports all goals in the Cohesive Wildland Fire Management Strategy:

1. Restore and Maintain Landscapes: Vegetation management and tree removal will protect evacuees, emergency responders, and essential transportation corridors while reducing fire spread, thus facilitating safer passage during disasters.
2. Fire-adapted Communities: Combining fuels reduction efforts with outreach to enhance evacuation awareness, as well as publishing localized evacuation plans that analyze these areas in greater detail, will equip the region with greater resources and knowledge to navigate wildfire effectively.
3. Wildfire Response: The fuels reduction and evacuation plan elements of this project will benefit evacuation effectiveness by improving navigation for County officials and local fire districts during wildfires.

Northern Mendocino County is an underserved region facing severe wildfire risk, economic disparities, and rural isolation. Poverty rates in census tracts 101 and 102 are 27.8% and 34.5% (ACS 2023), with median incomes at just 3747% of the state median (\$95,521) and far below the countywide average (\$67,454). These economic challenges, combined with limited access to essential services, make targeted wildfire resilience investments critical.

The project also achieves goals detailed in the 2016 Mendocino County CWPP:

- The project is among the three Fuel Treatment Methods approved by CAL FIRE as being the most effective and environmentally friendly: chipping, prescribed burning, and shaded and non-shaded fuel breaks (70).
- The project correlates with project objectives outlined in the CWPP including road clearing, vegetation management, and fuel break projects (104-112).

The project also aligns with the Countys 2020 Multi-jurisdictional Hazard Mitigation Plan:

- ma-WF-MC-239: Coordinate with fire protection agencies to develop vegetation management program to remove understory brush, hazardous trees, and excessive fuels around County roads and evacuation routes (xxix).

Applicant Budget [CA]				
	Grant		Match	TOTAL
	Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost
1 2	Personnel / Labor:	\$400,665		\$400,665
	Fringe Benefits:	\$416,127		\$416,127
	Travel:	\$2,450		\$2,450
	Equipment:	\$1,165,890		\$1,165,890
	Supplies:	\$114,800		\$114,800
	Contractual:	\$4,282,500		\$4,282,500
	Other:			
	Indirect Costs:			
	TOTAL:	\$6,382,432		\$6,382,432

10 points. 5000 characters including spaces.

Provide any additional remarks needed to clarify your budget request. Clearly explain how the budget will be spent by line item, sources of match, and how expenditures are applicable and relevant to the goals and objectives of the project. The budget narrative must describe how the grant funds will be spent with specific detail for each grant expenditure. It must describe how expenditures are applicable and relevant to the goals and objectives of the project. A project proposal must also show how the applicant will meet matching requirements or qualify for a waiver.

If qualified for a waiver, you do not need to show funding in the match column. Information regarding matching funds will not impact scoring. Any program income generated during the award period must be accounted for by either: 1) reducing the federal share of the award, 2) using as program match, or 3) using as additive funds to do more work. Program income means gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned because of the federal award during the period of performance.

Budget Explanation

Mendocino County qualifies for a Match Waiver, as discussed previously in this application.

Personnel/Labor & Fringe Benefits:

This line item includes County staffing costs to manage the grant agreement, procure contractors for services, develop the hazardous fuels reduction plan and community outreach plan, conduct public outreach meetings, manage project activities, and oversee contractor crews in the field. These activities are critical to project success, as they allow the County to develop detailed

scopes of work and procurement documents, assess field conditions for hazardous fuels reduction, and work collaboratively with contractors to achieve the project goals. The budget was developed by estimating the level of effort for County staff based on prior experience.

Please note that Mendocino County utilizes a fully burdened fringe benefit rate, accounting for all organizational costs associated with a staff member. As such, the County has used the fully burdened rates in establishing the budget and is not requesting Indirect Costs as a separate line item.

Staff costs by position, with labor rates and fringe rates:

MCDOT:

Dep. Dir. of Engineering: 712 hours * \$62.23/hr (Labor) + \$59.32/hr (Fringe) = \$86,544
 Rd Maintenance Supervisor: 150 hours * \$43.94/hr + \$43.20/hr = \$13,071
 Rd Maintenance Worker: 450 hours * 31.50/hr + \$30.03/hr = \$27,689
 Sr. Engineering Technician: 640 hours * 41.68/hr + \$34.13/hr = \$48,518
 Engineer: 400 hours * \$45.92/hr + \$42.39/hr = \$35,324
 Sr. Dept. Analyst: 240 hours * \$43.74/hr + \$40.38/hr = \$20,189
 Enviro. Compliance Specialist: 240 hours * \$33.15/hr + \$29.94/hr = \$15,142
 Safety Officer: 600 hours * \$37.79/hr + \$34.51/hr = \$43,380
 Surveyor: 1,400 hours * \$30.70/hr + \$27.73/hr = \$105,174

MCDOT Subtotals: \$206,605 Labor, \$188,525 Fringe

MCSO:

Sergeant: 50 hours * \$69.14/hr + \$115.11/hr = \$9,213
 Lieutenant: 50 hours * \$69.91/hr + \$122.74/hr = \$9,633
 Deputy: 50 hours * \$56.65/hr + \$98.69/hr = \$7,767

MCSO Subtotals: \$9,785 Labor, \$16,827 Fringe

Animal Care:

Director: 60 hours * \$70.14/hr + \$63.13/hr = \$7,996

Animal Care Subtotals: \$4,208 Labor, \$3,788 Fringe

Social Services:

Director: 60 hours * \$96.62/hr + \$93.94/hr = \$11,434

Social Services Subtotal: \$5,797 Labor, \$5,636 Fringe

Executive Office:

ES Coordinator: 235 hours * \$54.24/hr + \$45.96/hr = \$23,547
 ES Specialist: 265 hours * \$44.64/hr + \$37.83 = \$21,855
 Exec. Div. Mgr: 375 hours * \$76.14/hr + \$90.38/hr = \$62,445
 Admin. Analyst: 725 hours * \$45.92/hr + \$54.41/hr = \$117,503
 Chief Recovery and Resiliency Officer: 1,050 hours * \$64.30/hr + \$78.91/hr = \$150,371

Executive Office Subtotals: \$174,370 Labor, \$201,350 Fringe

TOTAL Labor and Fringe: \$406,335 Labor, \$424,581 Fringe

Travel:

Travel to project sites and outreach events estimated at 3,500 miles x \$0.70 per mile = \$2,450

Total Travel: \$2,450

Equipment:

Equipment costs were estimated based on quotes received by Mendocino County in early 2024, escalated 10% to account for inflation and potential price increases by time of purchase.

1 Caterpillar 309 CR with HM210 Fixed Tooth Mulcher (or equivalent): \$344,850
 2 Tiger Tractor Mowers 5120 M with Flail Mower Head (or equivalent): \$308,550 x 2 = \$617,100
 2 Bandit 12XP 12 Capacity Hand Fed Chipper (or equivalent): \$90,750 x 2 = \$181,500
 12 Husqvarna 540i XP Chainsaws (or equivalent): \$1,870 x 12 = \$22,440

Total Equipment: \$1,165,890

Supplies:

Pre-packaged go-bag starter kits, portable cell phone battery banks, general supplies for community outreach events including folding tables, chairs, shade tent, tablecloths, and printed handouts, and mixed media advertising campaign

Event Supplies: \$6,050 allowance

Go-Bag Kits: 500 units * \$104.50 ea = \$52,250

Cell Phone Battery Banks: 1,000 units * \$16.50 ea = \$16,500

Advertising Campaign: \$40,000 allowance

Total Supplies: \$114,800

Contractual:

Expenses include an arborist to identify and mark hazardous trees, a consultant for CEQA and environmental review, a public outreach contractor for community events, a consultant to develop individual evacuation plans, a labor compliance consultant for prevailing wage compliance, and a contractor for tree removal and fuels reduction. All costs are estimated based on actual costs of prior projects within the County.

Given the early stages of project planning, the County has requested an allocation for the tree removal and fuels reduction contractor, which will then be assessed and distributed amongst the identified priority roads as part of the Implementation Plan developed by MCDOT.

Arborist: 1,000 hours at \$150/hr = \$150,000

CEQA Compliance: 1,000 hours at \$150/hr = \$150,000

Community Outreach Contractor: 900 hours at \$125/hr = \$112,500

Evacuation Planning Consultant: 16 evacuation plans at \$20,000 per plan = \$320,000

Labor Compliance: \$40,000 allocation

Hazardous Tree Removal and Fuels Reduction: \$3,500,000 allocation

Total Contractual: \$4,282,500

No program income is anticipated.

10 points. 7500 characters including spaces.

Clearly define how the project will be accomplished, including at least one of the quantitative accomplishment measures provided in the measurable outcomes table. Identify measurable outcomes and timelines (are the proposed activities clear and achievable, goals defined, outcomes measurable, # of acres treated, # of education/outreach programs, planning/assessment efforts clearly described, etc.). Include metrics for measuring progress towards the accomplishment(s). Describe any applicable less quantifiable return on investments.

Accomplishments

The project will be implemented through three primary components: Hazardous Tree Removal & Fuels Reduction, Community Education & Engagement, and Evacuation Plan Development.

Hazardous Tree Removal & Fuels Reduction:

To improve evacuation safety and efficiency during wildfires, the project will focus on hazardous tree removal and fuels reduction along key evacuation routes in northern Mendocino County.

Activities include:

1. Implementation Plan Development

MCDOT will create a detailed plan that identifies priority treatment locations, treatment methods, and work timelines. The department will define specific work tasks and assign them to either County forces and/or contractors based on project needs.

2. Environmental Clearance

The County will procure a planning consultant to lead the CEQA process.

3. Arborist Procurement

An arborist will be procured to support MCDOT as needed with identifying, assessing, and prioritizing hazardous trees for removal within the defined project area.

4. Equipment Procurement

To support long-term vegetation management, the project includes the purchase of an excavator, tractor mowers, hand-fed chippers, and battery-powered chainsaws for use by County staff.

5. Hazardous Tree Removal and Fuels Reduction

Tree removal will be led by contractor(s) procured by Mendocino County, due to the specialized nature of tree felling. Contractor(s) will also lead the fuels reduction work, with MCDOT providing support in areas where doing so would be more cost-effective; for these areas, MCDOT anticipates using the procured equipment and its existing workforce. Final distribution of work between contractors and MCDOT staff will be determined in the Implementation Plan.

Community Education & Engagement:

The project will provide targeted educational and outreach efforts as a complement to the evacuation safety element to improve awareness and empower north county communities to make informed decisions and evacuate safely. The community outreach activities also provide a forum for local residents to meet one another, share their concerns, and identify opportunities for community-led wildfire safety initiatives such as forming neighborhood level Fire Safe Councils.

Activities include:

1. Strategic Outreach Plan

Identify key community events and locations for effective distribution of educational materials and engagement with residents.

2. Outreach Consultant Procurement

To include hiring an outreach specialist to attend events, provide interactive learning opportunities, and distribute educational

to include hiring an outreach specialist to attend events, provide interactive learning opportunities, and distribute educational resources.

3. MCFSC School Outreach

To include an allocation toward MCFSCs existing school program to conduct targeted outreach to the Laytonville, Round Valley, and Leggett School Districts.

4. County-led Workshops

The County will host community workshops to educate residents on evacuation zones, route options, and property preparation techniques. Workshops will be tailored to the needs of each community and its residents and may include sessions targeted to the elderly and individuals with functional or mobility limitations, residents with livestock and large animals, English-language learners or those with limited English proficiency, and Tribal communities.

5. Starter Go-Bag Giveaway Materials

To include providing emergency preparedness items to help residents assemble their own go-bags and reinforcing the importance of readiness in wildfire-prone areas. These materials will be distributed at outreach events, with a focus on County workshops.

6. Advertising Campaign

To promote upcoming public workshops and educational events through a variety of outlets including paid radio spots, social media, web, and print materials as applicable to each community.

1 Evacuation Plan Development:

4 The project will create Evacuation Plans for unincorporated communities across northern Mendocino County, with a focus on addressing community-specific risks. These plans will provide clear, actionable guidance for residents, first responders, and County officials, and ensure efficient and effective evacuations. The final deliverables will improve both resident preparedness and official response capabilities, particularly for remote and high-risk communities.

Activities include:

1. Procure a consultant to lead the evacuation planning effort in partnership with County staff from OES, Sheriff, and County Executive Office.

2. Evacuation Route Mapping

Conduct GIS analysis to assess evacuation routes while considering topographic and infrastructure constraints in each community.

3. Identify At-Risk Populations and Other Community Considerations

Utilize wildfire risk assessments, community data, and local knowledge to pinpoint vulnerable residents and facilities requiring additional evacuation support while considering factors such as livestock needs, elderly or medically vulnerable populations, and topographic conditions and barriers.

4. Developing Custom Evacuation Strategies

To include creating 16 evacuation plans that outline evacuation routes, staging areas, shelter-in-place areas, destinations for evacuees, and other relevant information.

A general timeline across the five-year grant term is provided below.

Months 1-60: Project Management & Grant Administration

- o Oversee project activities, direct staff, and coordinate with USFS, local agencies, emergency responders, and other stakeholders.
- o Complete quarterly and annual reporting.

Months 1-9: Project Kickoff & Planning

- o Develop work plans outlining evacuation safety, community outreach, and evacuation planning activities.
- o Generate scope of work and bid documents for contractors and consultants.
- o Identify priority evacuation routes and mark hazardous trees.
- o Place orders for equipment and supplies.
- o Identify outreach events and prepare training and giveaway materials.
- o Begin GIS mapping and route analysis for evacuation plan development.

Months 9-14: Contractor Procurement & Initial Coordination

- o Solicit, evaluate, and award contracts for fuels reduction, CEQA, arborists, outreach, evacuation planning, and labor compliance.
- o Finalize outreach strategy and event logistics.
- o Continued data collection for evacuation plans.

Months 14-59: Implementation Phase

- o Remove hazardous trees along primary evacuation corridors and conduct fuels reduction.
- o Execute outreach activities at community events and schools and conduct public trainings as outlined in the Community Outreach Plan.
- o Draft evacuation plans, solicit review from local agencies and MCSO staff, and finalize and adopt evacuation plans

Month 60: Grant Closeout

Measurable Outcomes include:

-1 MCDOT Implementation Plan

-Up to 6 Contractors Procured: fuels crew, arborist, community outreach, environmental compliance (CEQA), evacuation planning, and labor compliance

Tree Removal Equipment Procured:

One (1) unit Caterpillar 309 CR with HM210 Fixed Tooth Mulcher (or equivalent)

Two (2) units Tiger Tractor Mowers 5120 M with Flail Mower Head (or equivalent)

Two (2) units Bandit 12XP 12 Capacity Hand Fed Chipper (or equivalent)

Twelve (12) units Husqvarna 540i XP Chainsaws (or equivalent)

100% of identified key evacuation routes receiving treatment

15 Public Workshops

60 Community Outreach Events Attended

10 School Outreach Events Supported

16 Evacuation Plans

10 points. 7500 characters including spaces.

The application should clearly define collaborative elements, including support from partners, agencies, landowners, and communities. A project proposal must identify partners that will be actively engaged in carrying out the project and add value to project planning and implementation, with a description of each partner's role. Collaboration may be qualitative in nature, and the contribution of a partner may be more than the number of partners involved.

1.) Identify partners that have demonstrated a commitment and add value towards planning and carrying out the project.

2.) Describe what these partners and collaborators contribute.

3.) Demonstrate residual positive benefits as a result of collaboration related to capacity, skills, knowledge, infrastructure, or a replicable approach, among others.

Collaboration

The County of Mendocino Executive Office will lead this project and ensure strong cross-departmental and cross-agency coordination, as well as the integration of local expertise. The project implementation tasks will involve multiple county departments, including the Executive Office Team, including the County Department of Emergency Services, Prevention, Recovery, Resilience, and Mitigation Team, and the Grants Unit, to coordinate overall project activities, grant management, and educational workshops; the Department of Transportation (MCDOT) who will lead the fuels reduction strategic plan and tree removal effort; and the Mendocino County Sheriff's Office (MCSO) will provide insight and expertise during the evacuation route planning process.

Additional County departments such as the Animal Care and Social Services departments, will contribute expertise to the evacuation planning effort, providing valuable insight on evacuating vulnerable populations including those with medical needs and livestock.

Collaboration will extend beyond County departments to include specialized consultants for CEQA compliance, arborist services, fuels reduction, public outreach, evacuation planning, and labor compliance. The Mendocino County Fire Safe Council (MCFSC) will also play a key role in community engagement, and CWDG funds will aid in expanding their school outreach program to deliver targeted evacuation education to students and families in northern Mendocino County. In addition, the school-based educational programming supported by this funding will include collaboration with the Mendocino County Office of Education (MCOE).

- 1** To ensure a broad regional approach, the County will actively coordinate with local fire districts in north county to leverage their on-the-ground knowledge to refine evacuation plans and MCDOT's implementation plan. Engagement with these districts will help prevent duplication of efforts and ensure alignment with existing fire mitigation and emergency response strategies. Mendocino County contains numerous independent fire protection districts, with the north county region targeted by this project including Whale Gulch Volunteer Fire Company, Piercy Fire Protection District, Westport Volunteer Fire Department, Leggett Valley Fire Protection District, Covelo Fire Protection District, Long Valley Fire Protection District, and Little Lake Fire Protection District.

As evidence of collaboration and the overall support for this project concept, the County of Mendocino has received and enclosed with this application letters of support from:

1. Mendocino County Fire Safe Council
2. Mendocino County Office of Education
3. Wildwood Fire Safe Council
4. Piercy Fire Protection District
5. Westport Volunteer Fire Department
6. Leggett Volunteer Fire Department
7. Whale Gulch Volunteer Fire Protection District
8. Round Valley Indian Tribes
9. State Assemblymember Chris Rogers
10. State Senator Mike McGuire
11. Congressman Jared Huffman

10 points. 7500 characters including spaces.

Clearly define the scale of the project, including relationships with past, present, or future projects that, when combined, offer more benefits than when taken individually. Describe the overall landscape and land ownership that the project influences in addition to the defined project area. Specify areas targeted for planning or mitigation. Clearly describe each proposed activity and include details on where they will be occurring. Include the approximate number of structures that will benefit from the proposed action.

Landscape Impacts

The landscape to be influenced by the project is heavily wooded and subject to severe wildfire risk. The locations to receive treatment are the evacuation routes in northern Mendocino County, to be determined by the MCDOT Implementation Plan that will be developed at the start of the grant performance period. The priority roads for inclusion in this project are shown on the enclosed Project Mapping and have been identified via desktop review by MCDOT staff in preparation for this application. All work will occur on or around County owned and operated roads and lands.

Northern Mendocino County encompasses ~1,800 sq. mi. and makes up about 47% of the total county, with landscapes including those dominated by dense conifer and mixed conifer forests, oak woodlands, chaparral, and seasonal grasses. Elevations range from 600 feet in the Round Valley floor to over 6,500 feet in the Yolla Bolly-Middle Eel Wilderness and along the Mendocino National Forest ridges; this steep gradient contributes to the region's wildfire risk, affecting fire behavior, accessibility, and emergency response planning.

Since 2017, wildfires in north county have included the August Complex Fire (2020) which burned over 1 million acres and affected areas near Covelo, the Round Valley Indian Tribes, and surrounding forests in the northern Mendocino region. Additionally, several smaller fires that have occurred near Covelo and Laytonville over the years have collectively burned ~10,000 acres. Mendocino County has also experienced numerous wildfires in recent years in other regions of the County, including the devastating Redwood Complex Fire in 2017, the Mendocino Complex Fire in 2018, and the Oak Fire in 2020, all of which required rapid evacuations and coordination amongst first responders.

Vegetative Fuels Reduction:

The coverage area will include north county evacuation routes identified in the MCDOT Strategic Plan to be targeted for roadside fuels reduction and clearing of ingress/egresses. Treatment prescriptions will be determined by County staff when developing the project Implementation Plan, while treatment methods will be determined by the contracted fuels crew but are generally anticipated to include mechanical and manual treatments such as mowing, weed whacking, mastication, removal of ladder fuels, and other related treatments.

- 1** The intent of the work will be to reduce fuels to ensure safe evacuation routes during fire events, limit ladder fuels that can
6 create crown fires, and generally improve the overall safety of these roadways.

Hazardous Tree Removal:

Tree removal activities will be targeted in the north county, with specific locations and the number of trees removed to be determined in the MCDOT Implementation Plan developed by this project. Trees will be identified by County staff and, when applicable, verified by a contracted arborist, and marked for removal.

Work efforts will focus on the most hazardous trees threatening ingress and egress routes, and all removed trees will either be disposed of onsite or hauled away. Stumps will be left in place to minimize ground disturbance and prevent erosion. No slash, chips, or other materials will be deposited in watercourses or other sensitive habitat areas, though in some cases slash may be pile burned, and chips may be broadcast onsite.

Evacuation Planning:

This region of the County contains many small neighborhoods built in remote areas, generally characterized by a main, unpaved access road along with a network of private unpaved roads, unpaved driveways/access roads, and, in some cases, gates delineating property boundaries or driveways. This creates clusters of residents in high wildfire hazard areas with unique access considerations and exceedingly challenging terrain.

Many of the County's first responders may only have limited familiarity with these areas when coordinating evacuations, creating a highly dangerous situation. In developing this application, the County worked with MCSO, OES, and Executive Office staff to identify these communities and define clusters of neighborhoods which could be served by one detailed evacuation plan. This exercise resulted in the decision to create multiple plans in some areas and consolidate plans in others.

For example, the Covelo/Round Valley community is a small valley surrounded by forested lands and small neighborhoods like those described above. This region has sufficient population and distribution of homes that multiple plans are necessary; small communities such as Leggett, Whale Gulch, or Westport, while still having multiple neighborhoods and access roads, are less populated and more geographically concentrated, allowing one detailed evacuation plan to serve multiple small neighborhoods.

10 points. 7500 characters including spaces.

Clearly define how or if the project will sustain itself after the grant period is over. Describe any plans or steps that will be taken to continue the project benefits beyond the life of the grant as well as who or what organizations are responsible.

Project Sustainability

The project will sustain its benefits well beyond the grant period through strategic capital equipment investments and the expansion of County staff capacity.

Evacuation Safety:

The proposed capital purchases, including two (2) chippers, two (2) tractor mower attachments, one (1) mini-excavator with a fixed-tooth mulcher attachment, and twelve (12) battery-powered chainsaws will enable MCDOT to take on tree removal and fuels reduction activities in-house, reducing reliance on costly contracted crews. To complement these efforts, the Sheriff's Office will store and deploy chainsaws in patrol vehicles and substations, enabling deputies to quickly clear fallen trees and debris that could obstruct roadways during wildfire events and other emergencies.

This coordinated approach ensures evacuation routes remain passable both during and after the project performance period. Similarly, tree removal is a highly durable method of fuels reduction, as many of the trees which pose the greatest threat to ingress and egress during fire events are larger in size and take many years to achieve this size. Removing the highest priority trees will result in safer roadways for many years, as it may take that long or longer for other trees to grow to sufficient size and cause a similar level of threat to these routes.

1 Community Education & Engagement:

- 7** The sustainability of the community outreach and education components will be maintained through ongoing activities led by the County Executive Office. Lessons learned and materials developed during the project will continue to serve as the foundation for future community engagement. The response and engagement received at different outreach events will be catalogued, as will outcomes such as additional sign-ups for the County evacuation alert system, MendoReady. This information will help County staff deploy more limited outreach resources in the future to the most impactful audiences, while also identifying regions or events which could use additional engagement activities in the future.

Evacuation Plans:

The evacuation plans to be developed by this project will be integrated into the County's standard operating procedures and emergency response strategies and will provide long-term value by offering actionable evacuation strategies to guide future preparedness efforts. The County will collaborate across departments to update and maintain these plans as needed for continued relevance and effectiveness.

Additionally, the information contained in these plans and the evacuations which they support will be communicated via platforms like Mendo Ready, the County's evacuation alert platform, and Watch Duty, a non-profit service which amplifies public information communicated during disaster events. As such, the evacuation procedures and routes developed during this planning process will be leveraged every time there is an evacuation warning or order in these communities. These evacuation plans are also exceedingly durable and will yield significant benefits for the community with minimal long-term maintenance needed.

10 points. 3000 characters including spaces.

Does this project benefit a low-income community as defined in the NOFO? To receive priority points the application must clearly demonstrate and document whether the project benefits a low-income community, as defined.

Please respond yes or no. Provide a description and web link to the verification source.

Does this Project Benefit a Low-Income Community

Yes. Mendocino County, CA, meets the "low income" criteria. The Census Bureau estimates its median household income is between \$61,737 and \$67,639. To qualify in California, the low-end of the estimate must be less than \$76,829.

Against the median household incomes of the State of California (\$84,097) and the United States (\$69,021), Mendocino County makes up 73% of the state average and 89% of the national average. In general, Mendocino County consistently ranks among the poorest counties in California. Additionally, according to the CDC/ATSDR Social Vulnerability Index, Mendocino County scores 0.9726 which indicates a very high level of vulnerability.

**1
8**

Sources:

U.S. Census Bureau. (2022). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/6045>

https://www.atsdr.cdc.gov/place-health/php/svi/svi-interactive-map.html?CDC_AAref_Val=https://www.atsdr.cdc.gov/placeandhealth/svi/interactive_map.html

10 points. 3000 characters including spaces.

Has all or part of the project area been impacted by a severe disaster that impacts wildfire risk and/or hazard?

Please respond yes or no. Provide a web link to the verification source.

Has this Community Been Impacted by a Severe Disaster: Part 1

Yes. Please see Part 2 for detailed information.

- 1** Sources:
9 <https://wildfirerisk.org/cwdg-tool/6045>
<https://www.fire.ca.gov/incidents>

If yes, in order to receive priority points the application must clearly demonstrate and document whether the project benefits a community that has been impacted by a severe disaster within the previous ten (10) years, and clearly exhibit how the severe disaster increased wildfire risk and/or hazard and was of a scale and scope to have had landscape impacts (please see full definition in the NOFO). Note: simply listing a disaster will not suffice; you must explain how this disaster has impacted the community's wildfire risk and hazard (not all disasters will qualify for points if it cannot be shown they have influenced the community's risk or hazard).

Has this Community Been Impacted by a Severe Disaster: Part 2

According to the 2024 FEMA Disaster Declarations Summary, Mendocino County experienced 13 climate-related disasters since 2017 including eight related to severe winter storms, flooding, and mudslides (two in 2017, two in 2019, four in 2023) and five wildfire disasters (three in 2018, one in 2020, and one in 2021).

Recent and notable wildfires include the Ranch and River Fires (2018), Redwood Fire (2017), North Pass Fire (2012), and the prolific Mendocino Lightning Complex (2008) which burned 54,817 acres, caused \$48.5 million in damages, and resulted in the destruction of a residence and outbuilding that injured 47.

More recently, the community was impacted by smaller fires including the Mina Fire in July 2024 which ignited outside of Covelo in northern Mendocino County and burned approximately 98 acres and resulted in one civilian fatality. Immediately following the Mina Fire, the Grange Fire occurred in southwest Mendocino County and burned ~80 acres near Boonville.

2 Severe wildfires have drastically altered the landscapes of Mendocino County, leading to ecosystem shifts and allowing invasive species to outcompete native plants which significantly slow forest recovery post fire. These fast-growing invasives are highly flammable and difficult to control and further increases wildfire risk in this highly rural region.

Post-fire conditions have also led to increased erosion, flooding, debris flows, and landslides, creating long-term hazards that continue to impact the community well after the flames are extinguished. In Northern Mendocino County, these challenges are compounded by high fire risk, low income, and a rural landscape that limits access to resources, all of which exacerbate wildfire risks and hinder recovery efforts.

Sources:

<https://wildfirerisk.org/cwdg-tool/6045>

<https://www.fire.ca.gov/incidents>

10 points. 3000 characters including spaces.

To receive priority points the application must clearly demonstrate and document whether the project is located in an area identified as having high or very high wildfire hazard potential as defined by a local, state, Tribal, regional, or national wildfire hazard potential assessment.

Please respond yes or no, and provide a description and web link to the verification source.

Does the Project Location have Wildfire Hazard Potential

Yes. Mendocino County, CA, meets the "wildfire hazard potential" criteria and has a higher wildfire hazard potential than 97.3% of counties in the nation. Historically, wildland fires in Mendocino County have burned thousands of acres and caused considerable property losses and the occasional loss of life.

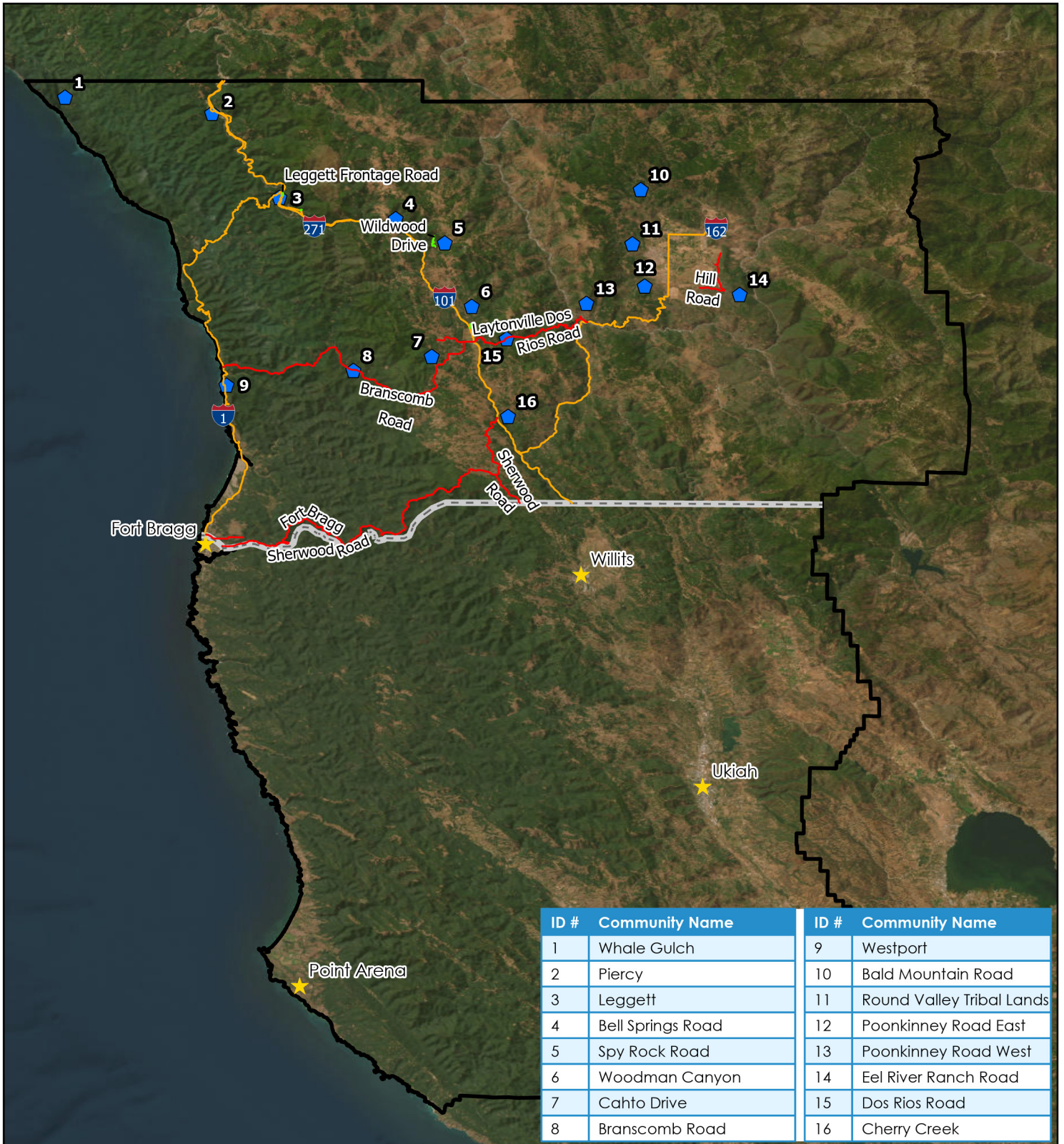
2 On average, it is estimated that a wildfire greater than 5,000 acres will occur in the County once every three years. In the past 10 years, five governor-proclaimed wildfire disasters have occurred in Mendocino County.

Source: Wildfire Risk to Communities, Version 2. 2024. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/6045>

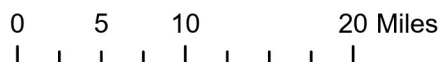
Community Wildfire Defense Grant

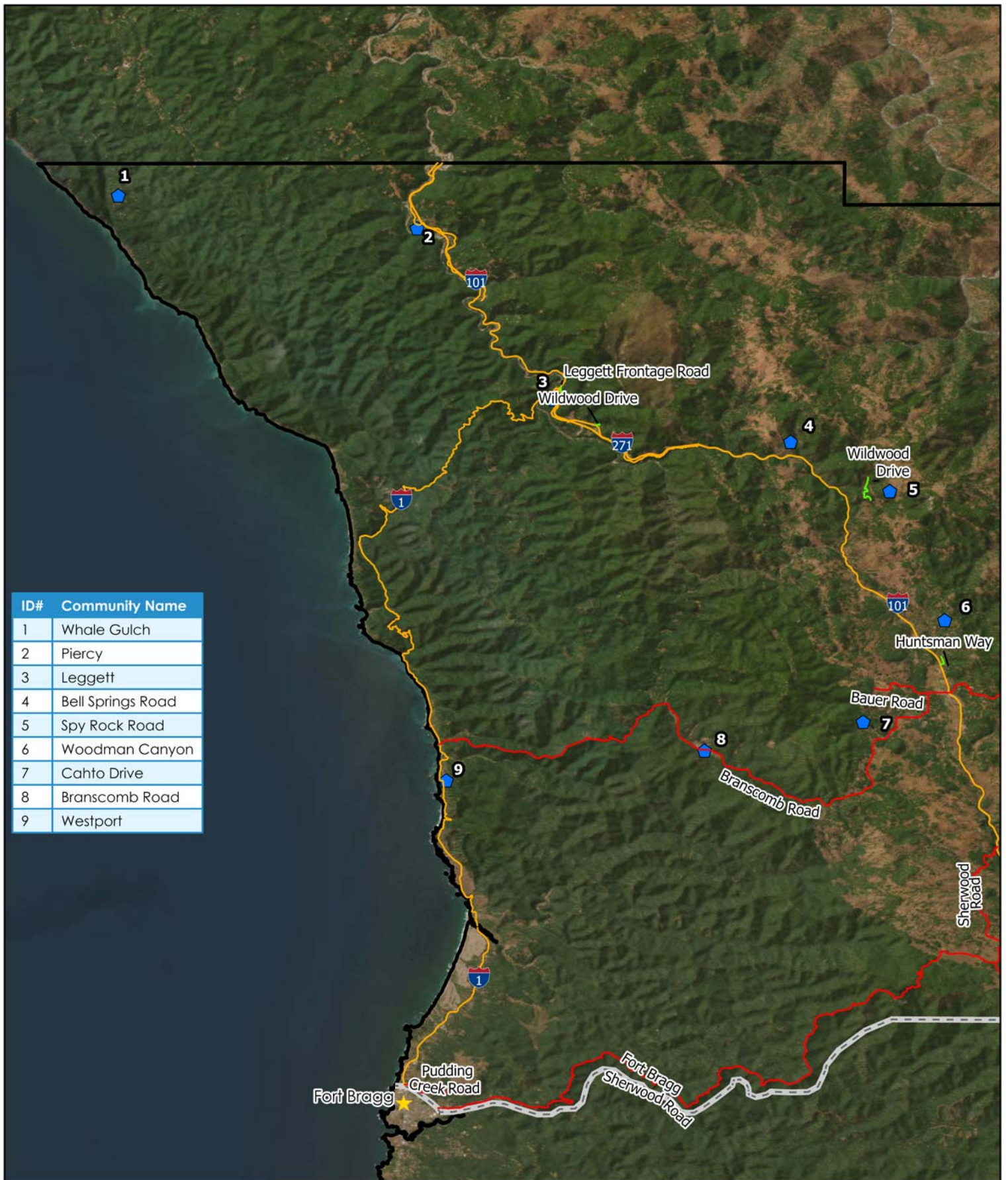
North Mendocino County Wildfire Resilience
and Evacuation Safety Project
USFS 2024 CWDG

Project Overview Map



Map produced: March 2025
Coordinate System: NAD 83, Calif. State Plane Zone II
Projection: Lambert Conformal Conic
US Census Bureau: 2024 TIGER/Line Shapefiles: Roads - CA, Mendocino County
Aerial Imagery: US Dept. of Agriculture/ArcGIS Online mosaic
Topographic Data: USGS 7.5 minute quad series Mount Diablo Base & Meridian
All spatial data is approximate. This map is not a substitute for a proper land survey

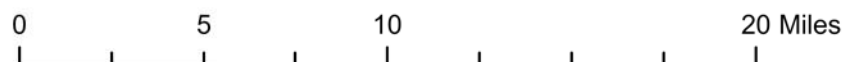


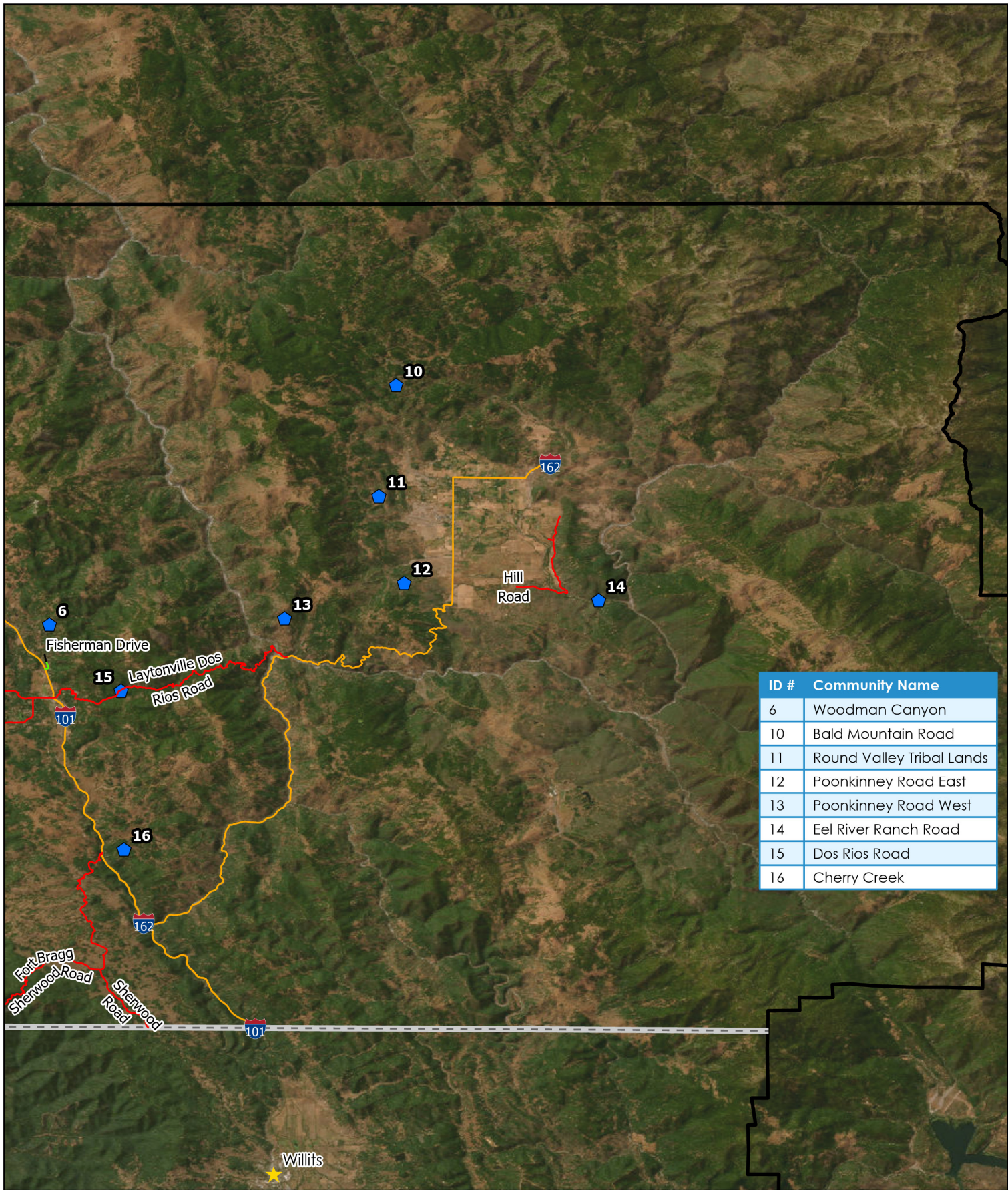


ID#	Community Name
1	Whale Gulch
2	Piercy
3	Leggett
4	Bell Springs Road
5	Spy Rock Road
6	Woodman Canyon
7	Cahto Drive
8	Branscomb Road
9	Westport

—	Primary Roads
—	Secondary Roads
	Project Boundary
—	California Highways
⬠	Evacuation Communities
★	Mendocino Cities
	Mendocino County

Project Location Map - West

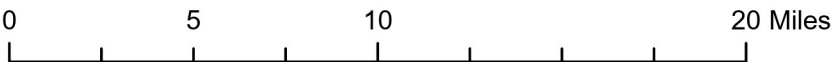




ID #	Community Name
6	Woodman Canyon
10	Bald Mountain Road
11	Round Valley Tribal Lands
12	Poonkinney Road East
13	Poonkinney Road West
14	Eel River Ranch Road
15	Dos Rios Road
16	Cherry Creek

Project Location Map - East

- Primary Roads
- Secondary Roads
- Project Boundary
- California Highways
- Evacuation Communities
- Mendocino Cities
- Mendocino County



FY 2024-2025 USDA Forest Service
Community Wildfire Defense Grant (CWDG) Application

Applicant:
County of Mendocino

Project:
North Mendocino County Wildfire Resilience and Evacuation Safety

Letters of Support

JARED HUFFMAN
2ND DISTRICT, CALIFORNIA

WASHINGTON OFFICE
2445 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-5161
WEBSITE: huffman.house.gov

Congress of the United States
House of Representatives
Washington, DC 20515-0502

COMMITTEE ON
NATURAL RESOURCES
WATER, WILDLIFE, AND FISHERIES – RANKING MEMBER
ENERGY AND MINERAL RESOURCES
COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE
HIGHWAYS AND TRANSIT
WATER RESOURCES AND ENVIRONMENT
RAILROADS, PIPELINES, AND HAZARDOUS MATERIALS
ECONOMIC DEVELOPMENT, PUBLIC BUILDINGS,
AND EMERGENCY MANAGEMENT

March 12, 2025

Brooke Rollins
Secretary
U.S. Department of Agriculture
212A Whitten Building
1400 Independence Avenue, SW
Washington, DC 20250

Dear Secretary Rollins:


I am writing to express my support for the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for their North Mendocino County Wildfire Resilience and Evacuation Safety Project. This project seeks to increase wildfire resiliency for remote and at-risk communities in northern Mendocino County.

Northern Mendocino County is comprised of highly rural, fire-prone communities, with more than 16,000 people facing extreme wildfire risk, economic hardship, and geographic isolation. CWDG funds will be crucial in mobilizing the County's efforts to mitigate immediate wildfire threats, enhance preparedness, and build long-term resilience in this region.

The project will increase wildfire resiliency by targeting fuels reduction, public education, and evacuation planning. Specifically, this project will achieve this by implementing vegetation management and hazardous tree removal along key evacuation routes. It will conduct extensive public education and outreach through public training sessions, school programs, and community events to increase evacuation understanding and preparedness. Further, the project will develop localized evacuation plans for all unincorporated communities in Northern Mendocino to be annexed into the Mendocino County Community Wildfire Protection Plan.

Thank you for your full and fair consideration for this application. Please contact my District Director, Shane Trimmer, at 415-258-9657 if you need additional information.

Sincerely,



JARED HUFFMAN
Member of Congress

California State Senate

SENATOR MIKE MCGUIRE

PRESIDENT PRO TEMPORE

NORTHERN CALIFORNIA'S SECOND SENATE DISTRICT



March 12, 2025

Sherry Hazelhurst, Director of State and Private Forestry
USDA Forest Service, Pacific Southwest Region
1323 Club Drive
Vallejo, CA 94592

Dear Director Hazelhurst:

I am writing to express my strong support for the County of Mendocino's application to the Community Wildfire Defense Grant program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project.

This project proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning. This will be conducted through vegetation management and hazardous tree removal along key evacuation routes with a focus on high-risk areas and robust community education and outreach. Additionally, this project will develop localized evacuation plans for all unincorporated north County communities, to be annexed into the Mendocino County Community Wildfire Protection Plan.

Because Northern Mendocino County is comprised of highly rural, fire-prone communities of 16,000+ people who face extreme wildfire risk, economic hardship, and geographic isolation, the CWDG funds will mobilize the County's efforts to mitigate immediate wildfire threats, enhance preparedness, and build long term resilience in the region.

I respectfully encourage you to support this proposal and look forward to seeing its successful implementation. If you have any questions, please do not hesitate to reach out to us at 707-468-8914.

Warmest regards,

A handwritten signature in black ink, appearing to be "Mike McGuire", written in a cursive style.

MIKE MCGUIRE
Senator

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0002
(916) 319-2002
FAX (916) 319-2102

DISTRICT OFFICE
50 D STREET, SUITE 450
SANTA ROSA, CA 95404
(707) 576-2526
FAX: (707) 576-2297

E-MAIL
Assemblymember.Rogers@assembly.ca.gov



COMMITTEES
BUDGET
COMMUNICATIONS AND
CONVEYANCE
TRANSPORTATION
UTILITIES AND ENERGY
WATER, PARKS, AND WILDLIFE
BUDGET SUBCOMMITTEE NO. 4 ON
CLIMATE CRISIS, RESOURCES,
ENERGY, AND TRANSPORTATION

March 12, 2025

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

As the Assemblymember for Mendocino County, I am pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

The project will (1) implement vegetation management and hazardous tree removal along key evacuation routes with a focus on high-risk areas, as well as procurement of essential equipment for ongoing management and emergency response, (2) conduct extensive public education and outreach through public trainings, school programs, and community events to increase evacuation understanding and preparedness, and (3) develop localized evacuation plans for all unincorporated north county communities, to be annexed into the Mendocino County Community Wildfire Protection Plan. Northern Mendocino County is comprised of highly rural, fire-prone communities of 16,000+ people who face extreme wildfire risk, economic hardship, and geographic isolation. CWDG funds will be crucial in mobilizing the County's efforts to mitigate immediate wildfire threats, enhance preparedness, and build long-term resilience in this region.

Thank you for your consideration of the County's request. Please contact my office if you have any questions at 707-576-2526.

Sincerely,

A handwritten signature in black ink that reads "Chris Rogers". The signature is written in a cursive, flowing style.

CHRIS ROGERS
Assemblymember, 2nd District

CR: sa



MENDOCINO COUNTY FIRE SAFE COUNCIL

To inform, empower, and mobilize county residents to survive and thrive in wildfire prone environments.

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

3/5/2025

Dear USFS Staff:

Mendocino County Fire Safe Council (MCFSC) is pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

The project will (1) implement vegetation management and hazardous tree removal along key evacuation routes with a focus on high-risk areas, as well as procurement of essential equipment for ongoing management and emergency response, (2) conduct extensive public education and outreach through public trainings, school programs, and community events to increase evacuation understanding and preparedness, and (3) develop localized evacuation plans for all unincorporated north county communities, to be annexed into the Mendocino County Community Wildfire Protection Plan. Northern Mendocino County is comprised of highly rural, fire-prone communities of 16,000+ people who face extreme wildfire risk, economic hardship, and geographic isolation. CWDG funds will be crucial in mobilizing the County's efforts to mitigate immediate wildfire threats, enhance preparedness, and build long-term resilience in this region.

This project aligns with MCFSC's mission to inform, empower and mobilize residents to survive and thrive in a wildfire prone environment. If awarded, MCFSC agrees to support the implementation of the grant and will be glad to share resources and knowledge to help drive the success of this project.

MCFSC fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Cratty".

Scott Cratty
Executive Director
Mendocino County Fire Safe Council



2240 Old River Road
Ukiah, CA 95482-6156

Ph. (707) 467-5001
Fax (707) 462-0379

NICOLE H. GLENTZER
Superintendent of Schools

SERVICE

EXCELLENCE

INNOVATION

TEAMWORK

March 7, 2025

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

Mendocino County Office of Education (MCOE) is pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

The project will (1) implement vegetation management and hazardous tree removal along key evacuation routes with a focus on high-risk areas, as well as procurement of essential equipment for ongoing management and emergency response, (2) conduct extensive public education and outreach through public trainings, school programs, and community events to increase evacuation understanding and preparedness, and (3) develop localized evacuation plans for all unincorporated north county communities, to be annexed into the Mendocino County Community Wildfire Protection Plan. Northern Mendocino County is comprised of highly rural, fire-prone communities of 16,000+ people who face extreme wildfire risk, economic hardship, and geographic isolation. CWDG funds will be crucial in mobilizing the County's efforts to mitigate immediate wildfire threats, enhance preparedness, and build long-term resilience in this region.

MCOE fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Sincerely,

Nicole H. Glentzer
County Superintendent of Schools
Mendocino County Office of Education

ROUND VALLEY INDIAN TRIBES
A Sovereign Nation of Confederated Tribes

TRIBAL COUNCIL OFFICE
77826 COVELO ROAD
COVELO, CALIFORNIA 95428
PHONE: 707-983-6126
FAX: 707-983-6128



LOCATION: ON STATE HWY 162
ONE MILE NORTH OF COVELO
IN ROUND VALLEY
TRIBAL TERRITORY SINCE TIME BEGAN

ROUND VALLEY RESERVATION ESTABLISHED 1856

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

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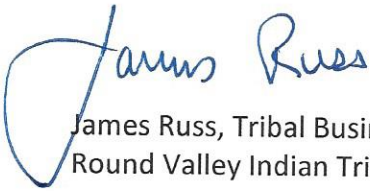
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The Round Valley Indian Tribe's mission is to promote the social and economic welfare of the members of the Round Valley Tribes. Protect the rights of all Tribal Members. Protect and develop our land, timber, fish, wildlife, water and natural resources. Preserve and protect our heritage including our cultural values and traditions and build a stronger tribal government. Preserve, secure and exercise all the inherent rights and powers of a Sovereign United Indian Tribe. This project aligns with our current grant we are working on from Cal OES. Our goals and priorities will be focused on potential emergencies that may affect the Tribal Community and the community at large such

as earthquakes, floods, wildfires, planned and unplanned power outages by creating this comprehensive TEMP we will learn about the community response plans, evacuation plans, and designated emergency shelters. If awarded, the Round Valley Indian Tribes agrees to support the implementation of the grant and will be glad to share resources and knowledge to help drive the success of this project.

The Round Valley Indian Tribes fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "James Russ". The signature is written in a cursive style with a large, looping initial "J".

James Russ, Tribal Business Administrator
Round Valley Indian Tribes



USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

Westport Volunteer Fire Department is pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

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Westport Volunteer Fire Department's mission is to respond to fire, medical, and other emergencies within the Westport Volunteer Fire Department response area, and to provide education and community services on health, safety, and emergency response issues for people living in or owning property in the Westport Volunteer Fire Department response area. This project aligns with our upcoming objectives match all of Mendocino County OES's CWDG grant proposal objectives. Branscomb Road has been identified as a key East-West Evacuation Route and is in great need of roadside fuels and hazardous tree removal. We are committed to seeking funding for this and for obtaining more emergency response equipment and vehicles using additional funding. It is also important to update our Emergency Preparedness / Response and Recovery Plans for Wildfire, Tsunami and Earthquake, while preparing for a shelter-in-place



evacuation center of our community members as well as potentially 3,000 campers and overnight transient tourists.

We in Westport have set the Western Branscomb Rd Evacuation Route and Community Planning, Preparedness and Evacuation safety as some of our highest priorities for upcoming grant applications. We are honored to join with OES to take this on. If awarded, Westport Volunteer Fire Department agrees to support the implementation of the grant and will be glad to share resources and knowledge to help drive the success of this project.

Westport Volunteer Fire Department fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Sincerely,

Chief Daniel Maxey
Westport Volunteer Fire Department

3.10.2025

Piercy Fire Protection District

**PO Box 206, Piercy, CA 95587
707-247-3333
Piercyfire.org**

March 6, 2025

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

The Piercy Fire Protection District (PFPD) is pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

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The mission of the Piercy Fire Protect District is to protect life and property in the Piercy community against threats from structural and wild-land fires, vehicle and medical emergencies, hazardous materials releases, and disasters, natural or man-made.

This project aligns with our goals to help provide an environmentally safe district for our residents and our community. If awarded, the PFPD agrees to support the implementation of the grant and will be glad to share resources and knowledge to help drive the success of this project.

The PFPD fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Sincerely,



Larry Casteel, Commissioner
Piercy Fire Protection District

Leggett Valley Fire Protection District
66255 Drive Thru Tree Rd.
PO Box 190
Leggett, CA. 95585]

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

Leggett Valley Fire Protection District is pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

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Leggett Valley Fire Protection District agrees to support the implementation of the grant and will be glad to share resources and knowledge to help drive the success of this project.

Leggett Valley Fire Protection District fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Respectfully,



Ely Reighter
Leggett Fire Chief

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

Wildwood Firesafe Council is pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

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Wildwood Firesafe Council mission is to provide fire safety through fuel reduction, signage, and addition water tanks for the Wildwood Ranchos subdivision. In 2023 we applied for and were awarded two grants, one from PG&E for \$30,000 which was used for fuel reduction and one from Mendocino County for \$8,000 which got us a total of 29,000 gallons of dedicated fire water storage. We are currently applying for the maximum allowable amount for two more grants for an firesafe evacuation route from Spyrock Road through Wildwood. Our project aligns with your proposed goals your goals of safe evacuation, education, and cooperation. If awarded, Wildwood Firesafe Council agrees to support the implementation of the grant and will be glad to share resources and knowledge to help drive the success of this project.

Wildwood Firesafe Council fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Sincerely,
Ronald Surratt and Alberta Davidson
Wildwood Firesafe Council

Whale Gulch Vol. Fire Co.

USDA Forest Service - Pacific Southwest Region
Community Wildfire Defense Grant (CWDG) Program
1323 Club Drive
Vallejo, CA 94592

Dear USFS Staff:

Whale Gulch Fire Co. is pleased to submit this letter in support of the County of Mendocino's application to the U.S. Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program for the North Mendocino County Wildfire Resilience and Evacuation Safety Project which proposes a comprehensive approach to increasing wildfire resiliency for remote and at-risk communities in northern Mendocino County through targeted fuels reduction, public education, and evacuation planning.

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Whale Gulch's mission is to reduce fuels on county rd and prvt. driveways, as well as creating a fuel break along our eastern ridge. This project aligns with our Firewise and Firesafe council goals by taking on these much needed projects, that have been on our five year plan. If awarded, Whale Gulch Fire agrees to support the implementation of the grant and will be glad to share resources and knowledge to help drive the success of this project.

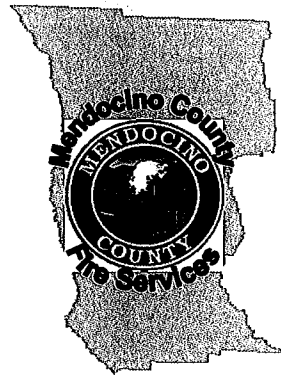
Whale Gulch Fire fully supports this project and asks that the USFS respond favorably to Mendocino County's funding request. Thank you for your consideration.

Sincerely,

Sascha Kissell

Sascha Kissell Cheif 5900
Whale Gulch Vol. Fire Co.

Mendocino County Community Wildfire Protection Plan



Mendocino County Fire Chiefs' Association

CAL FIRE
Mendocino Unit
Mendocino Fire Safe Council

DEDICATION

To all the firefighters of Mendocino County,
 especially the volunteers
who generously serve their communities night and day,
saving lives, homes, and resources with no repayment
 except the gratitude of those they assist
 and the satisfaction of a job well done;
 and to these firefighters' families who,
though often inconvenienced by the call to training or
 response,
support and assist their loved ones in this selfless work.

COMMUNITY WILDFIRE PROTECTION PLAN

AGREEMENT

This Community Wildfire Protection Plan developed for Mendocino County:

- Was collaboratively developed. Interested parties and federal agencies managing land in Mendocino County have been consulted.
- Identifies and prioritizes areas for hazardous fuel reduction treatments and recommends the types and methods of treatment that will protect Mendocino County.
- Recommends measures to reduce the ignitability of structures throughout the area addressed by the Plan.

The following entities attest that the standards listed above have been met and mutually agree with the contents of this Mendocino County Community Wildfire Protection Plan.

Christopher P. Rowney, Mendocino Unit Chief
CAL FIRE

Carl Magann, President
Mendocino County Fire Chiefs' Association



Dan Gjerde
Mendocino County Board of Supervisors

COMMUNITY WILDFIRE PROTECTION PLAN

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CAL FIRE

Carl Magann, President
Mendocino County Fire Chiefs’ Association

Dan Gjerde
Mendocino County Board of Supervisors

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CHAPTER 1

AN INTRODUCTION TO MENDOCINO COUNTY

Mendocino County was one of the original counties of California, created in 1850 at the time of statehood. The county derives its name from Cape Mendocino (most of which is actually located in adjacent Humboldt County).

Mendocino County is located in California's north coast region, bounded by the Pacific Ocean to the west, Sonoma County to the south, Lake County to the southeast and east, Glenn and Tehama Counties to the east and northeast, Trinity County to the north and east, and Humboldt County to the north. The borders with Glenn and Tehama Counties are completely within the Mendocino National Forest in the county's northeastern portion.

Within an area of 3,510 square miles, Mendocino County's elevation runs from sea level at the ocean to 6,954 feet atop Anthony Peak, near the Tehama County border. Inland from 129 miles of magnificent coastline, the environment is as varied as the terrain. World-class vineyards thrive in the southern valleys, and stands of redwoods and Douglas-firs tower down from the Pacific Coast Range. Numerous mountain peaks over 6,000 feet grace the northeastern portion of the county and bear snow caps until early summer. Oak woodlands on rolling hills are scattered throughout the county.

The county is characterized by steep slopes, with the main ridges oriented north-northwest to south-southeast. Rivers and streams are abundant, some flowing year round and others drying up in the summer. The mighty Eel River drains to the north and the Russian River to the south. Rivers west of the first divide inland from the coast, just west of the Highway 101 corridor, drain basically east to west, to the ocean. These include, from south to north, the Gualala River North Fork, plus the Garcia, Navarro, Albion, Big, Noyo, and Ten Mile Rivers.

The population of Mendocino County is currently estimated at 87,200, with an overall density of only 23 persons per square mile. The majority of residents live in and around the valleys along Highway 101, which winds through the county from south-southeast to the north-northwest for 106 miles. Other population centers include the dozen or so communities along Highway 1, which travels the coast from the county's south end until it turns inland about 30 miles north of Fort

Bragg and joins Highway 101 at Leggett. These towns are, from south to north, Gualala, Anchor Bay, Point Arena, Manchester, Irish Beach, Elk, Albion, Little River, Mendocino, Caspar, Fort Bragg, Cleone, Westport, and Rockport.

The county includes only four incorporated cities: Ukiah with approximately 16,000 residents, Willits with 4,900, Fort Bragg with 7,200, and Point Arena with 450. The rest of the county's local governments are special districts of various kinds, including community service districts, fire districts, water districts, and others established to provide specific services. The nature of governance relative to local fire protection services will be discussed in Chapter 2.

Wildland subdivisions and continuous areas of Wildland-Urban Interface or Intermix are predominant around the population centers, and these are likely to increase in size and number. Recent and upcoming improvements on Highway 101 make Mendocino County more and more attractive to persons desiring a rural lifestyle while commuting to work in Santa Rosa and even the San Francisco Bay Area.

Mendocino County enjoys a Mediterranean climate, with dry summers during which typically no rain falls from early June to late October. The weather can vary greatly on the same day in different parts of the county. An average summer day may find the coastal areas at 60 degrees and inland temperatures at 90 to 105 degrees. The warmer the Sacramento Valley becomes, the deeper fog intrudes from the ocean up the coastal drainages, and the windier the inland valleys become. Diverse microclimates benefit from having four seasons and 40 to 100 inches of annual rainfall, depending on the location, elevation, and weather patterns. The declared fire season in Mendocino County typically lasts from early June to mid or late October.

Vegetative fuel types in the county consist of grass, oak woodlands, brush, mixed chaparral, timber, and cut-over slash. Few areas of Mendocino County have not been harvested for timber in the past. Brush is usually composed of chamise on the south and west facing slopes and mixed chaparral on the north and east facing slopes. *Mendocino County has seen relatively few large wildfires in the past several decades, resulting in a massive build-up of wildland fuels ready to burn.*

THE HISTORY OF THE MENDOCINO COUNTY FIRE SAFE COUNCIL

The Mendocino County Fire Safe Council, Inc. (MCFSC), was founded in 2003 by Colin Wilson, then President of the Mendocino County Fire Chiefs Association, and Julie Rogers. A primary motivation for starting the Council was the realization that county residents tend to rely too heavily on fire suppression resources without taking responsibility for their own safety, thus putting both themselves and firefighters in harm's way needlessly.

The first meeting toward creation of a fire safety effort, held in September 2003, was attended by ten local and CAL FIRE chiefs, who decided that a Fire Safe Council was the best format for such an effort. Such Councils, they learned, already existed in all their neighboring counties. In November 2003 four county residents attended a regional Firewise Communities workshop, at which they realized that local Fire Safe groups working under the umbrella of a county-wide organization was the best working model for this county.

The MCFSC now has an office in the Mendocino County Resource Conservation District offices at 410 Jones Street in Ukiah.

MCFSC'S GOALS AND MISSION

The Mendocino County Fire Safe Council is a coalition of individuals, businesses, and public and private agencies who share the goal of preventing loss of life, destruction of property, and damage to the environment caused by wildfire. The Council seeks to establish a broad partnership of stakeholders who will pool their resources and energies to pursue this common goal for the common good. The formal goals of the Council are:

- Work to minimize losses to values at stake, which include but are not limited to human lives, homes, animals, and natural resources;
- Educate residents, agencies, and other stakeholders about the nature and impacts of wildfire, fire prevention strategies, and effective preparedness in the event that wildfire occurs;

- Secure and utilize funding to assist residents in education, outreach, community projects, and other activities that further the mission and objectives of the Council;
- Encourage road associations, homeowner groups, subdivisions, towns, and other community groups to create their own Fire Safe Councils; and
- Act as an advocate for the people of Mendocino County in the area of fire prevention.

LOCAL FIRE SAFE COUNCILS

The Mendocino County Fire Safe Council encourages road associations, homeowner groups, subdivisions, towns, and any housing clusters to create their own local Fire Safe Councils. These groups need not have a formal or legal structure; they need only the desire to make themselves fire safe and to educate and encourage their neighbors to do the same. The MCFSC is available to – and does -
- assist local Councils in these ways:

- Leading or participating in local educational events
- Providing educational materials for local distribution
- Connecting local Councils with Fire Safe service providers and vendors, other Councils, and anyone else who can assist their efforts
- Seeking grant funding for vegetation reduction or address/signage projects
- Providing financial services such as holding trust funds or administering grant monies
- Generally assisting with administrative, business, financial, and legal functions, leaving local groups free to do on-the-ground projects and education

Each Local Fire Safe Group/Council identifies and prioritizes areas for hazardous fuel reduction treatments and has identified the types and methods of treatments and programs that will help protect the community and its essential infrastructure. Each plan contains recommended measure that homeowners and the community can take to reduce the ignitability of structures within the corresponding group/council area.

CREATING THE PLAN

A **Steering Group** of six persons from the County and Federal Resource Conservation agencies, two from CALFIRE and two from the timber industry took the lead in developing this update of our Plan.

A **Planning Collaborative** representing a broad range of interests provided overall direction for this Community Wildfire Protection Plan (CWPP). Its members included persons in leadership positions with the Bureau of Land Management (BLM), U.S. Forest Service (USFS), Natural Resources Conservation Service (NRCS), North Coast Resource Conservation & Development Council (RC&D), Mendocino County Office of Emergency Services, Mendocino County Air Quality Management District, Pacific Gas & Electric Company, the county's largest timber landowners, local fire agencies and the general public gave input to the plan.

THE CWPP AND CAL FIRE UNIT PLAN AS ONE DOCUMENT

As the membership of the Steering Group suggests, creation of this Community Wildfire Protection Plan was primarily a cooperative effort of the Mendocino County Fire Safe Council and CAL FIRE's Mendocino Unit, with input from local government fire departments and engaged citizens. The Plan should be a blending of the CAL FIRE Mendocino Unit Wildfire Management Plan with further information gained and processed as needed to meet the requirements of a Community Wildfire Protection Plan.

Reasons for this decision were: (1) The boundaries of Mendocino County and the Mendocino Unit are nearly the same. (2) The CAL FIRE Unit has already amassed much of the data needed.

The Handbook for Wildland-Urban Interface Communities entitled "Preparing a Community Wildfire Protection Plan," in its Step Five, lists five risk factors to be considered in the creation of a Community Risk Assessment: fuel hazards; risk of wildfire occurrence; homes, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness and firefighting capability. Data collection and presentation of all these factors was a joint effort of CAL FIRE and MCFSC.

COMMUNITY OUTREACH MEETINGS: GAINING COLLABORATION AND INFORMATION

The 2015 update of the Mendocino County CWPP was begun with the support of the Mendocino County Board of Supervisors and with the support of CAL FIRE and local fire chiefs. We formed a Steering Group which included staff from CAL FIRE, local and federal resource agencies (National Resource Conservation Service and Mendocino County Resource Conservation District) and landowners.

Our outreach efforts included a workshop presented to the Fire Chiefs Association for the purposes of defining and mapping both risk areas and the location of priority projects. That work was then presented to the citizens through a series of public outreach meetings conducted in Anderson Valley, Westport, Laytonville, Willits, Fort Bragg, the south coast at Elk and the Ukiah Valley in order to discover local concerns and projects. We also provided a questionnaire, distributed in hard copy at meetings and available on MCFSC's website to gather input from those who could not attend the meeting or who wished to give subsequent input.

The minimum requirements for a CWPP as described in the Healthy Forests Restoration Act of 2003 are (1) Collaboration, (2) Prioritized Fuel Reduction, and (3) Treatment of Structural Ignitability -- plus the agreement and sign-off of local government, local fire departments, and the state entity responsible for forest management, which in this case is CAL FIRE.

AN ONGOING PROCESS: UPDATING THE PLAN

The Handbook mentioned above recommends eight steps in preparing a CWPP:

- 1) Convene decision-makers
 - 2) Involve federal agencies
 - 3) Engage interested parties
 - 4) Establish a community base map
 - 5) Develop a community risk assessment
 - 6) Establish community hazard reduction priorities and recommendations to reduce structural ignitability
 - 7) Develop an action plan and assessment strategy
 - 8) Finalize the CWPP
- ... plus providing for ongoing updates

This Plan is primarily a blending of recently-updated CAL FIRE Mendocino Unit data with fresh, local, grass-roots input.

We hope that this is the last print version of the plan. MCFSC is creating a digital version of the Plan to facilitate future updates. We will include in the digital version of the plan an easy method to submit updates by sub-areas so that our fire planning efforts in Mendocino County will be continuously up-to-date.

GEOGRAPHICAL PLANNING STRUCTURE

At the first Planning Collaborative meeting, it was determined that, for CWPP purposes, the county’s communities would be grouped into Planning Zones equivalent to the Mutual Aid Zones utilized by local emergency response personnel. Resources within a Mutual Aid Zone are called upon by local emergency responders -- fire and medical alike -- when a fire or other emergency exceeds the response capability of the local agency. These zones generally follow watershed boundaries and correlate closely with CAL FIRE battalions. The comparison is as follows:

Planning Zone 1: North and northeast areas of county
CAL FIRE Battalions 1, 2, and 4
Towns and fire departments: Covelo, Willits, Brooktrails, Laytonville, Leggett, and Piercy
Watersheds: Eel River, including North Fork, Middle Fork, and South Fork

Planning Zone 2: Southeast and central portion of county
CAL FIRE Battalion 3
Towns and fire departments: Ukiah, Redwood Valley, Hopland, and Potter Valley
Watersheds: Russian River, plus Eel River north of Potter Valley

Planning Zone 3: Southwest area of county
CAL FIRE Battalion 5
Towns and fire departments: from Anderson Valley, including Yorkville, Boonville, Philo, and Navarro, to Gualala, Point Arena, Manchester, and Elk on the South Coast
Watersheds: North Fork Gualala, Garcia, Russian, and Navarro Rivers, and Dry Creek

Planning Zone 4: West central and coastal region of county

CAL FIRE Battalion 6

Towns and fire departments: Albion, Little River, Mendocino, Fort Bragg, and Westport on the coast, plus Comptche nine miles inland of Mendocino

Watersheds: Albion, Big, Noyo, and Ten Mile Rivers, and Salmon Creek

CAL FIRE'S FIRE MANAGEMENT PLANNING PROCESS OVERVIEW

CAL FIRE has initiated a state-wide pre-fire management initiative to reduce wildland fires and the costs of suppressing them. This initiative includes a systematic application of risk assessment, fire safety, fire prevention, and fire hazard reduction techniques. The goal of the initiative is to identify -- for state, federal, and local officials, and the public -- those areas within the State Responsibility Areas that are high priorities in terms of assets at risk and have a high probability of large wildfires, with associated costs and losses. Identifying these will allow public and government decision-makers to focus on what can be done to develop wildfire protection zones and reduce costs and losses in these areas. The end product of this CAL FIRE initiative is the California Fire Plan. The Mendocino Unit Fire Plan uses the same processes that the state Fire Plan uses to develop a working plan.

The assumption used in developing this Pre-Fire Management Unit Plan is that a proposed pre-fire project will reduce costs and losses during periods of severe fire weather, which is when most of California's wildfire costs and losses occur. Once a pre-fire management project is accomplished, a large fire burning in that specific high-risk /high-value area would be contained at a smaller size, burn with lower temperatures and severity, incur significantly reduced suppression costs, and result in substantially lower levels of losses.

CALIFORNIA FIRE PLAN GOALS AND OBJECTIVES

The overall goal of the California Fire Plan (2010) is to reduce total costs and losses from wildland fires in California by protecting assets at risk through focused pre-fire management prescriptions and increased initial attack success. The California Fire Plan has five strategic objectives:

- To create wildfire protection zones that reduce the risks to citizens and firefighters
- To assess all wildlands, not just State Responsibility Areas. Analysis will include all wildland fire service providers: federal, state, local, and private. The analysis will identify high-risk / high-value areas, and determine who is responsible, who is responding, and who is paying for fire emergencies.
- To identify and analyze key policy issues and develop recommendations for changes in public policy. Analyses will include alternatives which will reduce total costs and losses by increasing fire protection system effectiveness.
- To have a strong fiscal policy, to focus and monitor the wildland fire protection system in fiscal terms. This will include all public and private expenditures and economic losses.
- To translate the analyses into public policies.

A large portion of Mendocino County has residents living in the State Responsibility Area served by CAL FIRE, so we include the Mendocino Unit Plan as a core of our plan. We rely on their professional assessment of risk to guide rural residents and their individual neighborhood planning efforts.

CHAPTER 2

LOCAL FIRE DEPARTMENTS: MODELS OF SERVICE AND SACRIFICE

THE VOLUNTEER FIRE DEPARTMENTS

A description of each of Mendocino County's local fire agencies, listed by alphabetical order can be found within the CAL FIRE Mendocino Unit Fire Plan. Data and comments were provided primarily by their Chiefs. Note: Insurance Service Office (ISO) ratings are assigned to localities by the insurance industry according to their fire suppression capabilities, available water supply, and other factors, with a rating of 1 indicating the best possible situation. Homeowners' fire insurance costs are calculated in part according to these ratings.

- **ANDERSON VALLEY FIRE DEPARTMENT**
- **ALBION-LITTLE RIVER FIRE DEPARTMENT**
- **BELL SPRINGS FIRE DEPARTMENT**
- **BROOKTRAILS FIRE DEPARTMENT**
- **COMPTCHE VOLUNTEER FIRE DEPARTMENT**
- **COVELO FIRE PROTECTION DISTRICT**
- **ELK VOLUNTEER FIRE DEPARTMENT**
- **FORT BRAGG FIRE DEPARTMENT**
- **GREENWOOD RIDGE**
- **HOPLAND FIRE PROTECTION DISTRICT**
- **LEGGETT VALLEY FIRE PROTECTION DISTRICT**
- **LITTLE LAKE FIRE PROTECTION DISTRICT**
- **LONG VALLEY FIRE PROTECTION DISTRICT**
- **MENDOCINO VOLUNTER FIRE**
- **PIERCY FIRE PROTECTION DISTRICT**
- **POTTER VALLEY FIRE DEPARTMENT**
- **REDWOOD VALLEY-CALPELLA FIRE PROTECTION DISTRICT**
- **TURTLE CREEK FIRE BRIGADE**
- **UKIAH FIRE DEPARTMENT**
- **UKIAH VALLEY FIRE DISTRICT**
- **REDWOOD COAST FIRE PROTECTION DISTRICT**
- **SOUTH COAST FIRE PROTECTION DISTRICT**
- **WESTPORT VOLUNTEER FIRE DEPARTMENT**
- **WHALE GULCH VOLUNTEER FIRE COMPANY**

THE CHIEFS' CONCERNS

In the summer of 2015, the Mendocino County Fire Safe Council circulated a detailed questionnaire in which local fire chiefs expressed their departments' needs. The main issues facing local fire departments were identified as follows:

- Diminishing numbers of younger, able-bodied volunteer firefighters available in rural areas due to two main causes: a) high housing costs which prohibit younger families from purchasing or even renting homes in rural areas, and b) lack of employment in the same areas. A case in point is the Leggett and Piercy area, many of whose younger adults commute north to Humboldt County to work and are not available to respond in northern Mendocino County during the daytime. Although most departments report being able to cover tuition for training, they cannot cover travel or lost time from the trainee's regular job.
- Laws and regulations imposed upon local fire departments by the state legislature and other governmental entities. The heightened requirements and liability resulting from such unfunded mandates are expensive and difficult for small rural volunteer departments.
- Lack of funds to replace aging and obsolete equipment necessary for both firefighter safety and effective fire suppression. Many departments are dependent gifts of equipment from larger departments or on grants from the federal Assistance to Firefighters program for the purchase of fire engines, protective gear, and other costly equipment. Departments fortunate enough to receive grants for fire engines still face the requirement to raise 10% to 25% of the total amount as a "match."
- A large number of emergency calls for which costs are not recovered. These are primarily of two kinds, about which details were given above
 - a) Traffic collisions involving non-residents. Highways 101, 20, 253, 128, and Highway 1 on the coast all see numerous traffic accidents per month. As these roads are major arteries for tourists, a good percentage of their accidents involve persons from out of county; and response costs of local fire agencies may not be recoverable.

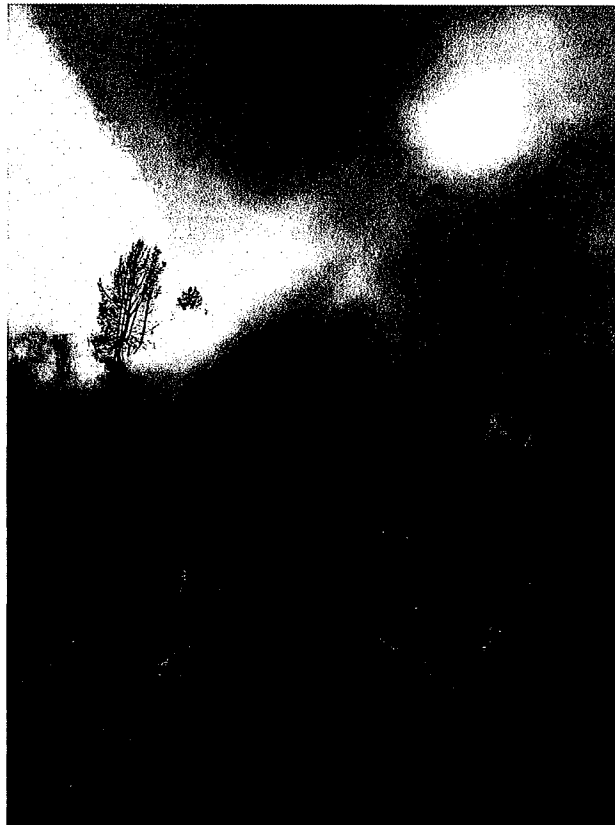
b) Calls to fires and medical aids outside of taxing districts. Local fire personnel routinely respond to emergency calls outside of their districts – and outside of any district -- from a sense of duty. Such services are essentially provided free of charge.

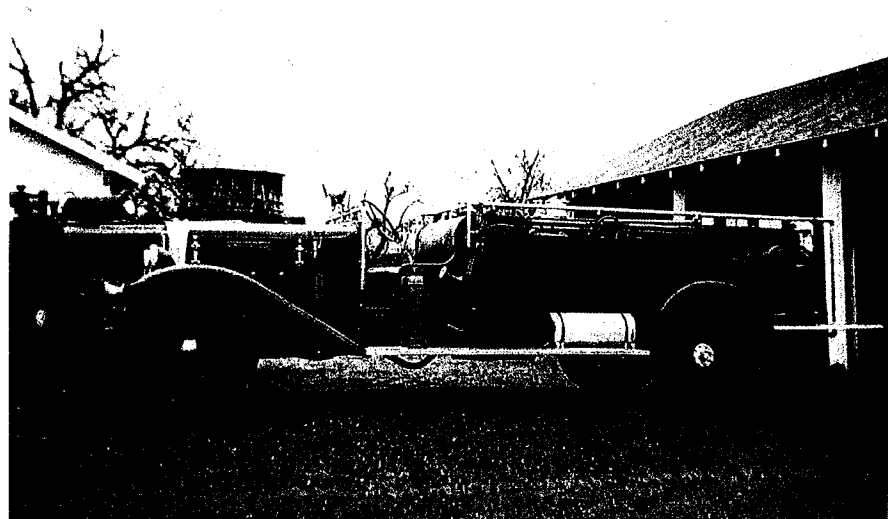
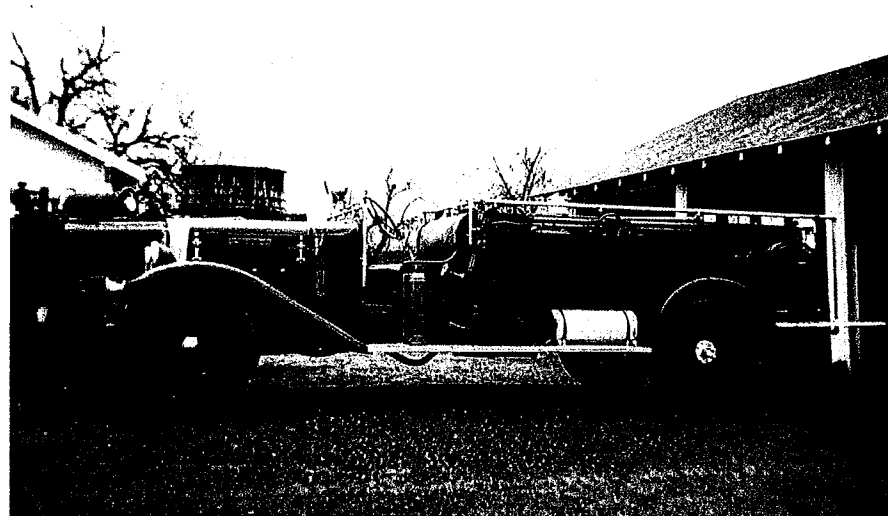
- The requirement of all special districts to complete Municipal Service Reviews every five years. These MSRs require time and the payment of fees beyond the capability of most rural fire districts. But if no current MSR exists, no development whatsoever may be allowed in the district.
- Local fire districts have formed an association, the Mendocino County Association of Fire Districts to address funding for fire districts throughout the county as the present model seems unsustainable.

CHAPTER 3

MENDOCINO UNIT STRATEGIC FIRE PLAN

Unit Strategic Fire Plan





UNIT STRATEGIC FIRE PLAN AMENDMENTS

[illegible]

SIGNATURE PAGE

Unit Strategic Fire Plan developed for Mendocino Unit:

This Plan:

- Was collaboratively developed. Interested parties, Federal, State, City, and County agencies within the Unit have been consulted and are listed in the plan.
- Identifies and prioritizes pre fire and post fire management strategies and tactics meant to reduce the loss of values at risk within the Unit.
- Is intended for use as a planning and assessment tool only. It is the responsibility of those implementing the projects to ensure that all environmental compliance and permitting processes are met as necessary.

Christopher P. Rowney

4/17/15

Unit Chief
Christopher P. Rowney

Date

Brandon Gunn

4/17/15

Pre-Fire Engineer
Brandon Gunn

Date

EXECUTIVE SUMMARY

The California Department of Forestry and Fire Protection's Mendocino Unit consists of 2,361,560 acres. CAL FIRE provides direct protection for 2,244,450 acres, 28,145 of which are in southern Trinity County. With the exception of the four incorporated cities of Ukiah, Fort Bragg, Willits, Point Arena, and small areas of Local Responsibility Area (LRA) lands within Mendocino County, CAL FIRE maintains statutory responsibility for all wildland fires. Of the total county population, approximately 67% live on State Responsibility Area (SRA) lands.

Population growth will impact SRA lands because of the build-out character of LRA lands.

The Unit's Administrative Headquarters is located at Howard Forest, a complex of buildings on Highway 101 south of Willits. The complex is home to Resource Management, a Logistics Service Center, Training Center, two automotive fleet maintenance shops, and a breathing apparatus maintenance facility. It also houses the Emergency Command Center, which, in addition to CAL FIRE dispatch, provides fire, rescue, and medical dispatching services on a contractual basis for most of the County's local agencies and ambulance services. The Unit's Prevention Bureau includes a Pre-Fire Engineer, fire investigation personnel, Peace Officers, and a Fire Prevention Specialist, who also serves as Public Information Officer. The Battalion 2 fire station and Howard Forest Helitack Base at this location support various Howard Forest functions.

The assumption used in developing this Pre-Fire Management Unit Plan is that a proposed pre-fire project will reduce costs and losses during periods of severe fire weather, which is when most of California's wildfire costs and losses occur. Once a pre-fire management project is accomplished, a large fire burning in that specific high-risk/high-value area more likely to be contained at a smaller size, burn with lower temperatures and severity, incur significantly reduced suppression costs, and result in substantially lower levels of losses to the environment and human infrastructure.

Each area of the Mendocino Unit, to a greater or lesser extent, will need to adapt to the ever-increasing population moving into and recreating in the wildland areas of the county. The increase in these activities will pose greater risks of fires and even greater expectations of all CAL FIRE response services. Through development, implementation, and ongoing reassessment of this Plan's priorities, the Mendocino Unit will be ready and steadfast in its ability to provide leadership in pre-fire management planning and in protecting the citizens of Mendocino County from destructive wildfires.

Christopher P. Rowney

Chief, Mendocino Unit

SECTION I: UNIT OVERVIEW

UNIT DESCRIPTION

Mendocino County is located in California’s north coast region, bounded by the Pacific Ocean to the west, Sonoma County to the south, Lake County to the southeast and east, Glenn and Tehama Counties to the east and northeast, Trinity County to the north and east, and Humboldt County to the north. The borders with Glenn and Tehama Counties are completely within the Mendocino National Forest in the county’s northeastern portion.

Within an area of 3,510 square miles, Mendocino County’s elevation runs from sea level at the ocean to 6,954 feet atop Anthony Peak, near the Tehama County border. Inland from 129 miles of magnificent coastline, the environment is as varied as the terrain. World-class vineyards thrive in the southern valleys, and stands of redwood and Douglas-fir trees tower down from the Pacific Coast Range. Numerous mountain peaks over 6,000 feet grace the northeastern portion of the county and bear snow caps until early summer. Oak woodlands on rolling hills are scattered throughout the county.

The county is characterized by steep slopes, with the main ridges oriented north-northwest to south-southeast. Rivers and streams are abundant, some flowing year round and others drying up in the summer. The mighty Eel River drains to the north and the Russian River to the south.

Rivers west of the first divide inland from the coast, just west of the Highway 101 corridor, drain basically east to west, to the ocean. These include, from south to north, the Gualala River North Fork, plus the Garcia, Navarro, Albion, Big, Noyo, and Ten Mile Rivers.

The county’s mountains and hills are interspersed with nine distinct valleys:

- Potter Valley in the east-central portion
- Round Valley to the northeast, with Covelo in its center
- Leggett Valley in the north, with the communities of Leggett and Piercy
- Long Valley south of Leggett, with Laytonville at its center
- Little Lake Valley in the county’s center, surrounding the City of Willits
- Redwood Valley, just north of the Ukiah Valley
- Ukiah Valley in the south-central area, with the City of Ukiah at its center
- Anderson Valley in the central-western portion, including the towns of Yorkville, Boonville, Philo, and Navarro
- Sanel Valley in the south, with the community of Hopland

The population of Mendocino County is currently estimated at approximately 88,000, with an overall density of approximately 25 persons per square mile. The majority of residents live in and around the valleys along Highway 101, which winds through the county from south- southeast to the north-northwest for 106 miles. Other population centers include the

dozen or so communities along Highway 1, which travels the coast from the county's south end until it turns inland about 30 miles north of Fort Bragg and joins Highway 101 at Leggett. These towns are, from south to north, Gualala, Anchor Bay, Point Arena, Manchester, Irish Beach, Elk, Albion, Little River, Mendocino, Caspar, Fort Bragg, Cleone, Westport, and Rockport.

The county includes only four incorporated cities: Ukiah, Willits, Fort Bragg, and Point Arena. The rest of the county's local governments are special districts of various kinds, including community service districts, fire districts, water districts, and others established to provide specific services.

Wildland subdivisions and continuous areas of Wildland Urban Interface (WUI) are predominant around the population centers, and these are likely to increase in size and number. Recent and upcoming improvements on Highway 101 make Mendocino County more and more attractive to persons desiring a rural lifestyle while commuting to work in Santa Rosa and even the San Francisco Bay Area.

One of the county's largest employers is agriculture, especially considering the trickle-down effect on other businesses dependent on agriculture. Commercial fishing is important to the coastal communities, especially Fort Bragg. Cottage industries, tourism, and recreation, along with the timber industry, round out the commercial character of the county. Light and heavy industry is in place, but inroads have been slow due to space, transportation, and environmental concerns. Governmental and nonprofit organizations are also large employers. Ukiah, the county seat, offers hundreds of jobs relative to government and public services, contains the county's largest concentration of medical and legal services, and hosts an ever-increasing number of large retail stores, motels and hotels, and restaurants.

Land use in Mendocino County includes agriculture (predominantly wine grapes and pears), timber production (Douglas-fir, coast redwood, ponderosa pine, sugar pine, and hardwoods), livestock production, and recreation. Cultivation of marijuana, either illegally or now legally (due to the compassionate use proposition (Prop 215)) for medical purposes, is prevalent throughout the county and contributes to the local economy. It at times presents a hindrance to fire safety efforts, due to the growers' desires to conceal their locations.

Mendocino County enjoys a Mediterranean climate, with dry summers during which typically no rain falls from early June to late October. The weather can vary greatly on the same day in different parts of the county. An average summer day may find the coastal areas at 60 degrees and inland temperatures at 90 to 105 degrees Fahrenheit. The warmer the Sacramento Valley becomes, the deeper fog intrudes from the ocean up the coastal drainages, and the windier the inland valleys become. Diverse microclimates benefit from having four seasons and 40 to 100 inches of annual rainfall, depending on the location, elevation, and weather patterns. The declared fire season in Mendocino County typically lasts from early June to mid or late October.

Vegetative fuel types in the county consist of grass, oak woodlands, brush, mixed chaparral, timber, and to a lesser extent, cut-over slash. Few areas of Mendocino County have not been harvested for timber in the past. Brush is usually composed of chamise on the south and west facing slopes and mixed chaparral on the north and east facing slopes. Mendocino County has seen very few large wildfires in the past several decades, resulting in a massive build-up of wildland fuels ready to burn.

The overall goal of this plan is to reduce the total costs and losses from a wildland fire through focused pre-fire management prescriptions and increase initial attack fire success.

UNIT PREPAREDNESS AND FIREFIGHTING CAPABILITIES

WILDFIRE SUPPRESSION RESOURCES

The Unit is geographically divided into six battalions. Suppression resources during fire season include approximately 125 career personnel and approximately another 120 seasonal personnel, on duty around the clock, staffing 10 fire stations, 16 engines, 4 bulldozers, and other equipment. A typical engine company consists of one Captain or Fire Apparatus Engineer and two or three firefighters. In addition, ten 15-man California Department of Corrections and Rehabilitation crews, housed at Chamberlain Creek and Parlin Fork Conservation Camps in Jackson Demonstration State Forest, provide hand line construction, mop-up, post-fire patrols, and assist with fire line suppression repair.

The Helitack Base located at Howard Forest is the home of Copter 101, a Bell UH-1H “Super Huey” which serves multiple purposes, primary initial attack on wildfires. Copter 101 carries a pilot, two captains, 5-6 firefighters, and a 324-gallon collapsible Bambi bucket. Full deployment of the helicopter involves dropping off one captain and the firefighters at the fire scene, attaching the bucket for dipping from the nearest accessible water supply, applying water to the fire.

The Unit is home to the Ukiah Air Attack Base which provides 7-day coverage during the daylight hours of fire season. Tankers 90 and 91 are Grumman S2T turboprop air tankers, each with a capacity of 1,200 gallons of fire retardant. Air Attack 110, the Unit’s North American Rockwell turboprop OV-10 Bronco command plane, carries a pilot and the Air Tactical Group Supervisor who is responsible for air space coordination and aerial fire suppression activities from an orbit above the fire. The base, located inland in the hot and dry Ukiah Valley, has the advantage of rarely being impacted by fog, unlike its neighboring bases in Rohnerville and Santa Rosa, which are quite subject to coastal weather influences.

All Unit aircraft provide rapid initial attack and are especially valuable in the county’s remote areas where steep terrain and narrow, winding roads greatly increase ground response times. In such situations, aircraft are often at scene and applying water or retardant before engines and dozers arrive, cooling the fire and giving ground resources a needed

boost. Aircraft also provide “eyes in the sky” for those on the ground, noting spot fires and giving other direction from their vantage point. Additional eyes are provided by the Mendocino County Cooperative Aerial Fire Patrol during fire season. Since 1950, the COOP Air Patrol has supplied a small aircraft to fly over the county to look for undetected fires by spotting smokes. CAL FIRE works very closely with the Patrol and provides direction to its pilot.

CAL FIRE dispatch levels during fire season are affected primarily by weather conditions. During a period of high dispatch, any fire in, or threatening, wildland vegetation causes immediate dispatch of two Battalion Chiefs, the command aircraft, both air tankers, one helicopter, five engines, two dozers, and two hand crews. Local Fire Department resources respond according to their locations, frequently assisting each other across district boundaries.

LOCAL FIRE DEPARTMENTS:

Mendocino County owes very much to its Local Fire agencies, many of which are staffed completely by volunteers and whose personnel are often the first to arrive at wildland fires and other emergencies. Most of these agencies are in Fire Protection Districts (FPDs) or Community Services Districts (CSDs) which are governed by elected boards of directors and have authority to levy taxes to support their work.

The Local Departments Map (located within the Exhibits Section), shows the locations and boundaries of these districts. Areas adjacent to a district but not included in it are referred to as the agency's "sphere of influence." Although they pay no taxes or fees, people in these areas still receive services, because the county's emergency responders never refuse to help someone in need. However, such situations can become very frustrating to cash-strapped departments and can be a source of irritation to those who pay their share for emergency services. Most departments supplement their tax base income with at least one major fundraiser a year – usually barbeques with live music, which are well-supported, extremely popular social events.

Fires in wildlands, structures, vehicles, dumpsters, and similar situations account for only 10% to 20% of the calls to which local agencies respond. Medical aid calls are by far the majority – an average of 80% for most departments – followed by traffic accidents and other rescue situations. Consequently, county firefighters undergo training in medical response, extricating patients from vehicles, responding to hazardous materials ("haz mat") incidents, and a variety of other emergency skills – thus the common term "Fire-Rescue." A high percentage of volunteers are First Responders or Emergency Medical Technicians (EMTs), both of which require significant training. Fire departments on the coast are often called to assist in cliff rescues and other water-related emergencies and have equipment and volunteers to meet that need.

Firefighter training or "drill" in most of the county's departments involves one night a week plus additional trainings on weekends. Firefighters often train with other departments, especially on training burns, in which abandoned buildings or wildland fields are burned for training purposes. Some firefighters travel out of county to obtain training and certification in specialized fields. In addition, trainings are brought into the county.

Mendocino County has an extraordinarily strong and effective mutual aid system, among all agencies and for all types of emergency response. Local Fire Departments are quick to assist each other and CAL FIRE, and vice versa, most often within the Mutual Aid Zones, but beyond those as needed. On wildfires, CAL FIRE and Local Firefighters, paid and volunteer, work side by side as equals, all in yellow Nomex fire resistant clothing and barely distinguishable from each other in appearance and skill. On medical aid calls, Local Fire Departments, local ambulance services, CAL FIRE, and CALSTAR or REACH emergency transport helicopters all work as one team.

A description of each of Mendocino County's Local Fire Agencies follows, listed in alphabetical order. Data and comments were provided primarily by each Departments respective Chief.

Insurance Service Office (ISO) ratings are assigned to localities by the insurance industry according to their fire suppression capabilities, available water supply, and other factors, with a rating of 1 indicating the best possible situation. Homeowners' fire insurance costs are calculated in part according to these ratings.

ALBION-LITTLE RIVER FIRE DEPARTMENT is a nonprofit corporation operating in conjunction with the Albion-Little River Fire Protection District. The district, which has no paid staff, includes 44 square miles on the central coast and protects 3000 permanent residents and typically another 3000 visitors annually. They respond to approximately 200 calls a year. The District's ISO Insurance ratings are 8 and 7, and its personnel work diligently to maintain them.

Response to wildfires is extremely aggressive -- and must be -- because the closest CAL FIRE resource is outside the district, at the Woodlands Station. The department is proud of their record of keeping wildfires small pending the arrival of other resources, and greatly needs funding and equipment to continue providing this response. Areas of concern regarding wildfire and other safety issues include Paul Dimmick State Park, the Navarro Headlands, and The Woods, a retirement community bordering Van Damme State Park. The department may be contacted at (707) 937-0888.

ANDERSON VALLEY FIRE DEPARTMENT is part of a Community Services District. The District covers 200 square miles and 4000 residents, and responds to about 300 calls per year.

Many responses are outside the district and unreimbursed. ISO ratings are 5 in downtown Boonville and 8 in most of the rest of the district.

Wildland Urban Interface areas (WUIs) of special concern include Rancho Navarro and Holmes, Sky, Yorkville, and Nash Ranches. The department may be reached at (707) 895-2020.

BROOKTRAILS FIRE DEPARTMENT is part of the Brooktrails Township Community Services District and protects improvements in the Brooktrails Township, Sylvandale, and Spring Creek subdivisions. The entire 7,773 acre forested development contains approximately 1,600 dwellings, and an estimated 6000 residents. The Fire Chief, a Battalion Chief, and a part-time office assistant are the only paid personnel. Insurance Service Office (ISO) ratings are 5 within the district and 9 outside; the rating of 5 is due to the abundance of water and an excellent system of fire hydrants.

One of the department's valued members is Ashes the Arson Dog, who is one of only 100 dogs in the United States certified by the Canine Academy Training Center to the level that evidence from his work is admissible in court. The department may be reached at (707) 459-4441 or firedept@btcsd.org.

COMPTCHE VOLUNTEER FIRE DEPARTMENT is a small tax district of 50 square miles and 600 residents located fourteen miles inland of the town of Mendocino. An additional 100 residents in the sphere of influence receive round-the-clock services free of charge. Equipment includes four engines, two water tenders, one rescue, and one utility vehicle at one station. The District's ISO rating is an 8.

Comptche faces two situations common to most departments in the county's rural areas. 1) Most volunteers work in towns outside the district, causing a need for more volunteers available during the week. 2) Increasing regulations and costs are a burden on the department and make the job of volunteer firefighters a difficult one. But they continue to serve their community. The department may be contacted at (707) 937-0728 or comptchefire@pacific.net.

COVELO FIRE PROTECTION DISTRICT, serves 50 square miles and 3200 residents in the Round Valley area, near the Mendocino National Forest. An ambulance service is part of the district, whose medical response area extends from the Dos Rios on Highway 162, to the Tehama County line, to the Trinity County line, and to the top of Forest Highway 7 in the Mendocino National Forest. More than 600 Round Valley residents are CALSTAR/REACH subscribers.

The nonprofit CALSTAR and REACH provide critical service to this and other remote areas from which ground transport would take much more time to transport persons in critical need of hospital care. The District's ISO rating is 9 for businesses and 8 for residential areas. The department may be reached at (707) 983-6719 or covelofire@pacific.net.

ELK VOLUNTEER FIRE DEPARTMENT is located on the coast near the intersection of Highway 1 and the Philo-Greenwood Road. Many volunteers work in towns outside the district, so the need is great for more persons available during the week. The ambulance successfully bills only about 5 transports a year, and reimbursement for providing mutual aid is rare. The District includes two state parks and much difficult terrain. The department recently successfully retained their ISO ratings of 7 in the town of Elk and 9 in the outlying areas. The department may be contacted at may be reached at (707) 877-3558 or elkfire@mcn.org.

FORT BRAGG FIRE DEPARTMENT operates under a Joint Powers Agreement between the City of Fort Bragg and the surrounding Fire District. The department serves 75 square miles and approximately 15,000 residents. State parks and beaches in the response area are occasionally the site of cliff rescues. Several areas surrounding the city border on heavy timberlands. ISO ratings are 3 in the City, 4 in the district (areas within 5 miles of a station), and 8 to 10 in the rural areas outside of 5 miles. The department may be contacted at (707) 961-2831 or fbfd8300@yahoo.com.

HOPLAND FIRE PROTECTION DISTRICT serves 3000 residents across 110 square miles. Personnel respond from two locations: the main station located at the southwest edge of Hopland on Feliz Creek Road and the North Station located several miles north of Hopland on Highway 101, just south of Retech. ISO ratings are 7 within the community of

Hopland itself and 8 in the rural areas. Areas of special concern regarding wildfires are McNab Ranch, the Hopland Indian Rancheria and Russian River Estates in the wildland urban-interface. The department's major needs are additional funding and more volunteers available during daytime hours. The department may be contacted at (707) 744-1222 or chief@hoplandfire.org. Additional information about the department may be found at their website www.hoplandfire.org.

LEGGETT VALLEY FIRE PROTECTION DISTRICT is located in the county's north-northwestern corner, where Highway 101 and Highway 1 converge. Lack of funding is a major concern. The county contributes \$18,000 a year, but the district's tax base is very small. The area's ISO rating is 9. The department may be reached at leggettfire@gmail.com.

LITTLE LAKE FIRE PROTECTION DISTRICT is located in the center of the County, serves both the City of Willits and the surrounding areas, and is funded by property taxes, a special fire tax, and fundraisers. The District encompasses 380 square miles and over 10,000 residents. Personnel respond to many vehicle accidents outside the district, especially on Highways 101 and 20, which intersect in Willits and see heavy tourist traffic. Assistance to emergency calls in the area just south of Willits is also supplied by the Ridgewood Ranch Volunteers.

The District's ISO rating is 4 inside the City of Willits and in outlying areas with hydrants, and a Rural 8 in outlying areas within 5 miles of the stations. Within the boundaries of the District are BLM lands, two Indian Rancherias, a large wildlife habitat at the north end of the valley, and three subdivisions of special concern: Pine Mountain Estates, the Ridgewood Subdivision, and the String Creek Subdivision. Due to the District's high fire risk, there is a strong need for planning requirements more stringent than those currently used by the County Planning and Building Department or imposed by California Public Resources Code section 4290. The department may be reached at (707) 459-6271 or willitsfire@sbcglobal.net.

LONG VALLEY FIRE PROTECTION DISTRICT is locally known as the Laytonville Fire Department. The District includes 250 square miles and 3000 residents, with an additional 1000 in the extended sphere of influence. Areas of special concern to fire personnel are the Nature Conservancy's Wilderness Lodge and the subdivisions of Ten Mile Creek, Woodman Canyon, Jack of Hearts Creek, and Cherry Creek. The department serves the large Bell Springs area without reimbursement. ISO ratings are 5 in Laytonville proper, 9 in areas beyond five miles from the station, and 10 outside the district. The department may be contacted at (707) 984-6055 or laytfire@mcn.org.

MENDOCINO VOLUNTER FIRE DEPARTMENT covers both an historic coastal business district and numerous homes in WUI subdivisions. Public lands administered by State Parks and Caltrans are located inside the district boundaries, and these to contain high hazard fuels. ISO ratings are 9 for commercial properties and 8 for residential. The lower ratings are due to the lack of a public water system and hydrants in Mendocino; however, two large tenders carry water to fires. The department may be contacted at (707) 937-0131 or mvfd@mcn.org.

PIERCY FIRE PROTECTION DISTRICT, located just south of the Humboldt County Line in the county's far northwestern corner, the district encompasses only 8 square miles but serves the traffic on Highway 101, at least 200 residents beyond its boundaries, and Richardson Grove State Park without reimbursement. Locations of special wildfire concern are BLM and the Department of Fish and Game's (DFG) Red Mountain area to the southeast and the Redwood Forest Foundation Incorporation's (REFI) property consisting of 50,000 acres of forestlands.

POTTER VALLEY FIRE DEPARTMENT is a nonprofit corporation providing fire protection under an agreement with the Potter Valley Community Services District. The department serves 3500-4500 people spread over 275 square miles, including the portion of Mendocino National Forest within Mendocino County. Very remote areas accessed only by unpaved roads, including but certainly not limited to Sanhedrin Mountain, Hull Mountain, and Lake Pillsbury, also receive its services. Mutual aid is provided to the Upper Lake area in Lake County to the east when requested. The district has no fire hydrants, but the water tender and many agricultural ponds throughout the valley floor give the area an ISO rating of 8.

REDWOOD COAST FIRE PROTECTION DISTRICT serves approximately 170 square miles on and near the coast. The ISO rating is 5 in Point Arena and Irish Beach where there are hydrants and 9 in outlying areas. Of special fire concern are the area's state beaches, parks and all the district's ridges, which have not seen fire in 30 to 40 years and are "primed to burn." The department may be contacted at (707) 882-1833 or rcfpd@hughes.net.

REDWOOD VALLEY-CALPELLA FIRE PROTECTION DISTRICT serves 82 square miles and 7500 residents. The district includes several Wildland Urban Interface areas of concern, including Black Bart, Tomki, Cave Creek and the eastern half of Greenfield Ranch. The heavily-fueled wildland area at the north end of Lake Mendocino is another one of special concern to the district. The department may be contacted at (707) 485-8121 or rvcfld@comcast.net.

SOUTH COAST FIRE PROTECTION DISTRICT is located at the far southwest corner of the county and includes approximately 25 square miles. Its sphere of influence extends 14 miles out Fish Rock Road to the east. The district's equipment is based at stations in Gualala, Anchor Bay, Iversen Ridge, and Ocean Ridge. The lack of defensible space around homes is a major concern, as homes and structures continue to expand into the forested environment. The department may be contacted at (707) 884-4700.

UKIAH FIRE DEPARTMENT operates as a department of the City of Ukiah. Its response area is the 4.5 square miles and 15,500 residents within the Ukiah city limits. Ukiah is the largest government, business, and services center for the county, thousands of additional persons may be in Ukiah during weekday office or shopping hours. The department has by far the largest paid staff in the county of approximately 17 full-time career staff. The Ukiah Fire district boasts an ISO rating of 3. Areas of special concern are Low Gap Park on the city's northwestern boundary and the new homes in the highly-

flammable hills to the west of the valley. The department may be contacted at (707) 463-6274 or firedept@cityofukiah.com.

UKIAH VALLEY FIRE DISTRICT responds to emergencies in 80 square miles outside the Ukiah city boundaries, including the valley floor and the surrounding hills which hold hundreds of homes scattered among heavy vegetative fuels. The district has two locations: a main station at the south end of town plus another on Talmage Road. The Talmage Volunteer Fire Station was acquired for the purpose of placing emergency apparatus and equipment on the East side of the Russian River that can be staffed during floods, earthquakes and high fire danger events.

Areas of special wildfire concern in the district are the U.S. Army Corps of Engineers' Lake Mendocino recreational area, and BLM's Cow Mountain Recreation Area, both of which may see numerous fires each summer. Additionally of concern are the populated Wildland Urban Interface areas of Oak Knoll Road and Fircrest Drive, and Robinson Creek along the valley's western hills; and Redemeyer Road, Deerwood, El Dorado Estates, Vichy Springs, Vichy Hills, Regina Heights, the City of 10,000 Buddha's, and Talmage in the eastern hills. A portion of Greenfield Ranch, and Orr Springs Road also receive service from the District. All these areas have significant ingress/egress problems. Further, the entire area *east* of the Russian River from Lake Mendocino south to Hopland is served by departments based *west* of the river, which could result in a cutoff of services during a major flood or earthquake. The department may be contacted at (707) 462-7921 or uvfd@mcn.org.

WESTPORT VOLUNTEER FIRE DEPARTMENT is the only one in the county with no authority to levy taxes to support its work. The Department serves a sphere of influence stretching from the Ten Mile River in the south to the Sinkyone Wilderness Area in the north. Of special concern are the Westport Beach RV Campground, Westport Union Landing State Park, and the Sinkyone Wilderness Area. Many homes are scattered on the fire-prone hills outside of town, and a subdivision north of town is growing rapidly. The department may be contacted at (707) 964-4646 or wvfd@hughes.net

WHALE GULCH VOLUNTEER FIRE COMPANY is located in the far northwestern corner of Mendocino County, west of Piercy. Due to the locations of roads in that area, Whale Gulch volunteers are dispatched from Humboldt County and work in conjunction with Humboldt County fire departments.

SECTION II: COLLABORATION

COMMUNITY / AGENCIES / FIRE SAFE COUNCILS

Representatives involved in the development of the Unit Strategic Fire Plan are included in the following table. Their organization and title are indicated below:

Plan Development Team:

Organization	Title
Bureau of Land Management (BLM)	Fire Mitigation and Education Specialist
Brooktrails Greenbelt Committee	Board Member
Redwood Empire	Landowner Representative
Coastal Forest Lands	Landowner Representative
California State Parks	Senior Environment Scientist, Mendocino District
Pieta Ranch	Landowner Representative
Shamrock Ranch	Landowner Representative
Mendocino Fire Safe Council	Executive Director
Lonardi Ranch	Landowner Representative
Usal Redwood Forest	Landowner Representative
Lombart Ridge	Landowner Representative
Ponderosa Ranch	Landowner Representative
Carley Ranch	Landowner Representative
County of Mendocino	General Services Director/Risk Manager
Albion-Little River Fire	Department Chief
Anderson Valley Fire	Department Chief
Brooktrails Fire	Department Chief
Comptche Fire	Department Chief
Covelo Fire	Department Chief
Elk Fire	Department Chief
Fort Bragg Fire	Department Chief
Hopland Fire	Department Chief

Laytonville-Long Valley Fire	Department Chief
Leggett Fire	Department Chief
Mendocino Fire	Department Chief
Piercy Fire	Department Chief
Potter Valley Fire	Department Chief
Redwood Coast-Point Arena Fire	Department Chief
Redwood Valley-Calpella Fire	Department Chief
South Coast-Gualala Fire	Department Chief
Ukiah City Fire	Department Chief
Ukiah Valley Fire	Department Chief
Westport Fire	Department Chief
Whale Gulch Fire	Department Chief
Willits-Little Lake Fire	Department Chief

SECTION III: VALUES

A: VALUES

Mendocino Unit has a wide range of both natural and man-made assets at risk to wildfires. Fires threaten the natural environment as well as commercial and residential property. It is difficult to prioritize or rank these assets, but citizen and firefighter safety, homes, infrastructure including water and power supply, rivers and watersheds, air quality, soil, wildlife and associated habitat, recreation areas including tourist attractions, scenic beauty, historical buildings, cultural unique areas, timber, and rangeland all rank high in this Unit. The Unit is dedicated to protecting these assets from the devastating effects of wildfires and other disasters

Population dynamics in California has resulted in rapid development in the outlying fringe of metropolitan areas and in rural areas with attractive recreational and aesthetic amenities, especially forests. This demographic change is increasing the size of the wildland-urban interface (WUI), defined as the area where structures and other human development meet or intermingle with undeveloped wildland. The WUI is where wildfire poses the biggest risk to human lives and structures. The expansion of the WUI in recent decades has significant implications for wildfire management and impact. The WUI creates an environment in which fire can move readily between structures and vegetation fuels. Its expansion has increased the likelihood that wildfires will threaten structures and people.

Over the past decade, marijuana has become a lucrative asset to many in Mendocino County. The plant is still federally illegal but has drawn large numbers of people from all over the world to Mendocino County. This population growth has primarily been in the Wildland Urban Interface. Not only does the increased rural population present dangers, but many of the “hi- tech” growing operations are conducted indoors, increasing the fire danger to structures throughout the county. Both indoor and outdoor growing operations present safety concerns to firefighters and a tactical challenge to fire suppression efforts.

Environmentally, marijuana comes with substantial social costs due to the need to cultivate covertly, rather than openly. Grow operations in state parks, national forest, and private landholdings, are a significant issue that infringes upon public safety, in addition to creating environmental concerns. In state and national parks and private holdings, growers clear native vegetation, use illegal pesticides and chemicals, leave garbage behind at their illicit operations, divert precious water from streams and often kill bears, deer, and other large and small animals that threaten their operation. Diesel spills associated with use of generators to provide light to grow operations often leak in to precious water supplies. These growing operations pollute local ecosystems on an industrial scale most of which require the parks, national forests, or private entities to pay for the cleanup. The secrecy around the illegal product means diesel spills go unreported, spikes in electricity overlooked, wildlife are slaughtered and gallons of toxic pesticides wash into rivers and creeks. Without tax revenue from marijuana, state agencies struggle to find funds for cleanup and prevention. Meanwhile, these public and private areas become dangerous places for residents, tourists,

and public safety personnel due to the militant defence of grow operations worth millions of dollars.

For example, during the summer of 2011, a two-week operation to purge the Mendocino National Forest (MNF) of illicit pot gardens uprooted 460,000 pot plants and led to more than 100 arrests. Additionally, approximately 1,500 pounds of processed marijuana, 27 guns and 11 vehicles were seized. The MNF is a 900,000-acre forest spanning six counties including Mendocino County. Law enforcement officers raided more than 50 gardens teeming with trash, irrigation pipes and chemicals that damage forestland and waterways. After the raids were conducted the California National Guard troops, Forest Service workers and volunteers removed 46,000 pounds of trash, 120 propane tanks, 116,000 feet of pipe, 13 manmade dams, 57 pounds of pesticide and tons of fertilizer from the 50-plus raided grow sites in the Mendocino National Forest.

During raids similar to the ones conducted in the summer of 2011, law enforcement operations to eradicate illegal marijuana grows periodically end in violence. This violence has resulted in multiple law enforcement shootings, including several in which deaths occurred.

Much of marijuana's environmental impact stems from the enormous amount of light needed to grow marijuana. Grower plants marijuana indoors so that they can thrive year round and remain somewhat hidden from law enforcement. Some indoor growers power their "grow lights" with electricity from the grid. But those in more rural locations use large diesel generators for power. The diesel is often stored in shoddy or homemade containers and not suited for diesel fuel storage, which become huge risks for fires and toxic spills. In typical outdoor grows utilizing generators, extension cords often traverse through the vegetation from the generator to the growing structure. Extension cords not properly rated for exposure to the nature's elements become stressed leading to an increase chance of failure potentially resulting in a wildland fire, especially as the weather turns warmer and the vegetation becomes drier.

On-grid grows carry another set of problems. In a recent report conducted by Humboldt State University, it was estimated that Humboldt County marijuana growers use 90 million kilowatt hours per year, enough to power 13,000 typical homes. The extra electricity pumps an estimated 20,000 metric tons of carbon dioxide into the atmosphere each year, and that's just in one county. There is also the risk of fire since indoor cultivation can require substantial modifications to electrical systems to power grow lights and fans, particularly in whole-structure conversions. These modifications are rarely performed to code and can involve overloaded circuits, modified circuit panels, exposed wiring, extension cords, powerful grow lights, fans and exhaust systems. These modifications result in skyrocketing energy usage and serious increases for house fires.

Fire doesn't just pose a risk to the homes themselves, but also to neighbouring structures and the wildland. In addition to the increased fire risk, fire fighting and law enforcement safety can also be put in jeopardy when electrical wiring deviates from the norm.

Water consumption is also an issue when it comes to the environmental impacts of marijuana growth. Each marijuana plant can use between 3 and 5 gallons of water per day to grow to fruition. As the size and number of illegal grows increases, the stress to the water resources within drought prone California also increases. Not only does this pose a risk to environmental values and resources, but it can also create logistical problems during fire suppression efforts.

B: COMMUNITIES

CALIFORNIA FIRE ALLIANCE LIST OF “COMMUNITIES AT RISK”
IN THE MENDOCINO UNIT

Community	Federal Threat	Hazard Level
Albion		
Anchor Bay		3
Boonville		3
Brooktrails		3
Calpella	Yes	3
Camp Rest	Yes	
Caspar		3
Cleone		3
Comptche		3
Covelo	Yes	3
Coyote Valley	Yes	
Cummings	Yes	3
Dos Rios	Yes	3
El Roble		3
Elk		3
Fort Bragg		3
Gualala		3
Hopland	Yes	3
Inglenook	Yes	3
Laytonville	Yes	3
Leggett	Yes	3
Little River		3
Longvale		3
Manchester	Yes	3
Manchester Rancheria	Yes	
Mendocino		2
Navarro		3
Northspur		3
Philo		3
Piercy		
Point Arena	Yes	3
Pomo	Yes	
Potter Valley	Yes	3
Redwood Valley	Yes	3
Rogina Heights		3
Sylvendale		
Talmage	Yes	3
The Forks	Yes	3
Ukiah	Yes	3
Vichy Springs	Yes	
Westport		3
Willits	Yes	3
Whale Gulch		

1-Moderate, 2-High, 3-Very High

SECTION IV: PRE-FIRE MANAGEMENT STRATEGIES

A: FIRE PREVENTION

The Wildland Urban Interface presents major concerns for fire prevention. Many homes are located in hazardous locations either in ignorance of, or in disregard for, fire prevention practices. Strict enforcement of California Public Resources Codes 4290 and 4291 will be necessary to correct the errors of past residential and commercial developments. Fire loss reductions must be gained through better fire safe planning, with participation by all political bodies and stakeholders.

The Fire Prevention Program of the CAL FIRE Mendocino Unit, including the Fire Prevention Bureau, Vegetation Management Program, and Pre-Fire Engineering, attempts to address the actual problems encountered and to plan for anticipated changes.

Unit prevention efforts include fair exhibits, burn and 4290 permit procedures, fire patrols, news media releases, public service announcements and outreach, school programs, structure and dooryard premises inspections, and membership in the Mendocino County Fire Safe Council.

Fire prevention programs are coordinated to the greatest extent possible with Local Fire Departments.

Each area of the Mendocino Unit, to a greater or lesser extent, will need to adapt to the ever- increasing population moving into and recreating in the wildland areas of the County, posing greater risks of fires and even greater expectations for all CAL FIRE response services.

Through development, implementation, and ongoing reassessment of this Plan's priorities, the Mendocino Unit will be ready and steadfast in its ability to provide leadership in pre-fire management planning and in protecting the citizens of Mendocino County from destructive wildfires.

HISTORY OF LARGE FIRES

The "Exhibits Section" of this fire plan contains a map of most of the large fires in the Mendocino Unit since 1922. This information can aid in understanding the potential for a large fire at any particular location and also help in determining areas where pre-fire management plans can be put to the best use. One thing this fire history makes clear is that, although the County has been spared large fires in the recent past, this Unit can and may sustain large, devastating wildfires. *Indeed, the lack of large fires for many years points to the likelihood of one or more happening in the near future.* To prepare and lower the risks now will benefit all stakeholders concerned.

IGNITIONS AND INITIAL ATTACK SUCCESSES

Historically, the largest single known ignition cause in the Mendocino Unit has been the use of equipment, followed by escape debris burning. Most ignitions are associated with roads and areas of population density. Identifying ignition causes is an ongoing challenge, and results in many fires being undetermined or having several potential reasons for a fire's start. An example is determining if roadside ignitions were accidental due to cigarette butts negligently tossed from vehicles or were acts of arson. The need for accurate data to perform good analyses is crucial and the Unit personnel are committed to meeting this challenge. To accomplish this, Unit personnel are continuously training and attending classes to heighten their abilities to investigate fire origin and causes. CAL FIRE Unit suppression forces, working side-by-side with Local Fire Departments, have been successful in meeting the CAL FIRE goal of containing 95% of all wildfires at 10 acres or less. The coordinated effort of ground and air suppression resources has proven a winning combination for many years, and CAL FIRE along with Local Fire Personnel will work hard to maintain their good record and superb mutual aid relationships.

ENGINEERING & STRUCTURE IGNITABILITY

In the early 1980's, the California legislature adopted "Fire Safe" regulations in response to devastating fires on California's wildlands. California, because of its unique combination of vegetation, topography, climate, and population, has one of the most severe wildfire problems in the world. Rugged terrain and highly flammable vegetation make the foothills and mountains of California especially unsafe for residential development unless adequate fire safety measures are taken. A fire hazard severity classification system based on fire weather, fuel loading, and slope has been developed as a basis for identifying fire hazard in the State Responsibility Areas (SRA) where CAL FIRE has the primary responsibility for wildfire protection. To help aid in successful protection CAL FIRE plays an active role in the development of Fire Safe regulations. These regulations provide direction and set standards for construction of adequate ingress and egress routes, water systems, land use planning and zoning to help guide development within the SRA.

The intent of the Fire Safe program is to minimize the loss of lives, structures, and resources due to uncontrolled wildfires. The Fire Safe program places some of the responsibility of fire protection on the homeowner and/or builder/developer. The responsibility is the concept of defensible space planning and incorporating basic fire protection measures into the home or development as it is built. Each home, subdivision, and development constructed in the SRA should have adequate emergency equipment access, building, street, and address identification, and a reasonable water supply for suppression needs built into their designs. Residents and planners within the SRA should understand the importance of planning for fire protection, the need for ongoing and proper clearance of flammable vegetation around structure (PRC 4291), and the benefits of greenbelts, fuel breaks, and controlled burns in and around structures and developments.

Currently, proper addressing of structures in the SRA is the single biggest hurdle to overcome in the Fire Safe Program. Mendocino Unit personnel continue to educate the public on the vital importance of address signage in order to facilitate locating a fire and to avoid delays in response.

Public Resources Code (PRC) 4290 and Title 14 Code of California Regulations

“These regulations have been prepared and adopted for the purpose of establishing minimum wildfire protection standards in conjunction with building, construction and development in SRA. These regulations became effective September 1, 1991. The future design and construction of structures, subdivisions and developments in SRA shall provide for basic emergency access and perimeter wildfire protection measures. These measures provide for emergency access; signing and building numbering; private water supply reserves for emergency fire use; and vegetation modification.” *The intent statements that follow are a summary and are provided for information only. Specific requirements should be obtained from the local planning and building departments.*

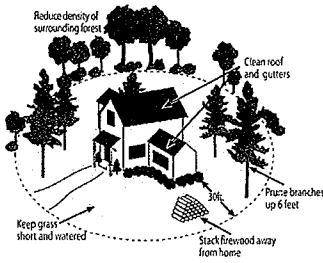
The implementation of these regulations occurs through the local government building permit and subdivision map approval process. Local government is still the approving authority for development. These regulations are triggered by the application for a building permit for purposes other than limited remodels. These regulations do not supersede existing local regulations that are equal to or more stringent than the state regulations. CAL FIRE has been given the role of wildland fire protection expert and is provided the opportunity to review and comment on all proposed construction and development within the SRA. CAL FIRE also performs final onsite inspections to determine if owners have met the intent of the fire safe regulations. The county is granted the authority to make the final ruling. Locally developed rules are more responsive to the local constituency and local environmental conditions. They can be finely tuned to local wildfire suppression strategies and needs. The proposed local rules must provide for the same practical effect as the overall state regulation package. Each protection measure and activity cannot be judged alone, but must be compared to the overall protection provided by the total regulation package.

Public Resources Code (PRC) 4291

Property owners in mountainous areas, forest-covered lands or any land that is covered with flammable material must create at minimum a 100-foot defensible space (or to the property line) around their homes and other structures, as mandated by California PRC 4291.

The state legislature enacted PRC 4291 to improve fire safety and to help prevent catastrophic fires. Under the law, property owners or those who control a property must establish a:

- 30-foot clean zone (or to the property line).
- 70-foot reduced fuel zone (or to the property line)



This does not mean the property must be clear-cut to bare soil, it involves thinning and breaking up the continuity of ladder fuels and large areas filled with contiguous shrubs that can readily transmit fire.

Title 19 Code of California Regulations

This important title includes the regulations from the Office of the State Fire Marshall, the Office of Emergency Services and the Seismic Safety Commission, information includes but is not limited to:

- General Fire and Public Safety Standards
- Fire Alarm Systems and Devices
- Fire Extinguishers and Automatic Fire Extinguishing Systems
- Fireworks and Explosives
- Transportation of Flammable Liquids
- Oil Refinery and Chemical Plant Safety Preparedness Program
- Emergencies and Major Disasters Programs and Procedures
- Hazardous Material Release Prevention, Reporting, Emergency Response

Title 24 California Code of Regulations

The California Building Standards Code, Title 24, which incorporates the California Fire Code, is adopted every three years by order of the California Legislature with supplements published in intervening years. Title 24 mandates specific requirements for new building construction placing strong emphasis on proper address signage, apparatus access, water requirements, and defensible space.

Building inspections

The California Building Commission adopted the Wildland Urban Interface (WUI) codes in late 2005 (Building Standards and Materials for Building Code Chapter 7A). The majority of the new requirements took effect in 2008. These codes included provisions for ignition resistant construction standards in the wildland urban interface. The building standards and materials codes are enforced by the California Building Standards Commission and, in Mendocino County, the Mendocino Building Department. The fire hazard severity zones are

used by building officials to determine appropriate construction materials for new buildings in the wildland urban interface. The zones can also be used by property owners to comply with natural hazards disclosure requirements at time of property sale.

The Wildland Urban Interface presents major concerns for fire prevention. Many homes are located in hazardous locations either in ignorance of, or in disregard for, fire prevention practices. Strict enforcement of California Public Resources Codes 4290 and 4291 is necessary to correct the errors of past residential and commercial developments. Fire loss reductions must be gained through better fire safe planning, with participation by all political bodies and stakeholders.

MEU Pre-Plans

- MEU lightning plan
 - On file in MEU Emergency Command Center
- El Dorado Estates/DeerwoodEstates Pre-Plan
 - On file within Battalion 3
- Brooktrails Evacuation Pre-Plan
 - See http://www.btcscd.org/about_us/fire_dept/index.php

INFORMATION AND EDUCATION

CAL FIRE's MEU Fire Safety Education Programs are conveyed through school programs, fair exhibits, posters, flyers, road signs, and thousands of other printed materials, radio and television spots, community meetings, one-on-one contacts with wildland homeowners, and in recent years, the Internet. This information and education is provided to people of all ages.

Smokey Bear, Sparky the Fire Dog, and Pluggie the fire hydrant are utilized at numerous events throughout the County with the goals of teaching fire safety at home and in the forest. Smokey, Sparky, and Pluggie are used in both the classroom setting and at public events, such as the Mendocino County Fair. While Smokey, Sparky, and Pluggie are used primarily for teaching young children, the MEU prevention staff also provides other informational and educational, materials geared specifically to teacher and educators.

The objective of the Volunteers In Prevention (VIP) Program is to involve and utilize citizens along with public service groups in non-salaried positions to reduce human-caused fires. VIPs educate thousands of children and their parents about fire prevention by participating in fairs, parades, and staffing displays. Volunteers are trained to make preliminary wildland homeowner property inspections for fire safety as required by Public Resources Code 4291, and to discuss with homeowners ways to make their homes fire safe. These one-on-one contacts are an increasingly important education tool as the population in California's wildlands continues to grow. VIPs are trained to assist CAL FIRE's efforts during wildland fires and other emergencies by providing information to the media and public.

B. VEGETATIONMANAGEMENT

The Vegetation Management Program (VMP) is a cost-sharing program utilizing prescribed fire, and mechanical means, for addressing wildland fire fuel hazards and other resource management issues on State Responsibility Area (SRA) lands. The use of prescribed fire mimics natural processes, restores fire to its historic role in wildland ecosystems, and provides significant fire hazard reduction benefits that enhance public and firefighter safety.

VMP allows private landowners to enter into a contract with CAL FIRE to use prescribed fire to accomplish a combination of fire protection and resource management goals. The projects which fit within MEU's priority areas (*e.g.* those identified through the Fire Plan) and are considered to be of most value to the unit are those that will be completed.

CAL FIRE administers several state and federal forestry assistance programs with the goal of reducing wildland fuel loads and improving the health and productivity of private forest lands. California's Forest Improvement Program (CFIP) and other federal programs that CAL FIRE administers, offer cost-share opportunities to assist individual landowners with land management planning, conservation practices to enhance wildlife habitat, and practices to enhance the productivity of the land. The Department also delivers the Forest Stewardship Program which combines funds from state and federal sources to assist communities with multiple-ownership watershed and community issues related to prefire fuels treatment, forest health, erosion control, and fisheries issues.

SECTION V: PRE- FIRE MANAGEMENT TACTICS

DIVISION / BATTALION / PROGRAM PLANS

CAL FIRE BATTALION 1: COVELO

CAL FIRE's Mendocino Unit Battalion 1 is located in the northeast corner of Mendocino County. Within the Battalion is the town of Covelo, centered in Round Valley. The Round Valley floor is predominately Local Responsibility Area (LRA) and fire protection is the responsibility of the Covelo Fire Protection District (CFPD), although CAL FIRE responds to all calls in the District through an automatic mutual aid agreement.

The economy is mainly supported by cattle ranchers, small timber harvest projects, and a great deal of "medical" marijuana. The climate is Mediterranean in type, and vegetation is oak woodlands changing to conifer timberlands in the higher elevations.

CAL FIRE Covelo station, the Covelo Fire Protection District, and the U.S.D.A Forest Service (USFS) have joined forces for several public education activities at local schools and community events. CAL FIRE also works with the Round Valley Indian Tribe's Department of Natural Resources on vegetative fuel reduction in the SRA. CAL FIRE engine and dozer crews from Covelo have constructed a fuel break on the western ridge above the Round Valley Indian Housing tract, and CAL FIRE crews continue to maintain it. CAL FIRE has also taught several Incident Command Classes to the Round Valley Indian Tribe (RVIT) crews to assist them to qualify for fire line duty.

The USFS, CAL FIRE, CFPD, and the Fire Safe Council have determined that the entire Covelo battalion is an at-risk WUI area, with several specific areas having greater hazards. To address the fire problem in the Covelo Battalion without looking at the LRA fire causes would not produce a true evaluation. More than 70 percent of the fires in the Battalion occur within one square mile on the Round Valley Indian Housing tract within the LRA. Arson is the leading cause of fire in the Battalion. The County Sheriff's Office and CAL FIRE work cooperatively to investigate and incarcerate arsonists. Local, state, and federal fire cooperators as well as the Sheriff's Office continue to educate in the schools and community in hopes of reducing arson and accidentally caused fires.

The "Fire Defense Plan" prepared for the RVIT by CAL FIRE in May 1992 is intended to be an integral part of land management planning on the Indian Tribe lands. It identifies several fuel breaks and VIP projects that can mitigate hazards and risks impacting the Battalion and the Covelo community. With the increasing likelihood of wildfires on the west side of the valley, it is imperative that a maintained fuel break exist on the ridge west of the Round Valley Indian Housing Tract. As was noted above, CAL FIRE constructed and continues to maintain a fuel break there, known as the Little Valley fuel break. This

break is an extension of one completed by the RVIT crews and provides direct protection to the 100 homes below it. Continuing northwest from Little Valley, another fuel break, known by the name “Pink,” was developed in the plan. This break will minimize the risk of uncontrolled fires becoming large and damaging on both the west side of Round Valley and the east side of Poonkinney Ridge.

CAL FIRE BATTALION 2: WILLITS

State Highway 101 bisects CAL FIRE’s Mendocino Unit Battalion 2, with predominately redwood and Douglas-fir forest to the west and mixed pine forest, brush, and grassland to the east. Highway 20 goes west from Willits to Fort Bragg for approximately 13 miles within the Battalion. The eastern border of the Battalion is the Mendocino National Forest’s Covelo and Upper Lake Districts.

One CAL FIRE station, Howard Forest, co-located with the Mendocino Unit Headquarters, provides the initial ground attack fire protection for Battalion 2. Howard Forest Helitack Base is located at this facility and is administered by the Battalion Chief assigned to Howard Forest. One forest fire lookout facility, Two Rock, closed in 1994 and has been returned to private ownership.

Unit Headquarters facilities include the Unit’s Administrative Headquarters, Training Center, Resource Management and Fire Prevention Bureau offices, Logistics Service Center, Automotive Fleet Maintenance shops, breathing apparatus maintenance facility, CAL FIRE’s Emergency Command Center, and Howard Park, which is open to the public.

The Brooktrails Township is an unincorporated community located immediately northwest of the City of Willits and its subdivisions are some of the densest wildland/urban interface developments in Mendocino County. The limited access, steep slopes, and roads and dwellings interspersed with undeveloped, overgrown parcels surrounded by a natural greenbelt environment, offer the potential for expensive and large losses to wildland fire. The unincorporated community is subject to Public Resources Code 4290 requirements for new development. This steep and wooded area was noted as being the first community in the United States to blend a four square mile redwood and mixed growth forest Conservation Park with a fully improved residential subdivision. The conservation park is now called the Brooktrails Redwood Park and is locally referred to as the “Greenbelt.” The park covers 2,300 acres that border a large portion of the lots in the subdivision. The Brooktrails Township is comprised of multiple subdivisions. Three main areas, Brooktrails, Sylvandale, and Spring Creek, are the most heavily populated.

In the event of a large fire in or threatening the Brooktrails subdivisions, the residents and responding agencies could face many problems. Residents evacuating down steep and narrow roads could impede responding fire apparatus, causing road blockage and long response times for fire personnel. Evacuation concerns are compounded by the fact that the

narrow, winding Sherwood Road is the only paved major access road and escape route from Brooktrails, Sylvandale, and Spring Creek.

The Little Lake Valley is basically grassy oak woodlands that transition into brush towards the east, then to timber at the higher elevations. There are many structures intermixed in the area and especially in the Pine Mountain Subdivision. It has similar features outlined in the Brooktrails scenario, steep winding roads that provide adequate access during normal conditions but would be hard pressed to accommodate residents evacuating and fire resources entering the area, especially the transport/dozer units responding. The Battalion overlays Willits, the only incorporated city, several unincorporated communities of various sizes, two high schools, and five grade schools. Miles of overhead power lines, a continuing source of vegetation fire starts, accompany ongoing building in the wildland.

Area logging is decreasing due to the economy, environmental concerns and changes in ownership/management goals and strategies. Current harvest plans are mixed between small and large acreage. With fewer logging operations the cumulative fire hazard from logging slash buildup increases only slightly annually in comparison to the buildup created during past boom logging eras. Additionally, the threat of fire starts in the remote backcountry from logging operations is reduced. However, a dramatic increase clandestine marijuana production does increase the fire potential in the remote areas.

The saving grace for the area inland of the California north coastal strip is the seasonal onshore marine push which usually keeps overnight relative humidity high during normal patterns.

Occasionally interior high pressure does develop in Mendocino County and over the Willits area and creates critical burning conditions. When interior high pressure conditions develop, producing hot, dry north/northeast offshore winds, there is abundant potential for severe fires in the Willits area. These critical weather patterns typically develop four to five times each fire season. Each pattern usually builds and dissipates within several days.

Fire is widely recognized as a natural part of the California environment. Ecologically, studies have demonstrated wildlife's dependence on, and rapid recovery from, vegetation fires without funds being expended for regeneration. Much of the Willits Battalion would benefit from prescribed burning. Prescribed fires are far less costly than an uncontrolled fire burning through a developed community that will be costly to rebuild. The efficient burning of wildland tracts would provide an effective reduction of fuel loading in high, very high, and extreme fire hazard severity zones.

MEU Battalion 2 has several active Fire Safe Councils; the Pine Mountain FSC, the Sylvandale FSC, and Brooktrails FSC have been active. There are several more beginning to operate. These councils operate under the umbrella of the Mendocino County Fire safe Council.

There have been several grant projects in the Battalion 2, the two major projects have been the Brooktrails Shaded Fuel Break and the Pine Mountain Brush Chipping Project. These operations were managed by the Mendocino Fire Safe Council and CAL FIRE.

CAL FIRE BATTALION 3: UKIAH

Battalion 3 is a very diverse portion of Mendocino County. It encompasses a wide variety of vegetative fuel types consisting primarily of oak woodlands, brush and mixed conifer stands. The Ukiah Valley, in Battalion 3, contains the densest population centers in Mendocino County, including the City of Ukiah and surrounding communities. A significant portion of the Battalion 3 population lives in the rural communities, considered in the urban-interface zone, outside of formal service districts.

Two state highways, Highway 101 traveling north and south and Highway 20 east and west, intersect in the center of the Battalion. The Battalion borders Sonoma County to the south and Lake County to the east. It extends west almost to the community of Comptche, and north past the community of Redwood Valley.

Fire protection for the SRA in Battalion 3 is provided by two Schedule B stations. Covering the southern half of the battalion is Hopland Station, located on Highway 101 approximately two miles north of Hopland. Ukiah Station located at the intersection of North State Street and Hensley Creek Road covers the northern half the battalion.

CAL FIRE provides cooperative emergency services through a variety of aid agreements to the majority of fire department or district in Battalion 3. Local and federal governments provide fire and medical services within Battalion 3: Ukiah City Fire Department, Ukiah Valley Fire District, Hopland Volunteer Fire Department, Potter Valley Volunteer Fire Department, Redwood Valley/Calpella Fire District, and the U.S.D.A. Forest Service.

Battalion 3 works cooperatively with other public service agencies, to include California Highway Patrol, Mendocino County Sheriff's Office, Ukiah Police Department, Ukiah Ambulance Service, Redwood Empire Hazardous Incident Team (REHIT), Tribal police agencies, CalTrans, Bureau of Land Management, and U.S. Army Corps of Engineers.

Several popular recreation and tourist locations within Battalion 3 attract visitors to the Ukiah valley. These include Lake Mendocino, Cow Mountain Recreation Area, Montgomery Woods State Park, the Russian River, Eel River, numerous wineries, and the Mendocino National Forest. CAL FIRE provides direct protection to the U.S. Army Corps of Engineers' Lake Mendocino Recreation Area and BLM's Cow Mountain and Red Mountain Recreation Areas.

Battalion 3 places very strong emphasis on fire prevention education and activities. The full scope of prevention activities in Battalion 3 includes; participation in school programs emphasizing home and fire safety, actively working with the Local Fire Safe

Councils, public education and safety programs, and defensible space compliance inspections.

CAL FIRE BATTALION 4: LAYTONVILLE

CAL FIRE's Mendocino Unit Battalion 4 encompasses the northwest portion of Mendocino County. The Battalion has two major highway corridors: State Highway 1 runs through the northwest corner of the Battalion, where it intersects U.S. Highway 101; and Highway 101 runs the entire length of the Battalion, a distance of 42 miles.

CAL FIRE operates two fire stations within the Battalion, at Laytonville and Leggett. Year-round fire protection in the Battalion is provided by four volunteer departments: Long Valley (Laytonville), Leggett Valley, Piercy, and Whale Gulch. The Whale Gulch Fire Department is located within Mendocino County but is dispatched by the CAL FIRE Humboldt-Del Norte Unit because the road to its location is in Humboldt County.

The Battalion includes eight communities of various sizes. Several private camps are occupied primarily during the summer months. The State Parks System operates two campground facilities, one of which is classified as a wilderness park, plus three other day use areas. The Nature Conservancy has a large holding known as the Coast Range Preserve in the Branscomb area. There are several BLM holdings in the Battalion, most of which require modified suppression action plans.

The western portion of the battalion consists of some large timber company holdings that encompass approximately 75,000 acres. With the reduction of active logging and the decline of broadcast burning, the fuel loading has increased in the area due to the natural forest succession. Roads on the timber company lands have been abandoned and/or decommissioned which can lead to access difficulties. Although logging is decreasing, the fire threat relative to logging remains, due to the buildup of logging slash and the lack of access to the slash-covered areas due to road closures. In 2008 there were approximately 22 lightning caused fires in Battalion 4, the road closures on logging company properties created access issues for fire suppression resources.

Causes of the fires within Battalion 4 range from accidental equipment use to arson. Fires caused by debris burning are a significant problem in Battalion 4. An increased effort by Battalion personnel to inform the public of debris burning regulations will be used to reduce these fires.

Fires caused by equipment use are also a problem. Battalion personnel conduct public education on this subject, but such fires will probably continue due to the large amount of outdoor equipment use in the Battalion. Fires caused by the railroad have ceased because the railroad is not operating due to winter storm damage several years ago. If the railroad is again put in service, a fire prevention and inspection program will need to be implemented. An additional concern in the battalion is the increased number of marijuana growing operations which are accounting for a large number of the fires in the battalion.

The future outlook for Battalion 4 is for increased tourist traffic and more rural subdivisions. As these subdivisions expand, they bring with them the increased population in the rural areas creating an increase in wildland, structure, vehicle and debris fires, requiring greater public awareness of fire hazards.

The larger WUI areas within the Battalion include Bear Pen subdivision, Cooks Valley, Pepperwood Springs subdivision, Ebert Lane, Camp Saint Michael, Bell Springs Road, Cherry Creek subdivision, Twin Pines Ranch, Black Oak Ranch, Spy Rock Road area, Wildemess Lodge, Ten Mile Creek, Fox Rock Road, and Mulligan Lane.

Currently each Local Fire Department and CAL FIRE station's personnel conduct separate and joint fire prevention education programs at local schools, road association meetings, and community events. During these education programs, strong emphasis will now be placed on the identified target areas. Funding is needed for local and state fire departments to provide up-to-date educational materials to the public.

In cooperation with the Mendocino Fire Safe Council, several WUI areas have identified the need for fire road access clearance and fuel reduction/shaded fuel breaks. In each of these locations, overgrown brush and young saplings cause a safety hazard for both fire crews trying to enter the area and residents trying to leave in a wildfire emergency. For each evacuation route listed here, projects need to be instituted to create shaded fuel breaks extending 50 feet on both sides of the roads, by removing understory brush and trimming up trees to remove ladder fuels.

- Spy Rock Road (including Registered Guest Road, Iron Peak Road, and Blue Rock Road) is inhabited by approximately 2,000 people living in various types of homes.
- Ten Mile Creek has approximately 200 residents.
- Bear Pen subdivision contains 18 homes.
- Ebert Lane is a narrow road accessing 11 homes; its vegetation includes not only brush and saplings but also timber.
- Pepperwood Springs subdivision has approximately 20 homes.
- Cherry Creek subdivision, which currently contains about 30 homes, is becoming a very popular area for new construction.
- Mulligan Lane contains areas of brush that need to be removed.
- Bell Springs Road, a major artery, has many heavily overgrown areas.

The lack of home addresses and road signage is a huge problem throughout Battalion 4. This is due in part to the vast amount of marijuana cultivation by persons who wish their addresses to be unknown. During public education programs, the benefits of proper addressing and road signage for both fire and medical emergencies will be strongly emphasized. Battalion personnel conducted an extensive PRC 4291 inspection campaign to try to gain compliance and acceptance to fire safe planning.

Two sets of fire prevention signs remind the general public of their fire prevention obligation and burning regulations. Each time a burn permit is issued, a fire prevention message is presented.

Battalion personnel will continue Public Resources Code section 4291 and 4492 inspections of structures and power lines in each community.

CAL FIRE BATTALION 5: BOONVILLE

Battalion 5 is the 10th largest Battalion statewide, according to 1964 Fire Plan data. Two major highways within the Battalion bring tourist traffic from the Bay Area to the north coast: State Highway 128 forms the northern boundary of the Battalion, and State Highway 1 defines the western boundary. Vegetation within the Battalion varies from dense redwood/Douglas-fir forests to grassy oak woodlands. The Battalion includes one city, Point Arena, and nine communities of various sizes: Gualala, Anchor Bay, Irish Beach, Manchester, Elk, Yorkville, Boonville, Philo, and Navarro.

Battalion 5 fire protection for the Battalion is provided by two Stations: Boonville and Point Arena. Additionally, four local government departments -- South Coast Fire Protection District, Redwood Coast Fire Department, Anderson Valley Fire Department, and Elk Volunteer Fire Department -- provide structure protection for their communities, as well as mutual aid to CAL FIRE for wildland fire protection. Redwood Coast Fire Department provides protection for the City of Point Arena and the communities of Manchester and Irish Beach.

The Battalion has one lookout, Cold Springs, which was closed in 1994 but has been intermittently reopened during periods of high fire danger and lightning storms. Cold Springs Lookout is listed in the National Historic Lookout Registry and has been identified in CAL FIRE's Management Plan for Historic Preservation.

The outlook is for increased tourist traffic and rural housing in single increments and small subdivisions. As the minor subdivisions expand, an increasing fire problem will exist in both the prevention and suppression of fires. Logging, which formerly provided the area's major economic resource, has been decreasing. However, future fire control problems remain a concern, as areas that are logged have an increase in logging slash and possibly a lack of access due to road closures. Areas where logging is not occurring may have a higher density of live and/or dead vegetation as well as an increase in poor or limited access. The Battalion's overall fire hazard potential will likely increase due to increases in tourism, traffic, off-road recreation, camping, and rural subdivision development in the Wildland Urban Interface. Vineyard conversions are still occurring, primarily within the oak woodlands. These conversions create greenbelts (fire fuelbreaks) on the valley floor, along the lower slopes surrounding the valley, and now reaching the upper ridges.

Battalion 5 fire prevention activities include:

- Display and information booth at the Mendocino County Fair and Apple Show
- Firefighters as Role Models (FARM), utilizing trained canine with 4th grade class.
- Participate in the Mendocino County Fair parade
- Participate in school programs with Smokey Bear emphasizing fire and home safety
- Fire Prevention and Safety at the Boy Scouts of America camp in Navarro

- LE-100 inspections of residences and inspections of power lines
- Roadside Fire Prevention signs
- Burn permits issued in person with awareness and safety training given to permittees
- Joint educational outreach efforts with Fire Safe Council

CAL FIRE BATTALION 6: FORT BRAGG

Battalion 6 has two major highways which bring tourist traffic to the north coast. State Highway 1 spans the entire west section of the battalion along the coast and intersects with State Highway 20, then continues north and intersects with US Highway 101 at Leggett. Highway 20 connects Highway 1 to Highway 101 and links the cities of Fort Bragg and Willits.

Geographically, the battalion boundaries are as follows: starting at the northwest corner from the Pacific Ocean near the town of Rockport, it runs south along the coast to the Navarro River at Highway 1 and Highway 128. It then runs east along the river and Highway 128 about 10 miles to Flynn Creek Road, then northeast to State Highway 20, then north to Sherwood Peak. It follows Sherwood Ridge about six miles continuing northwest, following mostly along ridge lines to the Pacific Ocean. It finally intersects at a point just south of the town of Rockport, a distance of about 25 miles, forming the northeastern boundary.

Battalion 6 includes two CAL FIRE Stations: the Fort Bragg Station (Jackson Demonstration State Forest (JDSF) and Battalion Headquarters) and the Woodlands Station east of the town of Mendocino. Mendocino Coast Hospital provides ground ambulance service, and CALSTAR (Ukiah) and REACH (Lakeport and Santa Rosa) provide helicopter emergency medical services (EMS). The U.S. Coast Guard provides EMS and water rescue from Noyo Harbor in Fort Bragg and can provide additional helicopter support to local agencies apparatus from Eureka.

Included in the battalion is JDSF, purchased in 1947 from the Caspar Lumber Company and the largest State Forest. JDSF is a public use area excluding motorized vehicles and includes campsites and day use areas. The forest is a popular area for hiking, biking, hunting, horseback riding, swimming, and picnicking, and is visited by over 40,000 people annually.

The California State Parks and Recreation Department's Mendocino District is headquartered within the battalion at Russian Gulch State Park. Seven campground facilities and numerous state beaches and recreation areas are in the battalion. This includes the Mendocino Woodlands Campground which is contracted to private management with occupancies of up to 500 per day.

The future outlook for the Battalion is for increased tourist traffic and more residents in additional rural homes and subdivisions. Logging continues to decline with more timber harvest plans on smaller acres. Projected fire hazards and at-risk assets will continue to grow due to the changing demographics of the area. As rural development continues and subdivisions expand, an increasing fire problem will exist in both preventing and suppressing fires. The points below identify some issues that will increase the complexity of the future fire environment.

Response times outside developed communities can be quite extended, and resources are limited. The topography of the battalion, in conjunction with the winding, slow, and limited road system, is a contributing factor to response times.

Developed water resources are sparse with limited availability and accessibility in outlying areas. The increased population in rural areas will have an impact on, and strain the already limited resources in the area. This will potentially result in increased fire starts as well as medical aid and rescue response requests.

Increased public land use including off-road recreation and camping will result in additional potential for fire as well as medical aids. Property addressing and access continue to be marginal and inconsistent throughout Mendocino County, resulting in increased dispatch and response times. Population growth will increase equipment use and debris burns, increasing the potential for fire starts and control burn escapes. Lack of awareness and education regarding fire safe planning by persons moving from city to rural environments regarding fire safe planning manifests itself through poor preparation and ultimately increased risks.

Battalion personnel continue to participate and interact with the local schools to promote fire prevention and education program. This focuses on youth education and prevention as well as providing a conduit to parents for prevention information and fire safe planning. The program has been successful to date and has been well received by the community.

Battalion personnel regularly participate in community events including parades, fairs, and barbeques utilizing Smokey Bear, fire apparatus, and booths to distribute prevention and education materials including fire safe pamphlets. The events also provide opportunities for personal public “one on one” contact for adults and youth alike relating to prevention, education, career, and general CAL FIRE information.

Fire Safe inspections continue in the various communities with LE-100 inspections of residences and power lines. The annual issuance of Burn Permits including LE-63 (campfire), LE-5 (dooryard), and LE-7 (project burn) are used as opportunities to increase public awareness and conduct training in the proper and safe use of fire.

The battalion continues to participate in public outreach meetings sponsored by the Fire Safe Council, to assist in education, and to identify public concerns regarding prevention or future community projects. CAL FIRE Battalion 6 is committed to working cooperatively with the Mendocino County Fire Safe Council, communities, and local government fire jurisdictions to assist in addressing specific concerns, by technical assistance or facilitation through administrative services.

The battalion co-sponsors, with timber stakeholders, the annual timber “industry meeting” to update and exchange contact information, identify available resources, and identify logging operations or major projects occurring within timber holdings.

CAL FIRE TRAINING BATTALION

Mission Statements

The Mendocino Unit Training Battalion responsibility is to provide on-going training, education and certification to fire service personnel. All training is focused on providing and maintaining the highest quality emergency service at both fire and medical responses to the citizens of California. Instructional programs target operational efficiency with emphasis on safe operating procedures for our personnel in all aspects of fire and emergency operations.

The first priority of the Mendocino Training Staff is to provide for the overall safety of Unit permanent personnel and seasonal employees through instructional programs that target operational efficiency with emphasis on safe operating procedures in all aspects of fire and emergency operations. The Training Battalion's responsibility is to also facilitate and to ensure coordination for the unit-wide training plan, match training courses with approved personnel training requests, maintain a central location for updated training records for all employees.

The Battalion staff comprises of one Battalion Chief and two field Captains that work in training in during non-peak staffing. The staff continually strives to provide creative, cost effective, innovative training, and always providing the highest commitment to safety. The state-funded training operations, which are divided into 16 separate program areas, are a seven-day a week operation, and listed below are:

- Administrative and Office staff
- Battalion Chiefs
- Company Officers
- Firefighters
- Training
- Emergency Command Center
- Howard Forest Helitack
- Fire Prevention
- Automotive Fleet Maintenance
- Pre-fire Engineering
- Joint Apprenticeship Program
- Vegetation Management
- Emergency Medical Services
- Hazardous Materials Responses
- Fire Safe Counsels
- Joint-Agency Operations

FIRE PREVENTION BUREAU

In addition to the Pre-Fire Management Strategies listed in Section IV, MEU's Fire Prevention Bureau staffs active law enforcement personnel to enforce state fire and forest laws.

CAL FIRE Law Enforcement officers are trained and certified in accordance with the California Commission on Peace Officer Standards and Training (POST). MEU's officers are busy year round investigating fire causes, interviewing witnesses, issuing citations and setting up surveillance operations. Additionally, law enforcement staff provides assistance when requested by Local Fire and Law Enforcement Agencies in arson, bomb, fireworks, and fire extinguisher investigations, as well as disposal of explosives. The Mendocino Unit's investigators have a very successful conviction rate.

HOWARD FOREST EMERGENCY COMMAND CENTER

Fire and Emergency Medical Services (EMS) dispatch services are provided to those Local Fire Service Agencies and Ambulance providers of Mendocino County who are signatory to the Operational Memorandum of Understanding (MOU) of November 1994. Coastal Valley Emergency Medical Services has designated the ECC as Mendocino County's air ambulance coordination center. The CAL FIRE Howard Forest ECC is the secondary Public Safety Answering Point (PSAP) for Mendocino County. The CAL FIRE Expanded Dispatch is the OES Fire Rescue Coordination Center for Mendocino County.

CAL FIRE provides Emergency Medical Dispatching (EMD) for medical dispatching. EMD provides for a caller to respond to a standardized questioning format to help determine the type of resources required to appropriately assist the caller. EMD also directs the dispatcher to provide pre-arrival instructions to assist the patient once the emergency response has been dispatched.

Generally, all emergency calls will be dispatched within sixty (60) seconds of the call. This time frame is a general target; it is recognized that verification of location information and directions to the location of the emergency, as well as completion of the EMD process will sometimes require more than the 60-second time frame. Priority is placed on clear and reliable dispatch information for responding resources.

All emergency, non-emergency and administrative calls for service are logged into the Altaris Computer Aided Dispatch program (CAD). All key entries are automatically time stamped by the CAD program for accuracy. All entries that require a field response of any type are logged as incidents and administrative functions (such as Fire Department announcements) are logged in as events and do not generate an incident number.

All CAD data is available on a web based program that is accessible by a password protected program available to any agency or cooperator who does business with the dispatch center. The program used to retrieve this data is Crystal reports, an industry standard program for data retrieval. All users of this service will be restricted to access records that originate in the

Mendocino Unit. This program has pre-built reports that the user can access. Any new reports must be requested through the Dispatch Center Manager with specifics of the information requested.

Staffing

CAL FIRE provides a wide awake dispatch center 24 hours per day, seven days a week. Staffing levels for the Dispatch Center are a minimum of 1 fully qualified Fire Captain and 1 fully qualified Communications Operator. During Fire Season, when the CAL FIRE fixed wing aircraft are on Contract (normally, 6/15 through 10/15), the Dispatch Center is staffed with a minimum of 1 qualified Fire Captain and 2 qualified Communications Operator during the day. The ECC Manager is a CAL FIRE Battalion Chief. This person is responsible for all ECC operations and personnel and coordination with Mendocino County Dispatch contract. He/She is the primary contact for the Coastal Valley EMS coordinator for any changes in EMS dispatch policy or procedures.

Facilities

The CAL FIRE MEU ECC infrastructure consists of two buildings that house the Dispatch Center and Expanded Dispatch along with all of the radio and telephone equipment. These two buildings together allow handling all of the normal daily activities and, if necessary, open an expanded dispatch to handle larger incidents. A 100 KW generator is also on site to automatically provide emergency power if necessary.

The Dispatch Center is capable providing all dispatching services on multiple frequencies. Fire and EMS are being dispatched at the same time using the Mendocino County Dispatching frequencies. CAL FIRE has Altaris Computer Aided Dispatch program (CAD) in a laptop and CAL FIRE can use another location’s phone service along with a Mobile radio for a short duration. If this is not possible CAL FIRE has the ability to use a mobile location with Cell phone service. CAL FIRE has access to a Mobile Communications Center for a backup Emergency Command Center, if needed for a long duration event, which is usually available within four hours.

Local Agencies Dispatched Pursuant to this Contract

- | | |
|--|--------------------------|
| • Albion Fire | • Anderson Valley Fire |
| • Brooktrails Fire | • Comptche Fire |
| • Covelo Fire and Ambulance | • Elk Fire and Ambulance |
| • Fort Bragg Fire | • Hopland Fire |
| • Laytonville Fire and Ambulance | • Leggett Valley Fire |
| • Little Lake Fire Protection District | • Mendocino Fire |
| • Piercy Fire | • Potter Valley Fire |
| • Redwood Coast Fire | • Redwood Valley Fire |
| • Ridgewood Ranch Fire | • South Coast Fire |

- Ukiah Valley Fire
- Westport Fire

Additionally, the following agencies are dispatched by Howard Forest:

- Anderson Valley Ambulance
- Fort Bragg Ambulance
- Ukiah Ambulance
- Redwood Empire Hazardous Materials Response Team (REHIT).

JACKSON DEMONSTRATION STATE FOREST

Jackson Demonstration State Forest (JDSF) is an approximately 48,652 acre redwood/Douglas- fir forest which straddles Highway 20 between Fort Bragg and Willits. The City of Fort Bragg, where the JDSF headquarters facility is located, is 2 miles north of the western property boundary. The town of Mendocino is located 2 miles west of the southwest corner of JDSF. The town of Willits and the community of Brooktrails are located approximately 7 miles to the east. The western edge of JDSF is an urban interface.

JDSF is managed by the CAL FIRE for the purpose of demonstrating sustainable forest management, as directed by statute and Board of Forestry policy, which includes production of forest products and protection of values related to recreation, watershed, wildlife, range and forage, fisheries, and aesthetic values. JDSF is open to the public for recreation including but not limited to: camping, hunting, bicycling, hiking, and horseback riding.

Conservation camp crews are routinely working on JDSF projects. In addition to the fire station and conservation crew camps, there are three residences, a historic school house, and a barracks/learning center located along Highway 20 on JDSF.

JDSF has a Mediterranean climate, characterized by a pattern of low-intensity rainfall in the winter and cool, dry summers. Fog is a dominant climatic feature, generally occurring frequently during the summer months, and less frequently during the rest of the year. Air temperature is strongly influenced by the extent of the coastal fog belt, which extends inland up to 20 miles or more during summer nights, generally burning off back towards the coast by afternoon.

In general, the landscape is characterized by moderate to high relief. Slopes are less steep in the western watersheds within the Forest, and are steeper to the east in the watersheds nearer the crest of the Mendocino Coast Range. Elevations range from less than 100 feet within stream valleys along the western edge of JDSF, to a maximum of 2,092 feet in the southeast corner.

The dominant vegetation is redwood/Douglas-fir, which covers over half of the Forest. Other vegetation types are hardwood, pygmy forest, closed-cone (Bishop) pine/cypress, and alder. Grassland/bare ground and brush vegetation types together make up less than 1 percent of JDSF.

JDSF experiences periodic lightning caused fires. The primary risk of fire starts comes from the urban interface on the west and human caused fires resulting from public use of the Forest including Highway 20 traffic. Other potential ignition sources include logging and a 60KV PG&E transmission line roughly paralleling Highway 20 from Willits to Fort Bragg.

The conservation camp crews conduct road brushing on JDSF roads to maintain administrative, public, and emergency access throughout the forest. The projects include vegetation removal to reduce fuel loading adjacent to high use and strategically located roads and around the structures mentioned above.

MEU Resource Management

Environmental Review

The California Environmental Quality Act (CEQA) requires public agencies to consider actions on projects that may directly or indirectly result in a physical change in the environment. When CAL FIRE funds, approves, permits, facilitates or carries out a project as lead agency it is obligated to ensure that the appropriate steps are taken to comply with CEQA by preparing a thorough environmental review. This review is conducted by a Resource Management representative in the Forester classification assigned as the Unit Environmental Coordinator.

Review conducted by the Environmental Coordinator ensures that the statutory responsibilities of MEU are addressed in the project planning phase. Examples of CAL FIRE projects in MEU include building & structure construction, repairs, replacement, acquisition, maintenance & fire hazard clearance, fuel reduction projects such as shaded fuel breaks, prescribed burns & timber felling for the purpose of firefighter training.

The unit level review may include but is not necessarily limited to:

- Prepare a project description for project size/extent, magnitude, treatment type, equipment use, & impact potential.
- Review the environmental setting and identify sensitive areas such as wetlands, watercourses, riparian zones, old growth wildlife trees, public use & aesthetics.
- Conduct database searches of the California Natural Diversity Database (CNDDB), Archaeological Information Centers, unit & statewide fire plans, applicable Timber Harvest Plans (THPs) and VMPs.
- Contact & review project with CAL FIRE specialists who may include an archaeologist, hydrologist, geologist, soil specialist, and/or forest pathologist as necessary.
- Inspect project site (to include appropriate surveys).
- Discuss project proposals with landowners, neighbors, Native Americans, & private/agency professionals familiar with the site, resource or treatment.

Once the review is completed, the necessary documents are filed with Sacramento Environmental Protection staff. The minimum unit review includes a CNDDB run, archaeological review with a CAL FIRE archaeologist, and on-site evaluation of landscape-level impacts. For projects that fall into a CEQA exempt category, a Notice of Exemption (NOE) and Environmental Review Report Form (ERRF) are submitted for review, approval and filing at the State Clearing house for a 35-day notice period.

For projects that do not fall into a CEQA exempt category, a Negative Declaration or Mitigated Negative Declaration and Notice of Completion are submitted if there are no significant impacts or if potential impacts are mitigated to a level of less than significant. An initial study/environmental checklist is added to the review process. These projects are submitted for review & filing at the State Clearinghouse for a 30-day comment period. Following the end of the comment period, public comment is reviewed and appropriate

additional mitigation measures may be incorporated into the project. A Notice of Determination is filed with the State Clearinghouse along with appropriate fees.

Public Resources Code 4290 & 4291

Forest Practice personnel, working under the direction of the Fire Prevention Bureau, conduct compliance monitoring inspections of defensible space clearance requirements around buildings & structures on SRA lands. Concurrent with Fire Prevention inspections, Forest Practice personnel also conduct compliance inspections of projects which are exempt from Timber Harvesting Plan preparation, if applicable. Examples of such projects include fire hazard exemptions and/or less than three-acre timberland conversions which involve fuel treatment.

Fire Suppression Repair (FSR)

CAL FIRE has authority to conduct fire suppression repairs during emergency incidents on State Responsibility Areas (SRA) under the Public Resources Code (PRC) Sections 4675 & 4676.

Repair work may be necessary in locations where fire suppression damage has occurred. Fire suppression damage includes impacts to resources and property caused by fire fighting efforts, including but not limited to potential erosion from dozer & hand-constructed lines, road opening and watercourse crossings. The primary objective of fire suppression repair is to mitigate fire suppression-caused damage to as close to pre-fire conditions as is reasonably possible. This is done by minimizing sediment delivery to watercourses, mitigating slope conditions to pre-fire drainage patterns, removing fire suppression-related debris, restoring berms, barriers, repairing gates & fence lines removed for fire control access, & implementing appropriate mitigation measures (in consultation with a CAL FIRE archaeologist) to protect cultural and/or historic resource sites.

MEU personnel, including Forestry Assistant & Forester classifications, serve as Fire Suppression Repair Technical Specialists (RESP) assigned to wildfire incidents. They assess FSR needs through field identification, mapping & site description, developing a task list that includes equipment needs & equipment time commitments keyed to a map. FSR needs are reported to the Plans Section for inclusion in the Incident Action Plan. For complex repairs, the RESP will request assistance from cooperators, including property owners & timberland company representatives. For additional input, they may also consult with environmental specialists, such as the California Geological Survey (CGS) engineering geologists.

Emergency Watershed Protection (EWP)

EWP is a cost-share system for the rehabilitation of burned-over land performed in cooperation with the Natural Resources Conservation Service (NRCS). It differs from FSR in that mitigation is designed/applied to treatment of significant wildfire impacts such as areas burned with high intensity fire causing destruction of most organic ground cover or those areas along watercourses and major canyons where flooding can be anticipated. For implementation of a EWP plan, personnel may be tasked to develop an interdisciplinary team with expertise in soil stability, erosion & wildlife to analyze the burned area. The team’s analysis will include fire location, acreage burned, topography, vegetative cover,

watercourse description(s), erosion hazard and/or the, presence of rare, threatened or endangered species. Mitigation measures prepared will specify appropriate treatment areas & methodology. A copy of the report & findings will be supplied to Region & Sacramento Headquarters.

California Geological Survey Participation in Post-Fire Assessment

At the request and with the funding from emergency response agencies (CAL FIRE and CALEMA), the California Geological Survey (CGS) can perform site-specific post-fire assessment of geologic conditions and slope stability that may affect public safety and high-value features (for example homes, roads, public buildings, transmission lines). CGS can also provide support as directed to post-fire watershed rehabilitation where geologic expertise is needed.

Wildfires adversely impact slope stability by removing the mechanical support of hillslope materials provided by vegetation and increase the potential for runoff by removing vegetation that would otherwise intercept rainfall. Structures down slope of burned watersheds may be in positions affected by significant in-channel floods, hyperconcentrated floods, debris torrents, and debris flows initiated by rain events following wildfires.

The California Geological Survey inspections can be used to assist in identifying high-value sites within and down slope from burn areas that may be at risk from post-fire debris flows and other geologic hazards. Sites determined to have a potential risk to lives or property are ranked as high, moderate, or low, and possible mitigation measures are identified where appropriate. The resultant information is tabulated, keyed to a base map, and provided to Federal, State, and local emergency response agencies to be used to develop post-fire emergency response plans.

CAL FIRE Archaeology

Archaeological sites in Mendocino County include prehistoric Indian village sites, petroglyphs, midden deposits, human burial grounds, hunting blinds, and bedrock milling sites. Historic sites include buildings and structures of historical significance as well as wagon roads, trails and cemeteries. CAL FIRE archaeologists are assigned to fires primarily when Incident Command Teams are assigned, but also on smaller fires on, or adjacent to, tribal lands, on fires where archaeological sites may be impacted, or when the Unit requires archaeological expertise in dealing with cultural resource issues. They identify and mitigate the protection of fragile, non-renewable archaeological, historical, and other types of cultural resources whenever feasible.

Having an archaeologist assigned to a fire enables CAL FIRE to get site information disseminated to those in the Plans Section and out on the lines in order to protect sites. This may include providing detailed site information to fire protection personnel or flagging areas on the ground for equipment exclusion. In this manner, site protection measures may be incorporated into the incident action plan without hindering or delaying emergency response operations.

MENDOCINO UNIT CAMP PROGRAM

Both Chamberlain Creek and Parlin Fork Conservation Camps are located along Highway 20 between Fort Bragg and Willits in Mendocino County. The Camps are operated by the

CAL FIRE and the California Department of Corrections and Rehabilitation. Each camp maintains six

(6) fire crews that are capable of responding to a variety of “all-risk” emergencies; ranging from wildland fires, floods, rescues and other natural and man-caused disasters. In addition to responding to emergencies, the fire crews work on grade projects which include many fuel reduction projects for Fire Safe Councils, municipalities, schools, county government, state government agencies and federal government agencies. Acres treated vary by project and stakeholder needs and desires. As recognized by the fire plan, inmate labor for fuel reduction projects provides good training for fire-fighting crews and defensible space around valuable assets and infrastructure at a reasonable cost to the taxpayer.

APPENDIX A: PRE- FIRE PROJECTS

Batt Planning area	Project Number	Project Name	Status	Estimated Completion Year	Project Type	Net Acres
1		Blue Slide	O		Burn	
1		Lunardi	P		Burn	
1		Poonkinney Road	P		Shaded	
1	RX North-086 MEU	Carley	P		Burn	
1		Chicken/Pigeon Ridge	P		Shaded	
1		Hams Pass	P		Shaded	
1		Bauer Subdivision	P		Shaded	
2		Brooktrails	A		Shaded	
2	RX North-087 MEU	Baxter Ranch	P		Burn	
2		Shafer Ranch	P		Shaded	
		Pine Mountain	P		Multiple	
3	RX North-080 MEU	Pieta	M		Burn	
3	RX North-083 MEU	Pine Mountain	P		Burn	
3	RX North-081 MEU	Mill Creek	A		Burn	
3		Westside VMP	P		Shaded	
3		Sulphur Creek	P		Shaded	
3		Burke Hill	P		Shaded	
3		Black Bart	P		Shaded	
3		Robinson Creek	P		Shaded	
3		North Cow	P		Burn	
3		Black Bart	P		Shaded	
3		Robinson Creek	P		Shaded	
4	RX North-082 MEU	Sinkyone	P		Burn	
4		Cahto	P		Shaded	
4	RX North-082 MEU	Shamrock	A		Burn	
4		Usal Redwood Forest	P		Shaded	
4		White Rock	A		Burn	
4		Bell Spring Community	P		Shaded	
4		Laytonville and Leggett	P		Shaded	
5		Lambert Ridge	P		Shaded	
5	RX North-083 MEU	Venturi	P		Burn	
5		Folded Hills	P		Burn	
5		Navarro Watershed	P		Shaded	
6		Gorse	O		Removal	
6		State Parks Hazard Trees	O		Removal	
6		SOD	O		Removal	
6		Albion Fire District	P		Multiple	

Status Guide: A = Active, P = Planning, C = Completed, O = Ongoing, M = Maintenance.

APPENDIX B: UNIT GOALS AND OBJECTIVES

The overall goal of the Mendocino Fire Plan is to reduce total costs and losses from wildland fires within the Unit by protecting assets at risk through focused pre-fire management prescriptions and increased initial attack success. To make the Unit fire plan a success, several key objectives to achieve should be strived for during implementation of the plan, including;

- Collection and analysis of data from a variety of resources to evaluate potential projects and determine the levels of benefits provided to the communities and environment within the Unit.
- Development of strong local relationships with stakeholders to develop and maintain a more natural fire resilient landscape. These relationships will be key in establishing community buy-in to the responsibilities of living in the wildlands.
- Public Education on why fire prevention techniques and requirement measures are so important in developing safer homes and communities.
- Fiscal policy strength to focus and monitor the wildland fire protection system in fiscal terms. This will include all public and private expenditures and economic losses.

Before and during implementation of any pre-fire management activity, stakeholders' input is sought in order to:

- Acquaint stakeholders with the process
- Bring their expertise and knowledge to bear on assets-at-risk
- Review the levels of service in these locations
- Identify areas where the stakeholders consider levels of risk unacceptable
- Indentify other beneficial results of various fuel management activities

APPENDIX C: FUEL TREATMENT DESCRIPTIONS

Mendocino Unit is divided into 6 battalions. Each battalion is administered by a Battalion Chief. Each Battalion Chief was asked to identify assets that would be at risk during a large scale Incident due to the following factors:

- Fuel loading
 - Topography
 - Weather
 - Structural Ignitability
- Emergency Response
 - Access
 - Signage
 - Water Supply

The identified assets were then grouped geographically into target areas. These target areas were then prioritized. The final product is a detailed map and list of areas that will be used to focus fire prevention activities and fuel treatments.

Fuel Treatment Methods

Through experience CAL FIRE has determined that three treatment methods stand out as being the most effective, environmentally friendly.

Chipping - Areas in each Battalion are identified that have high vulnerability to catastrophic wildland fire loss. Home owners are united and educated through the establishment of a Fire Safe Councils and MEU’s active Fire Prevention Program. Home owners are required to clear flammable brush and ladder fuels to meet the PRC 4291 requirement.



Prescribed Burning - Areas in each Battalion are identified that would have the most benefit of using controlled fires to create anchor points and a natural barrier of a larger event. Prescribed burning can also provided many benefits to the local wildlife and environment.



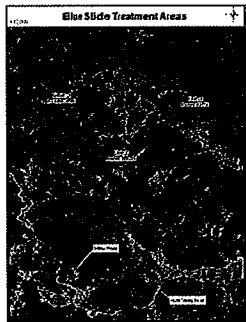
Shaded and Non-Shaded Fuel Break - We are using natural barriers and topography to determine areas in the County that can serve as a primary or secondary fire control line. These line use roads, rivers and topography to compartmentalize the target areas of each Battalion. MEU primarily uses mechanical operations to accomplish these fuel breaks.



BATTALION 1 TARGET AREAS (IN NO PARTICULAR ORDER)

1) Blue Slide	2) Lonardi
3) Poonkinney	4) Carley
5) Chicken/Pigeon Ridge	6) Hams Pass
7) Bauer Subdivision	

BLUE SLIDE



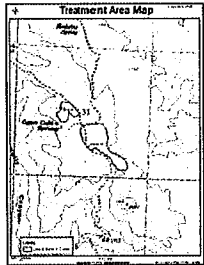
CAL FIRE with the cooperation of a local landowner is in the planning stages to utilize this place of land for training in heavy equipment use. The training will take place near the where Mina Road and Hulls Valley Road split. The intent is to provide training to the operators of heavy equipment while also installing control lines for future potential control burns. The purpose of the controls burns would be to re-introduce fire into the natural environment.

POONKINNEY



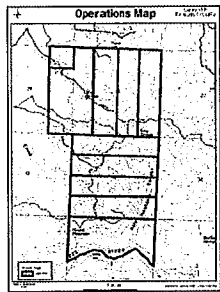
In the planning stages of a VMP burn in the Poonkinny ridge area. In cooperation with the land owner. The primary goal of this prescribed burn is to reintroduce fire as a natural element of the ecosystem. A second goal is to improve wildlife habitat by inducing new shoots from sprouting species to increase forage production, with islands of unburned fuel left within burn units to provide shelter for small mammals. A third goal is to reduce overall fuel loading to decrease the chance of catastrophic wildfires in the future.

LUNARDI



Located in the near Kelly Canyon Creek outside of Covelo is a potential training burn to provide CAL FIRE staff valuable fire line training with live fire. The training would also double as grassland burn to remove older dead grasses and allow for new vigorous growth.

CARLEY



The prescribed burning conducted under this VMP project will be done to meet a specific objective and conducted under specific climatic conditions to ensure control and minimize air quality and biological impacts. These conditions will mimic air, soil, and vegetation moisture, and other conditions under which natural wildfires occur so as to maximize the positive effects of fire on vegetation. The primary goal of this prescribed burn is to reintroduce fire as a natural element of the ecosystem. A second goal is to improve wildlife habitat by inducing new shoots from sprouting species to increase forage production, with islands of unburned fuel left within burn units to provide shelter for small mammals. A third goal is to reduce overall fuel loading to decrease the chance of catastrophic wildfires in the future.

CHICKEN RIDGE AND PIGEON RIDGE

CAL FIRE with the cooperation of local landowners is in the planning stages of a fire hazard reduction project in the Chicken/Pigeon Ridge area, which is accessed off Hill Road in Covelo. Mill Creek is at the bottom of a steep canyon with Chicken Ridge and Pigeon Ridge roads are on either side. Both have only one way in and one way out with locked gates at the bottom. In the past 10 years both roads have seen an increase in residences and year round occupation. This will be accomplished by creating a shaded fuel break and fuel reduction areas. The fuel break will include vegetation thinning, understory reduction and removal of the ladder fuels. The area consists of steep terrain covered in a mix of grasslands, conifer and mature brush.

HAMS PASS

CAL FIRE with the cooperation of local landowners and Forest Service is in the preparation stages of a project in the SRA and FRA. This is a fire hazard reduction project along the Highway 162 spanning from Forest Service route 24N2 to the Eel River bridge. This will be accomplished by creating a shaded fuel break. The shaded fuel break will include vegetation thinning, understory reduction and removal of the ladder fuels. The area consists of steep terrain covered in a mix of grasslands, conifer and mature brush.

BAUER SUBDIVISION

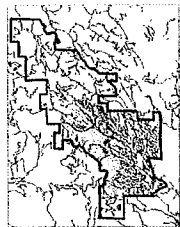
CAL FIRE, in cooperation with the local landowners, is in the planning stages of a fire hazard reduction project in the Bauer Subdivision, which is accessed off Forest Highway 7. This area is has one way in and one way out. The fire hazard reduction will be

accomplished by creating a shaded fuel break and fuel reduction areas. The fuel break will include vegetation thinning, understory reduction and removal of the ladder fuels. The area consists of steep terrain covered in a mix of grasslands, conifer and mature brush.

BATTALION 2 TARGET AREAS (IN NO PARTICULAR ORDER)

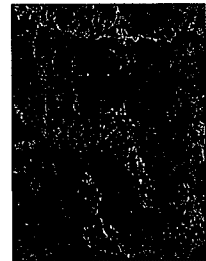
1) Brooktrails	2) Baxter Ranch
3) Shafer Rach	4) Pine Mountain

BROOKTRAILS



The Brooktrails Township Community Services District is a general law, multi-purpose community services special district formed in 1975. Brooktrails maintains a unique Golf Course filled with exquisite tall redwood trees, a 2,300-acre Greenbelt with an extensive hiking trail system, the Par Course, and the Ohl Grove Redwood Park. The District is currently thinning various projects to reduce fire risks and increase forest succession.

BAXTER RANCH



Located near Dos Rios, near the Eel River, the proposed VMP will be done to meet a specific objective and conducted under specific climatic conditions to ensure control and minimize air quality and biological impacts. These conditions will mimic air, soil, and vegetation moisture, and other conditions under which natural wildfires occur so as to maximize the positive effects of fire on vegetation. The primary goal of this prescribed burn is to reintroduce fire as a natural element of the ecosystem. A second goal is to improve wildlife habitat by inducing new shoots from sprouting species to increase forage production, with islands of unburned fuel left within burn units to provide shelter for small mammals. A third goal is to reduce overall fuel loading to decrease the chance of catastrophic wildfires in the future.

SHAFER RANCH

The Mendocino County Fire Safe Council is in the planning stages of a fire reduction project in the area of Shaffer Ranch Road. This will be accomplished by creating shaded fuel breaks and fuel reduction areas.

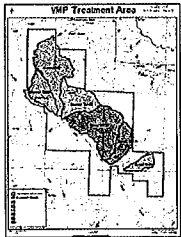
PINE MOUNTAIN

The Mendocino County Fire Safe Council is in the planning stages of a fire reduction projects in the area of Pine Mountain, which is located on the eastside of the Willits Valley. This will be accomplished by creating shaded fuel breaks and fuel reduction areas.

BATTALION 3 TARGET AREAS (IN NO PARTICULAR ORDER)

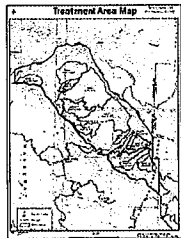
1) Pieta	2) Mill Creek
3) Pine Mountain	4) West Side VMP
5) Sulphur Creek	6) Burke Hill
7) North Cow	8) Black Bart
9) Robinson Creek	

PIETA



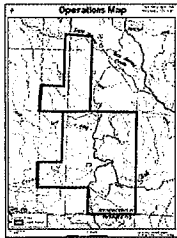
The prescribed burning conducted under this VMP project has been done to meet specific objectives and conducted under specific climatic conditions to ensure control and minimize air quality and biological impacts. The burning in this project has been completed. This VMP project is in the maintenance phase.

MILL CREEK



The primary objectives of this VMP burn will be to reduce fuel loading and improve wildlife habitat on chamise and mixed-chaparral slopes. A helitorch and hand drip-torches will be used to create fuel breaks along ridge tops as well as mosaic burns on south and west-facing slopes. Several units of this VMP have been successfully burned

PINE MOUNTAIN



The prescribed burning conducted under this VMP project will be done to meet a specific objective and conducted under specific climatic conditions to ensure control and minimize air quality and biological impacts. These conditions will mimic air, soil, and vegetation moisture, and other conditions under which natural wildfires occur so as to maximize the positive effects of fire on vegetation. The primary goal of this prescribed burn is to reintroduce fire as a natural element of the ecosystem. A second goal is to improve wildlife habitat by inducing new shoots from sprouting species to increase forage production, with islands of unburned fuel left within burn units to provide shelter for small mammals. The Mendocino Fire Safe Council will also be working to develop a Community Wildfire Protection Plan. Fuel mitigation via shaded fuel breaks and fuel reduction will also be performed. A third goal is to reduce overall fuel loading to decrease the chance of catastrophic wildfires in the future.

WEST SIDE VMP

This is a cooperative project with the private land holders, local government and fire agencies. This project will consist of fuel hazard reduction along the west boundary of the City of Ukiah in the form of shaded fuel break from Low Gap Road to Highway 253. This will be done by creating a shaded fuel break that will include vegetation thinning, understory reduction and removal of the ladder fuels. The area consists of steep terrain covered in a mix of conifer and mature brush. This project would reduce the threat of fire spread to structures in the interface and create defensible space. Additionally, this project will include improvement to existing fire breaks and improve access to fire control resources. This VMP will include fuel modification and possibly prescribed fire.

SULPHUR CREEK

This fire hazard reduction project is hazard fuel reduction along Sulphur Creek in the community of Vichy Springs east of Ukiah. It will remove the dead and dying debris adjacent to structures. This project is in cooperation with the local home owners association.

BURKE HILL

This is a fire hazard reduction project along the Highway 101 from Nelson Ranch Road to Burke Hill Road. The fire hazard reduction be accomplished by creating a shaded fuel break. The shaded fuel break will include vegetation thinning, understory reduction and removal of the ladder fuels. The area consists of steep terrain covered in a mix of grasslands, conifer and mature brush.

NORTH COW

The VMP will use prescribed fire on private and public lands east of the Ukiah valley. The goals of the project are hazard reduction and range improvement. Treatment would reduce the rapid expansion of an uncontrolled fire burning east towards the urban interface areas on the east side of the Ukiah valley and to prevent a fire that starts in the eastern hills and burns

uncontrolled to the east towards Lake County and the community of Blue Lakes. Range improvement goal is to remove undesired woody vegetation and increase forage production for domestic stock and wildlife. The project area is predominantly chaparral brush with a mix of oak woodlands and patches of conifer forests. The area is part of the Russian River drainage and consists of steep terrain typical of the coastal range. A majority of the lands are west and southwestern aspects with a north aspect along Highway 20 on the north side. Access is limited to unmaintained, seasonal roads which make fire extinguishment difficult. The project will be a cooperative effort working in conjunction with the private landowners and US Bureau of Land Management. The prescribed burns will be in concert with a focused inspection and public education program in the effected urban-interface communities.

BLACK BART

The Mendocino County Fire Safe Council is in the planning stages of a fire reduction project in the area of Black Bart Trail. This will be accomplished by creating shaded fuel breaks, and fuel reduction areas. The Council is also in the planning process to mitigate damage from the recent Black Fire.

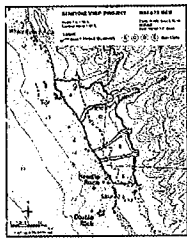
ROBINSON CREEK

The Mendocino County Fire Safe Council is in the planning stages of a fire reduction project in the area of Robinson Creek. This area is prone to vegetation fires. This will be accomplished by creating shaded fuel breaks, creating fuel reduction areas, and installing water tanks for fire suppression activities.

BATTALION 4 TARGET AREAS (IN NO PARTICULAR ORDER)

1) Sinkyone	2) Shamrock
3) Cahto Thinning	4) White Rock
5) Usal Redwood Forest	6) Bell Springs Road Community
7) Laytonville and Leggett	

SINKYONE



Joint project of CAL FIRE and the California Department of Parks and Recreation, located at the Sinkyone Wilderness State Park, in the far northwest corner of the Battalion. The primary objective is to return fire as a natural element in a marine terrace ecosystem. Benefits will include the control of exotic plant species, reduction of fuel loading, increased forage for Roosevelt Elk herd, and maintenance of native grassland plant species. In October 2010 the first of 3 consecutive burns took place with great success. A lack of VMP funding has postponed the project in the past, but the Department of Parks & Recreation still plans on moving forward to complete the project in the future.

CAHTO



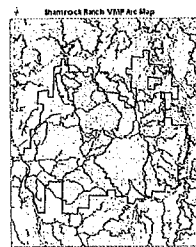
Tree-thinning project immediately surrounding the tribal residences. The primary objective is to make a more productive forest through thinning, and a secondary benefit is the reduction of forest fire fuels, providing additional defensible space. More funding is needed to complete this project.

USAL REDWOOD FOREST



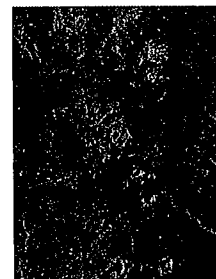
Located in the Usal Redwood Forest is an aggressive shaded fuel break with a planned understory burn. This project is funded by federal grants and the work is completed by private contractors. A shaded fuel break is a forest management strategy used for mitigating the threat of wildfire in areas where natural fire regimes have been suppressed, leading to a dangerous buildup of combustible vegetation. Constructing a shaded fuel break is the process of selectively thinning and removing more flammable understory vegetation while leaving the majority of larger, more fire tolerant tree species in place.

SHAMROCK



The prescribed burning conducted under this VMP project will be done to meet a specific objective and conducted under specific climatic conditions to ensure control and minimize air quality and biological impacts. These conditions will mimic air, soil, and vegetation moisture, and other conditions under which natural wildfires occur so as to maximize the positive effects of fire on vegetation. The primary goal of this prescribed burn is to reintroduce fire as a natural element of the ecosystem. A second goal is to improve wildlife habitat by inducing new shoots from sprouting species to increase forage production, with islands of unburned fuel left within burn units to provide shelter for small mammals. A third goal is to reduce overall fuel loading to decrease the chance of catastrophic wildfires in the future. Several units of this VMP have been successfully burned

WHITE ROCK



The prescribed burning conducted under this VMP project will be done to meet a specific objective and conducted under specific climatic conditions to ensure control and minimize air quality and biological impacts. These conditions will mimic air, soil, and vegetation moisture, and other conditions under which natural wildfires occur so as to maximize the positive effects of fire on vegetation. The primary goal of this prescribed burn is to reintroduce fire as a natural element of the ecosystem. A second goal is to improve wildlife habitat by inducing new shoots from sprouting species to increase forage production, with islands of unburned fuel left within burn units to provide shelter for small mammals. A third goal is to reduce overall fuel loading to decrease the chance of catastrophic wildfires in the future.

BELL SPRINGS ROAD COMMUNITY

The Mendocino County Fire Safe Council is in the planning stages of a fire reduction project on Bell Springs Road. We estimate that there are about 200 habitable structures in the project area of 65,000 acres. Bell Springs Road is a WUI area that needs fire roads, shaded fuel breaks, fuel reduction areas, installing water tanks for fire suppression activities, and the creation of a Community Wildfire Protection Plan. The area consists of steep terrain covered with in a mix of grasslands, conifer, and mature brush.

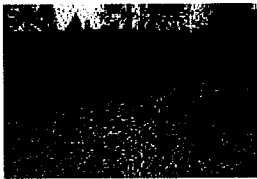
LAYTONVILLE AND LEGGETT

The Mendocino County Fire Safe Council is in the planning stages of a fire reduction project in the areas of Laytonville and Leggett. This will be accomplished by creating shaded fuel breaks, and fuel reduction areas, developing a Community Wildfire Protection Plan to reduce the impacts of wildfire to habitable structures in the SRA. The project boundaries are the south end of Long Valley and north to Leggett, west on Branscomb Road and east to 2.5 miles up Dos Rios Road. The main focus will be the fuels reduction to protect an estimated 1200 homes within the treatment area.

BATTALION 5 TARGET AREAS (IN NO PARTICULAR ORDER)

1)	Lambert Ridge	2)	Venturi
3)	Folded Hills	4)	Navarro Watershed

LAMBERT RIDGE



CAL FIRE in cooperation with a local landowner is looking into a possible fuel break along Lambert Ridge. A shaded fuel break is a forest management strategy used for mitigating the threat of wildfire in areas where natural fire regimes have been suppressed, leading to a dangerous buildup of combustible vegetation. Constructing a shaded fuel break is the process of selectively thinning and removing more flammable understory vegetation while leaving the majority of larger, more fire tolerant tree species in place.

VENTURI & FOLDED HILLS



The prescribed burning conducted under these VMP projects will be done to meet specific objectives and conducted under specific climatic conditions to ensure control and minimize air quality and biological impacts. These conditions will mimic air, soil, and vegetation moisture, and other conditions under which natural wildfires occur so as to maximize the positive effects of fire on vegetation. The primary goal of these prescribed burns is to reintroduce fire as a natural element of the ecosystem. A second goal is to improve wildlife habitat by inducing new shoots from sprouting species to increase forage production, with islands of unburned fuel left within burn units to provide shelter for small mammals. A third goal is to reduce overall fuel loading to decrease the chance of catastrophic wildfires in the future.

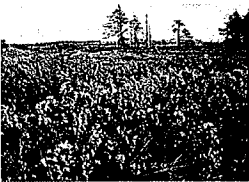
NAVARRO WATERSHED

The Mendocino County Resource Conservation District, Natural Resource Conservation Service, Andersen Valley Fire District, CAL FIRE, Mendocino Fire Safe Council and Mendocino Redwood Company are in the planning stages to reduce fuel loading and establish shaded fuel breaks in and around the subdivisions within the Navarro Watershed. This area is a Wildland- Urban Interface and the proposed project aims to reduce fire danger and greenhouse gas emissions. Treatments will focus on vegetation treatments and forest stand improvements.

BATTALION 6 TARGET AREAS (IN NO PARTICULAR ORDER)

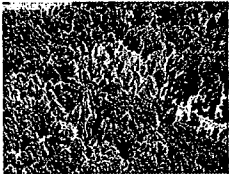
1) Gorse	3) State Park Hazard Trees
2) SOD Removal	4) Albion Fire District

GORSE



Gorse (*ulex europaeus*) removal/reduction in the Caspar area along Highway 1. This was a previously identified 3-year project for the eradication of this extremely invasive shrub that poses a significant access hazard and a serious fire danger due to its density and fuel loading. It is also a threat to the biodiversity of wildland areas. Removal is a difficult challenge due to Gorse’s sharp thorns which can easily pierce gloves.

SOD REMOVAL



This is a potential on-going project may continue as more hazard trees are identified and the SOD spores migrate to different areas. Outbreaks are evaluated and monitored back local landowners and CAL FIRE personnel.

STATE PARKS HAZARD TREE REMOVAL



Cooperatively working with DPR to remove hazard trees in multiple State Parks and Public Use areas. Some of the tree removal has been to eliminate non-native species such as Eucalyptus. A small portion in MacKerricker was devoted to treatment for Sudden Oak Death Syndrome.

ALBION FIRE DISTRICT

The Albion Fire District is in the planning stages of a multiple project within their district. Planning is currently underway to improve ingress/egress, improve address signage, development of emergency water supplies, multiple fire reduction projects and development of possibly with the Mendocino Fire Safe Council, of a Community Wildfire Protection Plan.

APPENDIX D: LOCAL FIRE SAFE COUNCILS

The Mendocino County Fire Safe Council encourages road associations, homeowner groups, subdivisions, towns, and any housing clusters to create their own local Fire Safe Councils. These groups need not have a formal or legal structure; they need only the desire to make themselves fire safe and to educate and encourage their neighbors to do the same. The MCFSC is available to – and does -- assist local Councils in these ways:

- Leading or participating in local educational events
- Providing educational materials for local distribution
- Connecting local Councils with Fire Safe service providers and vendors, other Councils, and anyone else who can assist their efforts
- Seeking grant funding for vegetation reduction or address signage projects
- Providing financial services such as holding trust funds or administering grant monies
- Generally assisting with administrative, business, financial, and legal functions, leaving local groups free to do on-the-ground projects and education

Local Fire Safe Councils already functioning or currently being organized include:

- | | |
|--|---|
| • Brooktrails, Sylvandale & Spring Creek Fire Safe Councils (BS&SCFSC) | • Pine Mountain Fire Safe Council (PMFSC) |
| • Deerwood | • Greenfield Ranch |
| • Rancho Navarro Safety Committee | • Robinson Creek Fire Safe Council |
| • Island Cove Estates | • Oak Knoll Road |
| • Ridgewood Park | • Shafer Ranch Road |
| • McNab Ranch Fire Safe Council | • Willowbrook/Sherwood Forest Hills |
| • Black Bart Trail | • Caspar |
| • Upper Parducci Road | |

Other local Fire Safe Councils are being formed, and their names and work will be included in future versions of this Plan. The MCFSC and fire personnel in Mendocino County are very grateful to these dedicated groups who are performing an enormous amount of work toward making their Wildland-Urban Interface communities more “fire safe.”

APPENDIX E: COMMUNITY WILDLAND PROTECTION PLAN

Please see:

<http://cdfdata.fire.ca.gov/pub/fireplan/fpupload/fpppdf66.pdf>

The CWPP was implemented in 2005. In 2010, the MCFSC in cooperation with local fire departments looked into updating the Mendocino County CWPP. The MCFSC and local fire departments decided that in 2010 not enough changes had occurred to the CWPP to warrant an update. Currently in 2015, the MCFSC is in the planning process of updating the CWPP.

2014 Fire Season Ignition Statistics

Wildland fire ignition statistics were tracked for the entire year of 2014. In 2014, MEU responded to 152 wildland fires within its Direct Protection Area (DPA) for the year. These fires burned approximately 13,210. This is an increase from 2013, in which 204 wildland fires were responded to. The five largest fires within the Unit for 2014 were:

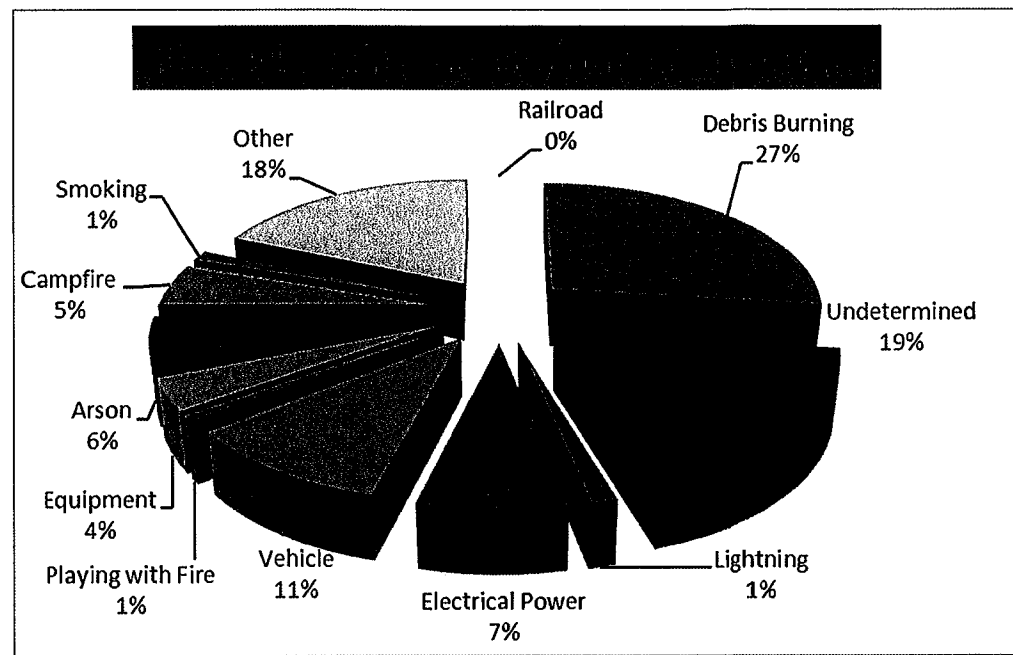
- 1) The Lodge Fire at 12,535 acres caused by lightning.
- 2) The Black Fire at 403 acres caused by debris burning.
- 3) The Nelson Fire at 62 acres cause undetermined.
- 4) The Shimmings Fire at 28 acres caused by equipment use.
- 5) The Mina Fires. A series of starts that totaled 22 acres caused by arson.

The following fire cause classes were responsible for the majority of the vegetation fires within the Unit in 2014:

- 1) Debris Burning (41 fires for 27% of the total)
- 2) Undetermined (28 fires for 18% of the total)
- 3) Other/Miscellaneous (28 fires for 18% of the total)
- 4) Vehicle (16 fires for 11% of the total)
- 5) Electrical Power (11 fires for 7% of the total)

These five fire cause classes accounted for 124 of the 152 (81%) wildland fires that occurred in 2014. These were followed by; Arson (9 fires-6%), Campfire (8 fires- 5%), Equipment (6 fires-

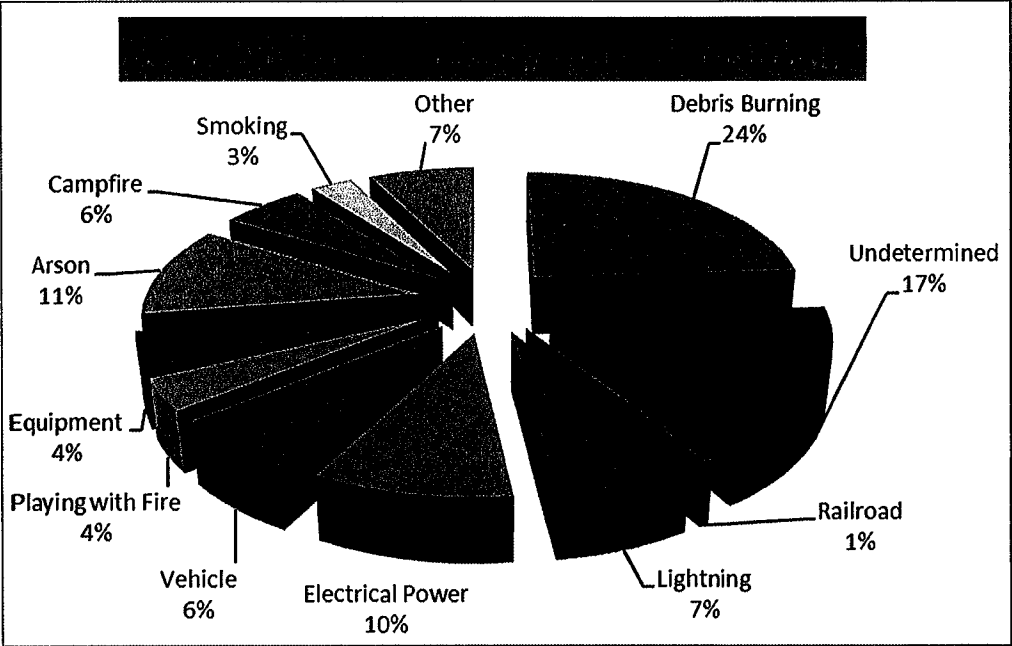
4%), Lightning (2 fires-1%), Playing with fire (1 fires-1%), and Smoking (2 fires-1%).



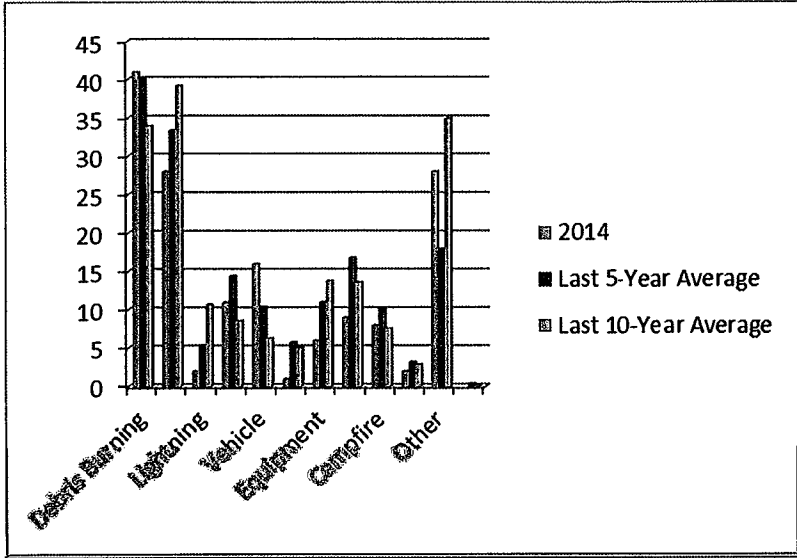
In 2013, the following fire cause classes were responsible for the majority of the vegetation fires within the Unit:

- 1) Debris Burning (34 fires for 27% of the total)
- 2) Undetermined (19 fires for 15% of the total)
- 3) Electrical Power (17 fires for 13% of the total)
- 4) Arson (15 fires for 12% of the total)
- 5) Campfires (11 fires for 9% of the total)

These five fire cause classes accounted for 96 of the 128 (75%) wildland fires that occurred in 2012. These were followed by; Vehicle (10 fires- 8%), Playing with fire (7 fires-5%), Equipment (7 fires-5%), Lightning (3 fires-2%), Smoking (3 fires-2%), and Other/Miscellaneous (2 fires-2%).



In 2014, three categories increased over the 5 year average. These cause classes were debris burning, vehicle, and other. In 2014 three categories increased over the 10 year average, Debris burning, Vehicle, and Campfire.



- 1) **Debris Burning** accounted for 41 fires or 27% of the total fires in the Unit. Escaped control burns resulted in 26 acres being burned. This cause classed increased 13% from the 5-year average of 36. The increase can be explained by the Unit’s lack of educational programs, the extended burn season due to California’s ongoing drought conditions, and the lack of inspections/follow up of burn permits for the Unit. This lack of effort has substantially increased the number of these fires over the last five years The causes of escaped control burns was related to a lack of inspection of burn permits issued, instructions on the permits, clearance, winds, unattended control burns, and old control burns re-igniting. All fire departments in Mendocino County would benefit in assisting the Unit in handing out legal notices (LE-100’s) on all control burn caused fires. These legal notices would serve to educate the public and put them on notice that their next escape will result in a citation as well as civil cost recovery. This cooperation would prove to continually keep number and acres lost below the 5 year average.
- 2) **Undetermined** accounted for 28 fires or 19% of the total ignitions in the Unit. Undetermined caused fires resulted in 101 acres being burned. This category saw a 19% increase of the 5 year average. Continuing education and training in origin and cause investigations such as FI 110 and FI 210 for Unit personnel would assist in determining fire causes which may lead to further fire prevention, education, and/or enforcement if trends are identified by solid origin and cause determination.

- 3) **Electrical power** accounted for 11 fires or 4% of the total ignitions in the Unit. Electrical power caused fires resulted in 8 acres. Electrical power caused fires decreased 17% from the 5-year average. Electrical fires started as a result of illegal or legal marijuana growing operations have been on the rise within the Unit over the past decade. Due to the secretive nature of these operations and the individuals that conduct them, prevention of these types of fires is difficult. The Unit's prevention staff has taken an active role in seeking cost recovery from individuals who, as a result of illegal or negligent circumstance, allow for a fire to be started by electrical equipment used in the production or manufacture of marijuana. The majority of the remaining fires started by electrical power are caused by trees, branches or birds into the power lines. This decrease in electrical fires can be attributed to strong public education programs and the prevention bureau taking a more active role in seeking cost recovery.
- 4) **Arson** accounted for 9 fires or 6% of the total ignitions in the Unit. Arson caused fires resulted in 26 acres burned. Arson caused fires decreased by 46% from the 5-year average. Since 2011, the Unit's Prevention staff has arrested and successfully prosecuted four serial arsonists in addition to several "one-time" arsonists. The decrease in Arson activity could be a result of the Prevention staffs success in apprehending arsonists with in the Unit. Continued cooperation between all fire and law enforcement agencies hand in hand with strong public education is the key to reducing this ongoing problem.
- 5) **Illegal campfires and campfire escapes** accounted for 8 fires or 5% of the total ignitions in the Unit. Campfire caused fires resulted in 6 acres being burned. Campfire caused fires decreased by 22% from the 5-year average of average. With severe drought conditions and a longer recreational period the decrease in Campfire caused fires can be tied closely to the Unit's strong working relationship with Local, State, and Federal cooperators to get fire safety information to the public. Education is necessary to help prevent these fires so that the Unit's resources are not spent responding to these calls.
- 6) **Vehicles** accounted for 16 fires or 11% of the total ignitions in the Unit. Vehicle caused fires resulted in 10 acres being burned. This represents a 54% increase from the 5-year average. The majority of these fires occurred along the major traffic corridors of Highway 101, 20, 253, 128, 162, and 175. Catalytic Converter failure, maintenance issues, or dragging of materials remain to be the leading cause of fires caused by vehicles.
- 7) **Equipment** accounted for 6 fires or 4 % of the total ignitions in the Unit. Equipment caused fires resulted in 437 acres being burned. This represents a 30% decrease from the 5-year average. Historically, this classification has been one of the top causes of wildfire starts in the Unit, however, through continuing displays and education programs fires caused by this cause class continue to decline. One of the main causes for these fires is from mowers. Mowers can start a fire when blades strike rocks and/or friction belts ignite the chaff collected around the belt. Ironically, most of the mower caused fires occurred as a result of residents trying to clear their property for fire safety during the hottest portions of the day.

- 8) **Playing with Fire** accounted for 1 fire or 1 % of the total ignitions in the Unit. Playing with Fire resulted in 1 acre burned. This was an 82 % decrease from the 5-year average. The unit still needs to continue the Juvenile Fire Setter (JFS) programs. With the declined of these programs, it is likely the Unit will continue to see fires caused by juveniles playing with fire.
- 9) **Miscellaneous/Other causes** accounted for 28 fires or 18% of the total ignitions in the Unit. Miscellaneous caused fires resulted in 39 acres burned. This cause class saw a 146% increase from the 5 year average. This classification includes causes such as spontaneous combustion, fireplace ashes deposited in the wildland, barbequing, and fireworks. Miscellaneous/other caused fires have increased due to the new LE-66 report writing procedures. Once again, continuing education and training in origin and cause investigations for Unit personnel would assist in determining fire causes which may lead to further fire prevention, education, and/or enforcement if trends are identified by solid origin and cause determination.
- 10) **Smoking** accounted for 2 fires or 1% of the total ignitions in the Unit. Smoking caused fires resulted in 1 acre burned. This cause class saw a 29% decrease from the 5 year average. The majority of these fires were carelessly discarded cigarettes along the roadways of Mendocino County.
- 11) **Lightning** accounted for 2 fires or 1 % of the total ignitions in the Unit. Lightning caused fires resulted in over 12,555 acres burned. Not much can be done to prevent or alter this category.
- 12) **Railroad** accounted for 0 fires in 2014. Only one active rail line is working in Mendocino County. The rail line supports the Skunk Train which is a fairly significant tourist attraction traveling between the coastal town of Fort Bragg and the inland town of Willits.

Summary

The MEU Fire Prevention Bureau continues to actively provide training, primarily in the field, to field personnel to further educate and promote thorough and complete fire origin and cause investigations. As the investigations continue to improve and become more accurate, the Prevention staff will have more reliable data to help pinpoint trends and areas sensitive to wildland fires. As these trends and sensitive areas are identified, the staff will diligently work to minimize or prevent these fire starts through education, engineering, and/or enforcement.

EXHIBITS: MAPS

Figure A: Unit Map/SRA Map

Figure B: DPA Map

Figure C: Battalion Map

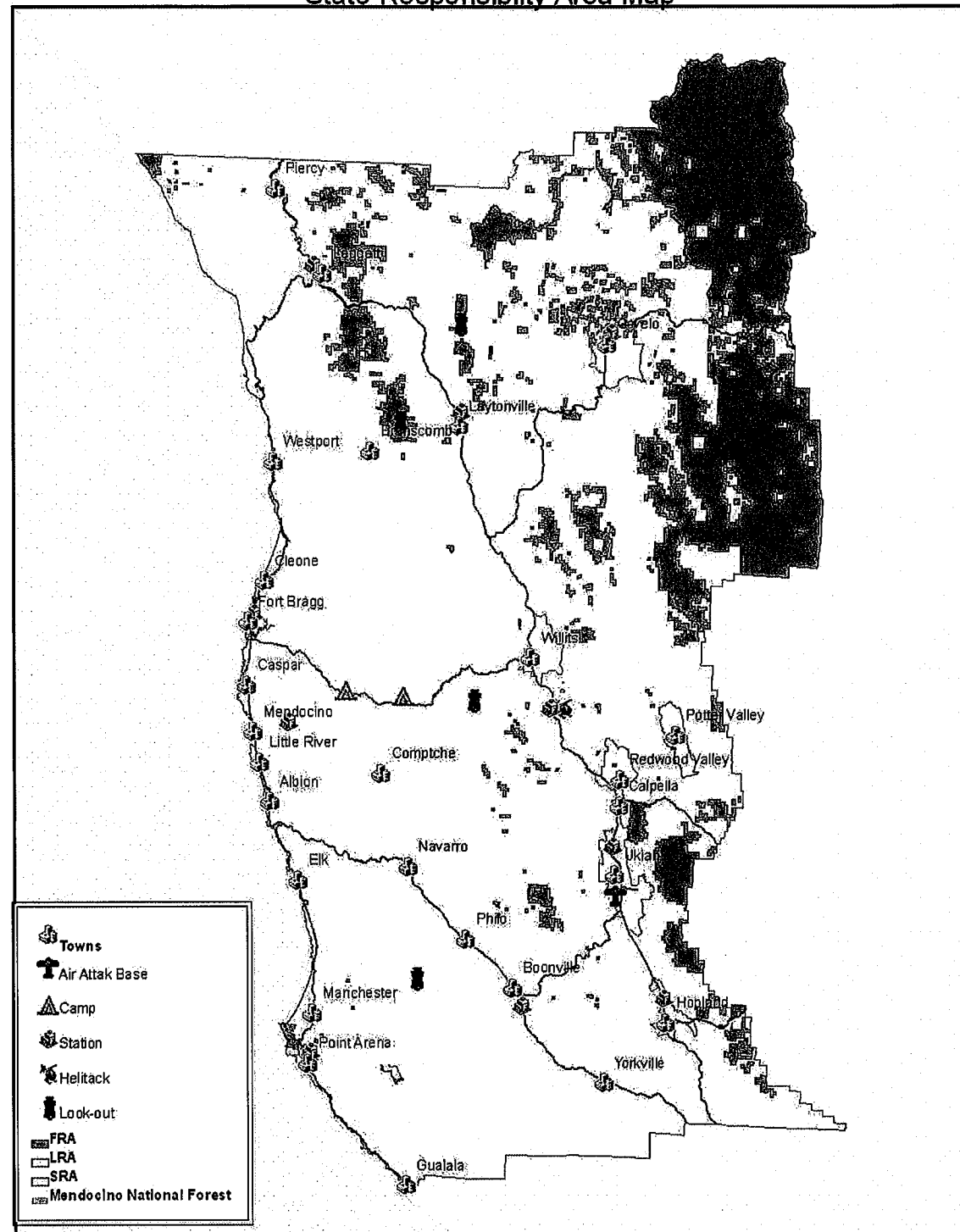
Figure D: Local Departments Map

Figure E: Fire History Map



CAL FIRE Mendocino Unit

State Responsibility Area Map



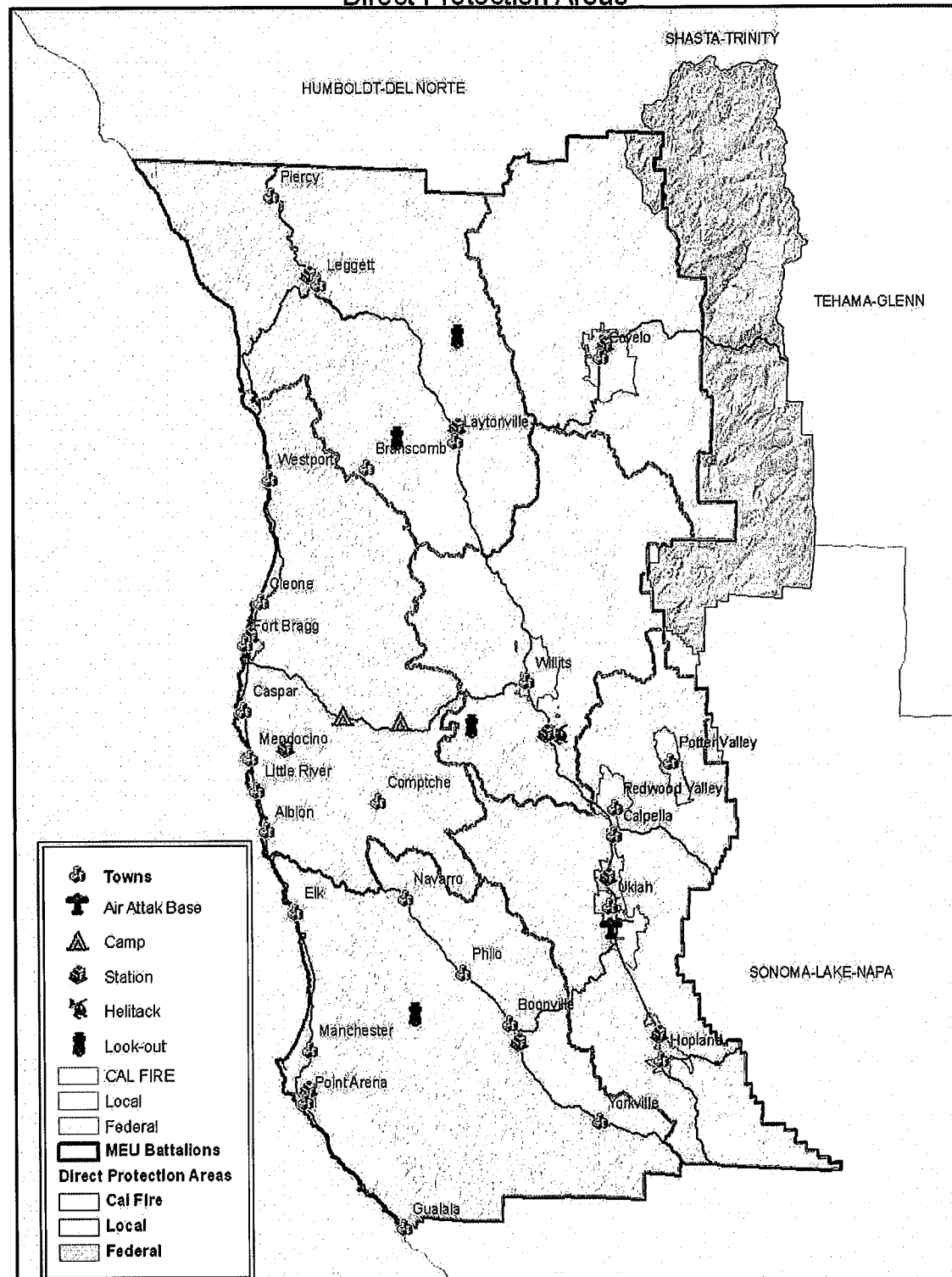
Author: S. Zimmermaker
4/11/12

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0 4.25 8.5 17.0 Miles



CAL FIRE Mendocino Unit

Direct Protection Areas



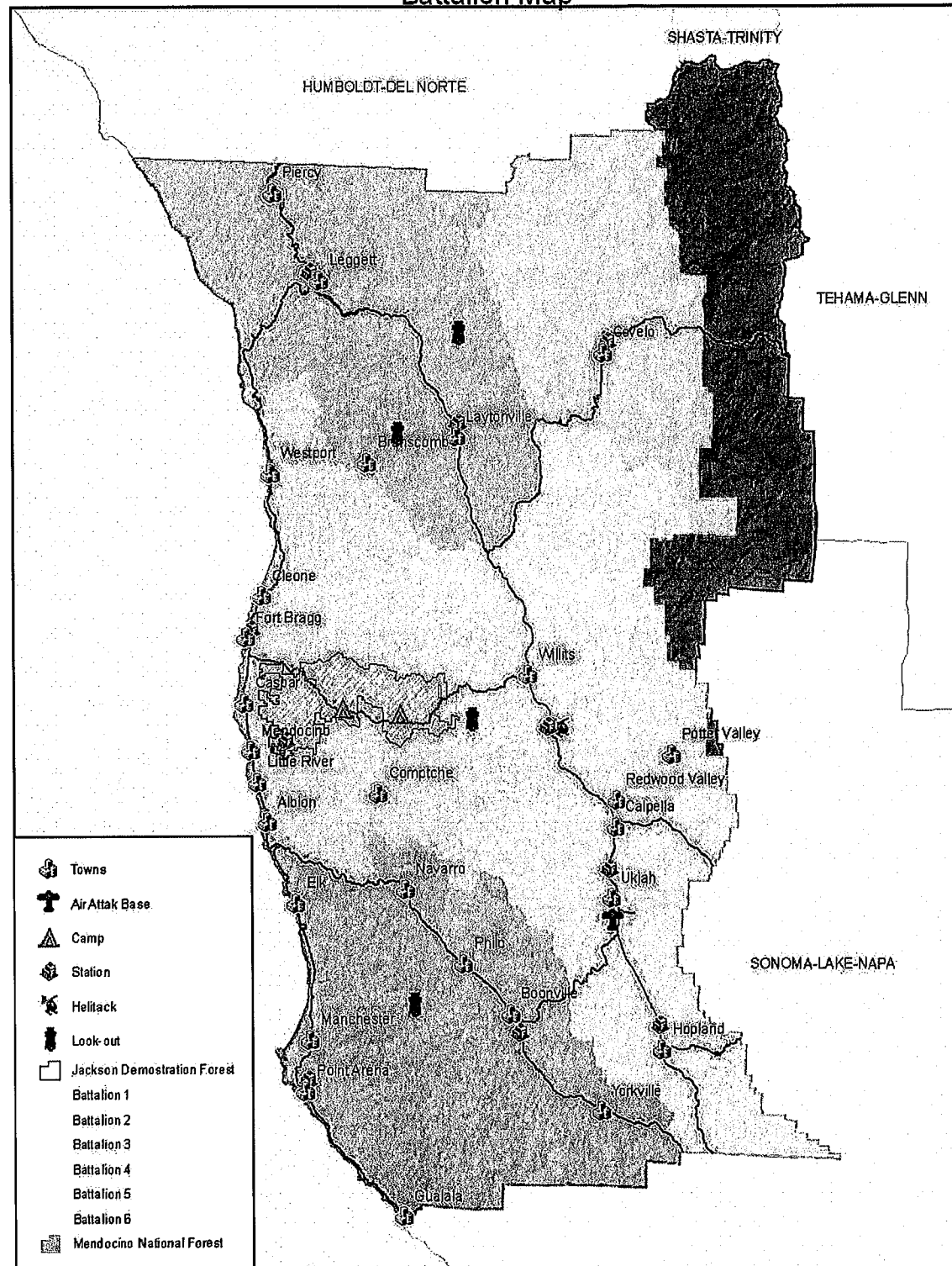
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4/11/12

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CAL FIRE Mendocino Unit

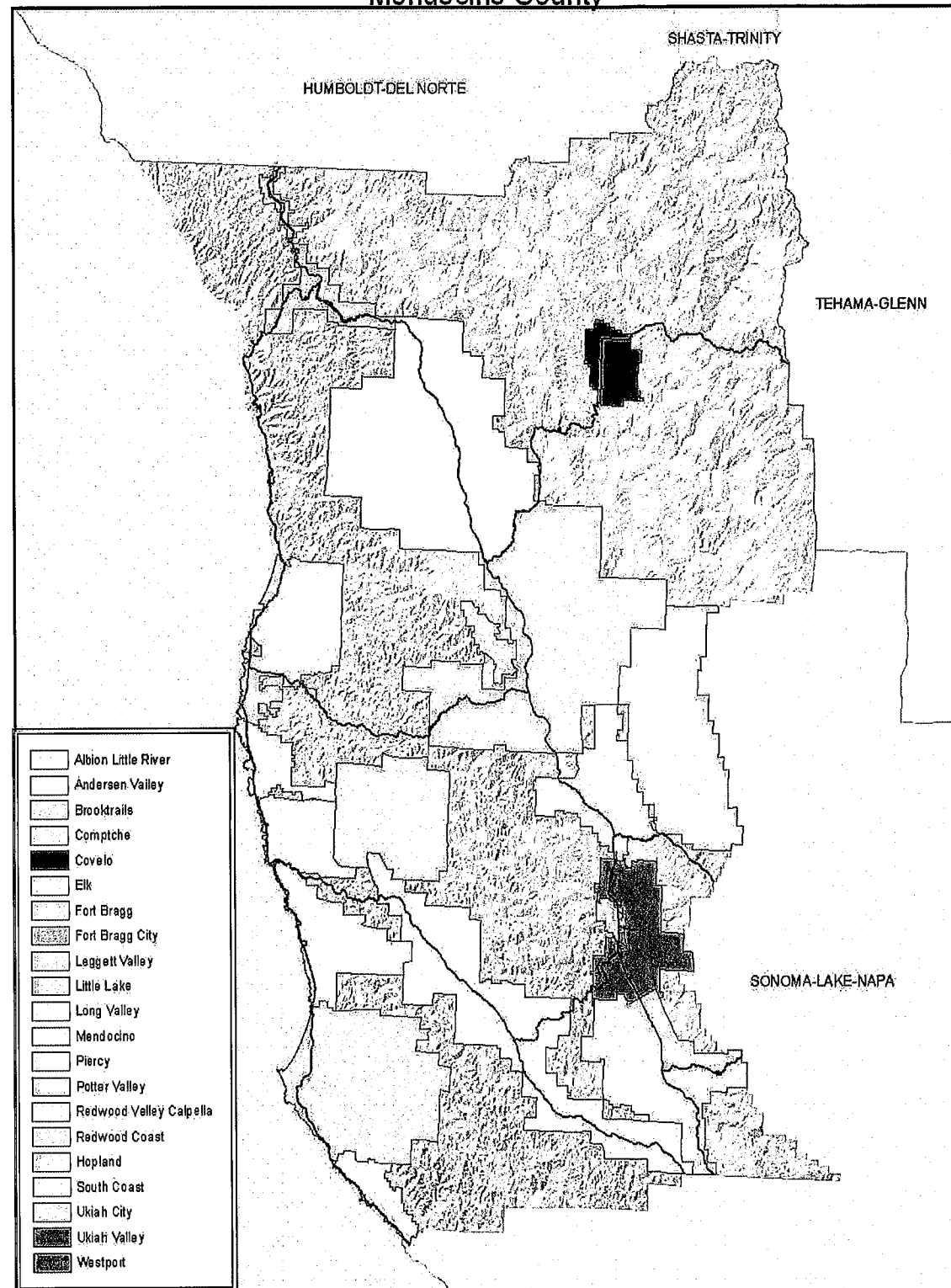
Battalion Map





Local Fire Departments

Mendocino County



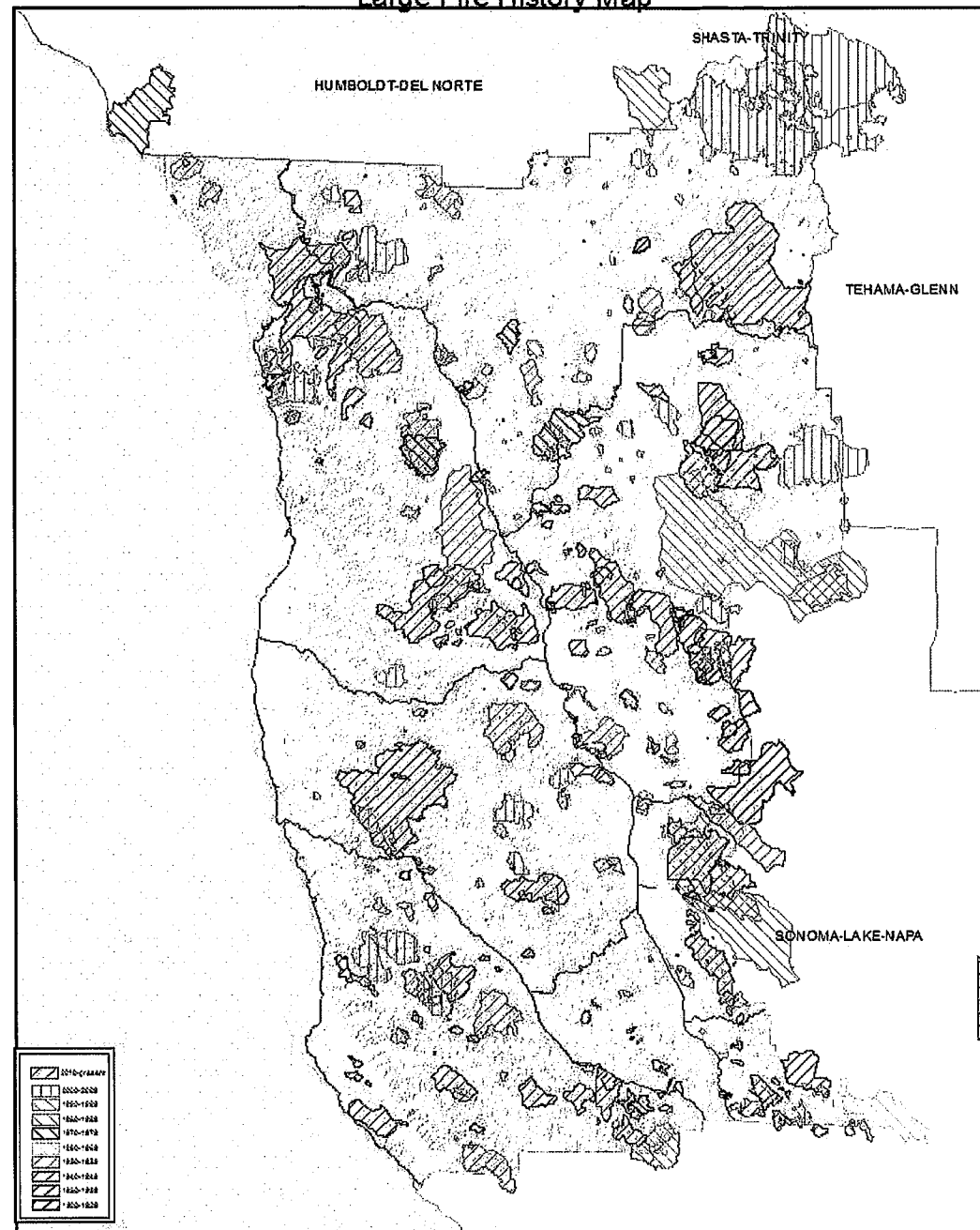
Author: S. Zimmermaker
4/11/12

1:700,000
0 1.25 2.5 5 miles



CAL FIRE Mendocino Unit

Large Fire History Map



Author: B. Gurn
04/03/15

1:700,000
0 0.2 0.4 0.6 0.8 1.0 1.2 1.4 1.6 1.8 2.0 2.2 2.4 2.6 2.8 3.0 3.2 3.4 3.6 3.8 4.0 4.2 4.4 4.6 4.8 5.0 5.2 5.4 5.6 5.8 6.0 6.2 6.4 6.6 6.8 7.0 7.2 7.4 7.6 7.8 8.0 8.2 8.4 8.6 8.8 9.0 9.2 9.4 9.6 9.8 10.0 10.2 10.4 10.6 10.8 11.0 11.2 11.4 11.6 11.8 12.0 12.2 12.4 12.6 12.8 13.0 13.2 13.4 13.6 13.8 14.0 14.2 14.4 14.6 14.8 15.0 15.2 15.4 15.6 15.8 16.0 16.2 16.4 16.6 16.8 17.0 17.2 17.4 17.6 17.8 18.0 18.2 18.4 18.6 18.8 19.0 19.2 19.4 19.6 19.8 20.0 20.2 20.4 20.6 20.8 21.0 21.2 21.4 21.6 21.8 22.0 22.2 22.4 22.6 22.8 23.0 23.2 23.4 23.6 23.8 24.0 24.2 24.4 24.6 24.8 25.0 25.2 25.4 25.6 25.8 26.0 26.2 26.4 26.6 26.8 27.0 27.2 27.4 27.6 27.8 28.0 28.2 28.4 28.6 28.8 29.0 29.2 29.4 29.6 29.8 30.0 30.2 30.4 30.6 30.8 31.0 31.2 31.4 31.6 31.8 32.0 32.2 32.4 32.6 32.8 33.0 33.2

CHAPTER 4

DEFINING WILDLAND-URBAN INTERFACE BOUNDARIES IN MENDOCINO COUNTY

“Our whole county is a WUI!” So responded county residents when meeting facilitators described the term “Wildland-Urban Interface” and asked attendees to name their communities. Indeed, they were very close to the truth, and with this in mind, we will attempt to define the WUI situation in our county’s various areas.

The Healthy Forests Restoration Act of 2003 provides that, in a Community Wildfire Protection Plan, communities themselves may define the sizes and boundaries of their Wildland-Urban Interface areas. This means that, based on their local topography, weather, wildland fuels, and other factors, they may determine an appropriate distance away from their population centers within which vegetation reduction projects should be undertaken to protect their communities.

Defining such boundaries in Mendocino County is a difficult task, for this reason. *The majority of Mendocino County’s residents live not in the Interface per se but rather in the Wildland-Urban Intermix, in homes and small communities scattered throughout thick wildland fuels, with no clearly distinguishable boundaries.* This situation resulted in part from a lack of decisive planning relative to wildfire danger in early settlement days, as was noted in the CAL FIRE Executive Summary at the beginning of Chapter 3. It resulted also from the strong desire of many Mendocino County residents to live in privacy, surrounded by the untouched beauty of pines, tanoaks, manzanitas, scotch broom, and other vegetation that happens to be highly flammable.

At this time, however, the county’s communities may be preliminarily divided into the two types of WUIs: Interface and Intermix.

Interface Communities. These larger population centers, which are cities containing just under one-third of the county’s residents, have

discernable urban-interface boundaries:

- Willits, in Planning Zone 1
- Ukiah, in Planning Zone 2
- Fort Bragg, in Planning Zone 4

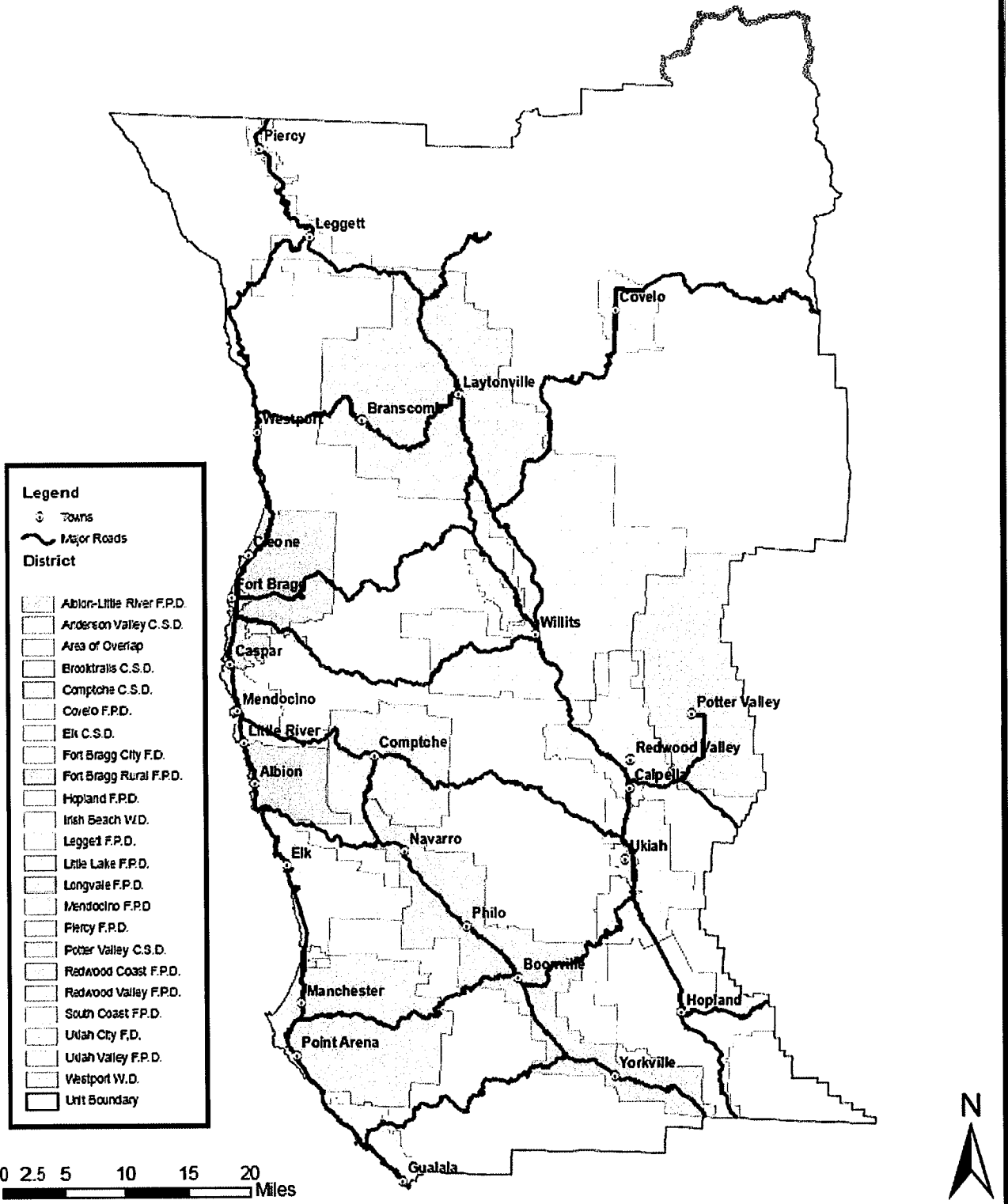
We wish to identify the WUI boundaries of these communities as extending five (5) miles beyond the borders of their city limits.

Intermix Communities. These smaller population centers, most of which are located along a portion of one of the county’s major roads, have little or no distinct interface boundary, and most are immediately surrounded by wildland fuels:

- Leggett and Piercy, small towns located in thick forests along the Eel River
- Branscomb, to the west of Laytonville, a lumber mill town in thick forest
- Brooktrails, with 4,000 persons living mostly on heavily wooded hillsides
- The coastal towns of Gualala, Point Arena, Manchester, Irish Beach, Elk, Albion, Little River, Caspar, Cleone, Westport, and Rockport, located on the coast and intermixed with abundant trees and other vegetation
- Redwood Valley, Calpella, Hopland, Laytonville, Covelo, Yorkville, Boonville, Philo, and Navarro, small population centers in the flatlands, surrounded immediately by light flashy fuels such as oak woodlands with tall grasses
- Potter Valley in the eastern-most valley of the county, primarily an agricultural town surrounded by cultivated fields intermixed with trees and native brush.

We wish to designate a WUI boundary of five (5) miles around the Intermix communities listed above and all self-identified communities.

Local Government Districts



Wildfire Severity and Climate Change

Wildfires are a natural part of the forest ecosystem. They clear out heavy accumulations of underbrush, stimulate plant re-growth and release nutrients into the soil. Historically, Mendocino County forests burned every two to twenty years with many fires being ignited by Native Americans. These frequent, low intensity fires promoted open, low density tree stands that kept fires at the surface of the forest floor when they burned. Today, the building of housing developments within our forest lands and the need to protect valuable resources has led to decades of fire suppression. When fire is suppressed, woody debris accumulates on the forest floor and small trees and shrubs become dense, contributing to high fuel loads (vegetative material available for combustion). The result is an increased risk of high intensity fires that have greater potential to move from the forest floor into the tree canopy where it can easily spread and become more difficult to control.

Wildfire risk may be further compounded by climate change. Climate change research suggests that wildfire risk could increase with predicted warmer temperatures and more frequent, severe droughts which create extremely dry forest conditions that are more conducive to ignition and spread. The wildfire “season” may become longer as conditions become drier and hotter for a longer period of time. Some trees may become stressed due to drought and will die or succumb to disease and pests such as the bark beetle which has killed thousands of pine trees in and around Mendocino County as a result of the recent drought. An increase in dead, standing trees may contribute to high fuel loads. The potential for long, dry forest conditions coupled with commonly high fuel loads may result in more frequent, high intensity wildfires that are likely to have adverse impacts to forest lands, carbon sequestration, suppression costs and risks to life and property.

THE “HUNDRED YEAR PLAN”

To preface the locally generated list of projects, it should be observed that a strong theme emerged from our public meetings. Mendocino County has a large number of rural unincorporated communities and “subdivisions” that developed historically around lumber camps, fishing and farming communities. These communities and subdivisions would be planned very differently today, but many have existed for a century with established residential communities. Often these older communities have only one road in and out and are surrounded by the wildland interface.

Because of the fires during the summer of 2015 in neighboring Lake County, citizens are concerned with improving their roads with vegetation reduction efforts, development of turn-outs to facilitate entry of fire fighters and the egress of evacuating residents, improving signage, and, where possible, development of a second way out. But that, on its own, will not mitigate overall fire risk throughout the State.

The California landscape is a highly fire-adapted one, as are all the native species within it. If we can develop a statewide plan with specifics of need for each county, try to check off a few elements each year, model a fire adapted landscape and engage the support of residents in terms of their own defensible space, we should be able to reduce risk throughout the state to a level that individuals living in the WUI or Intermix communities can maintain on their own. This effort would reduce firefighting costs, damage to public and private property and infrastructure and would require much less maintenance. California native communities have traditionally maintained the landscape with fire and found little to fear from it. We envision a day when all California communities will return to that condition.

We know that Mendocino County does not face this problem alone. We will advocate with State fire officials and planners for a “Hundred Year Plan”. We envision a long-term, stable investment at the state level in strategic thinning of forest lands throughout the state to return California forest lands to their natural, fire resistant condition and pre fire suppression stocking levels. The problem was more than a century in the making and it may take nearly as long to remedy, but we feel strongly that this should be a high priority use of SRA funds generated by fees.



Goat Fire 2000 – Area in red thinned in 1990, fire left the crown and went to the ground.

CHAPTER 4

COMMUNITY PROJECTS

BATTALION 1: COVELO

The Cal Fire Covelo station, the Covelo Fire Protection District, the USDA Forest Service (USFS) and the Round Valley Indian Tribes are working in partnership to provide education activities and tours for communities and agencies interested in pre-fire planning. The Round Valley Indian Tribes have a completed Wildland Fire Prevention Plan (2013) which identifies numerous fuel reduction projects on tribal land. Work to complete those projects is ongoing.

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Shaded Fuel break	Shaded fuel break at Chicken/Pigeon Ridge	Lower Mill Creek	Planned	CalFire
2	Shaded Fuel break	Shaded fuel break along Poonkinney Road	Covelo/Dos Rios	Planned	CalFire
3	Shaded Fuel break	Shaded fuel break at the Bauer Subdivision.	Bauer Subdivision	Planned	CalFire

BATTALION 2: WILLITS

Battalion 2 is home to the Unit Headquarters of the Mendocino Unit at Howard Forest Station. The area is predominately redwood and Douglas-fir forest to the west and mixed pine forest, brush, and grassland to the east. Highway 20 goes west from Willits to Fort Bragg for approximately 13 miles. A dramatic increase clandestine marijuana production increases the fire potential in the remote areas.

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Road Clearing	Remove roadside vegetation, improve turnouts	Shafer Ranch	Proposed	Shafer Ranch Road Assoc., MCFSC
2	Construc.	Construct replacement fire station	Willits	Planned	Willits Fire
3	Equip.	Replace 1 aging fire apparatus.	Willits	Planned	Willits Fire
4	Veg. Mgmt.	Continue improvements to defensible space	Brooktrails	Planned	Brooktrails Fire and Community Service

					District
5	Fuel break	Shaded fue lbreak along Sherwood Road	Brooktrails	Planned	Brooktrails Fire and Community Service District
6	Veg. Mgmt.	Residential chipping program	Brooktrails	Proposed	Proposed by homeowners.
7	Road Clearing/Veg. Mgmt	Conduct vegetation management along their highway and watershed boundaries; immediate work will be on the North/South watershed division between the South Fork Eel and the Usal drainage and the East/West break along Hwy. 1	Usal	Proposed	RFFI
8	Road Clearing	Create/improve access roads	Usal	Proposed	RFFI
9	Fuel break	Design a fuel break to facilitate possible future prescribed fire treatment	Usal	Proposed	RFFI
5	Road building/ Clearing	create/improve access roads	Usal	Proposed	RFFI
6	Fuel break	design a fuel break to facilitate possible future prescribed fire treatment	Usal	Proposed	RFFI

BATTALION 3: UKIAH VALLEY/HOPLAND

Battalion 3 works cooperatively with other public service agencies, to include California Highway Patrol, Mendocino County Sheriff’s Office, Ukiah Police Department, Ukiah Ambulance Service, Redwood Empire Hazardous Incident Team (REHIT), Tribal police agencies, CalTrans, Bureau of Land Management, and U.S. Army Corps of Engineers.

Battalion 3 places very strong emphasis on fire prevention education and activities. The full scope of prevention activities in Battalion 3 includes; participation in school programs emphasizing home and fire safety, actively working with the Local Fire Safe Councils, public education and safety programs, and defensible space compliance inspections.

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Egress Route	Find second egress from Robinson Creek Rd. area	Ukiah Valley	Proposed	Robinson Creek FSC

2	Clearing	Create safe areas for evacuation	Ukiah Valley	Proposed	Robinson Creek FSC, Mariposa Assoc. (Low Gap)
3	Infrastruc- ture	Increase water available for fire fighting	Ukiah Valley	Proposed	Robinson Creek FSC
4	Equip.	Bulk purchase of hand tools for fire fighting	Ukiah Valley	Proposed	Robinson Creek FSC, Mariposa Assoc. (Low Gap)
5	Veg. Mgmt.	Concern about condition of BLM land adjacent to residential areas	Ukiah Valley	Proposed	Robinson Creek FSC
6	Veg. Mgmt.	Improve defensible space	Ukiah Valley/ Hopland/Redwood Valley	Proposed	Proposed by homeowners.
7	Fuel Break	Plan and build fuel break at the top of Robinson Creek Rd.	Ukiah Valley	Proposed	Robinson Creek FSC
8	Veg. Mgmt.	Residential chipping program	Ukiah Valley/ Hopland/Redwood Valley	Proposed	Proposed by homeowners and MCFSC.
9	Fuel Break	Shaded fuel break from Low Gap Rd. to Hwy. 253	Ukiah Valley	Proposed	CAL FIRE, residents
10	Road Clearing	Continue road clearing along Black Bart Trail	Redwood Valley	Proposed	Black Bart FSC, MCFSC

BATTALION 4: LAYTONVILLE/LEGGETT/PIERCY

The Long Valley Fire Protection District, locally known as the Laytonville Fire Department (LFD) and the Bell Springs Fire Department (BSFD) are active in pre-fire planning for the communities they serve within the Battalion. Listed projects were identified by these Fire Departments. Concerns expressed at the Public Meeting include protection of fiber optic and power lines on Bell Springs Road and need for improved communication during emergency events.

The Long Valley Fire Protection District, locally known as the Laytonville Fire Department (LFD) and the Bell Springs Fire Department (BSFD) are active in pre-fire planning for the communities they serve within the Battalion. Listed projects were identified by these Fire Departments. Concerns expressed at the Public Meeting include protection of fiber optic and power lines on Bell Springs Road and need for improved communication during emergency events.

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Shaded Fuelbreak	Shaded fuelbreak around the town of Laytonville	Laytonville	Proposed	LFD
2	Road Clearing	Road clearing of dense vegetation along Steel Ln. and Mather Ln. (1 mile)	Laytonville	Proposed	LFD
3	Road Clearing	Road clearing of dense vegetation along Ten Mile Creek Road and Meadow Ln. (1.7 miles)	Laytonville	Proposed	LFD
4	Road Clearing	Road clearing of dense vegetation along lower Woodman Creek Rd (1 mile)	Laytonville	Proposed	LFD
6	Road Clearing	Road clearing of dense vegetation along Milstead Rd and Bell Springs Rd	Bell Springs	Proposed	BSFD
7	Shaded Fuelbreak	Shaded fuelbreak and fuels reduction at the Cahto Tribe reservation	Cahto Tribe	In Progress	Cahto Tribe

LEGGETT

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Fuelbreak	Shaded fuelbreak around the town of Laytonville	Laytonville	Proposed	LFD
2	Road Clearing	Road clearing of dense vegetation along Steel Ln. and Mather Ln. (1 mile)	Laytonville	Proposed	LFD
3	Road Clearing	Road clearing of dense vegetation along Ten Mile Creek Road and Meadow Ln. (1.7 miles)	Laytonville	Proposed	LFD
4	Road Clearing	Road clearing of dense vegetation along lower Woodman Creek Rd (1 mile)	Laytonville	Proposed	LFD

BATTALION 5: BOONVILLE

The Battalion has an active pre-fire working group composed of the Mendocino County Fire Safe Council, Natural Resources Conservation Service, Mendocino County Resource Conservation District, Anderson Valley Fire Department (AVFD), CalFire, and the Mendocino Redwood Company. Although there are several Homeowners Associations, there are currently no groups operating as their own Fire Safe Council or Fire Wise Community. The working group is proposing to develop a Navarro Watershed CWPP if funds are available for planning. Projects listed below were identified by the working group and at a Public Meeting. Additional concerns and ideas put forward by the community at the meeting include improving communications via social media during emergency events, making sure gates are open on MRC land during evacuations, improving knowledge of emergency exit routes and development of water systems for fire fighting. Some community members expressed concern over the high fuel loads in forest stands.

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Road Clearing	Remove roadside vegetation through mastication.	Rancho Navarro	In Progress with County SRA funds.	AVFD, Rancho Navarro Homeowners Assoc., CalFire
2	Road Clearing	Remove roadside vegetation through mastication along Smith Hills Rd.	Holmes Ranch	Planned	AVFD, Holmes Ranch Road Association, NRCS, MCRCD, CalFire
3	Road Clearing	Remove roadside vegetation through mastication along Nash Mill Rd. and Big Meadow Rd.	Nash Mill	Planned	AVFD, Nash Mill Road Association, NRCS, MCRCD, CalFire
4	Fuelbreak	Shaded fuelbreak/egress route along Bald Hills Road	Rancho Navarro	Planned	AVFD, NRCS, MCRCD, CalFire
5	Fuelbreak	Shaded fuelbreak along the ridgeline of the Little Mill Creek drainage. Project will remove regrowth of fuelbreak done in 2006.	Holmes Ranch/Nash Mill	Planned	AVFD, Nash Mill and Holmes Ranch Road Associations, NRCS, MCRCD, MRC.
6	Culvert	Un-culverted road crossing at emergency exit route prevents access. Install culvert.	Nash Mill	Proposed	Proposed by homeowners.
7	Road Clearing	Remove roadside vegetation through mastication along Clow Ridge Rd (8 miles).	Clow Ridge	Proposed	Proposed by AVFD.
8	Road Clearing	Remove roadside vegetation through mastication along Redwood Ridge Rd (3.5 miles).	Lambert Ridge	Proposed	Proposed by homeowners and AVFD.

9	Road Clearing	Remove roadside vegetation through mastication along Hutsell Rd (2miles).	Alder Creek	Proposed	Proposed by AVFD.
10	Road Clearing	Remove roadside vegetation through mastication along Greenwood Ridge Rd (2 miles).	Sky Ranch	Proposed	Proposed by AVFD.
11	Road Clearing	Remove roadside vegetation through mastication along Signal Ridge Rd (1.6 miles).	Signal Ridge	Proposed	Proposed by AVFD.
12	Road Clearing	Remove roadside vegetation through mastication along Yorkville Ranch Rd from Hwy 128 to Feliz Road in Hopland. (13 miles).	Yorkville Estates	Proposed.	Proposed by AVFD.
13	Road Clearing	Remove roadside vegetation through mastication along Fig Tree Lane, Big Rock Rd. and Hulbert Rd (3.5 miles).	Yorkville	Proposed	Proposed by AVFD, Homeowners.
14	Fuel break	Shaded fuel break along Lone Tree Ridge (3 miles)	Peachland Road	Proposed	Proposed by Homeowners.
15	Hazardous Tree Removal	Remove Eucalyptus trees along Hwy 128 between Andersen Way and Philo.	Boonville – Philo	Proposed	Proposed by Homeowners.

BATTALION 6: FORT BRAGG/COASTAL

Battalion 6 has a heavy influx of visitors, sparse water resources for fire fighting. Projected fire hazards and at-risk assets will continue to grow due to the changing demographics of the area. As rural development continues and subdivisions expand, an increasing fire problem will exist in both preventing and suppressing fires.

1

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Construction	Replace main station	Albion/Little river	Proposed	Albion Fire
2	Tree Removal	Remove standing dead trees adjacent to private property	Albion/Little river	Proposed	Citizens, property owners
3	Evacuation	Negotiate evacuation route	Albion/Little	Planned	Albion Fire, landowners

	Route		river		
4	Vegetation Management	Gorse removal	Caspar	Planned	CalFire, Caspar residents
5	Education	Education about defensible space preparation	Caspar	Planned	Caspar Community, MCFSC
6	Resource development	Increase Water available for fire fighting	Caspar	Proposed	Proposed by homeowners.
7	Volunteer recruitment	Increase the number of volunteers available	Comptche	Proposed	Proposed by CVFD.
8	Road Clearing	Remove roadside vegetation throughout district.	Comptche	Proposed	Proposed by homeowners and CVFD.
9	Fuel break	Greenwood/Cameron Roads shaded fuel break	Elk	Proposed	Proposed by residents and ECSD.
10	Education	Public outreach/education about defensible space	Elk	Proposed	Residents, ECSD, MCFSC.
11	Road/address signage	Improve address signage in the area	Elk	Proposed	Proposed by ECSD.
12	Veg. Management	Brushing/chipper program to assist senior and low income residents	Elk	Proposed	Proposed by ECSD, MCFSC
13	Construction	Replace main Fire Station	Elk	Proposed	Proposed by ECSD.
14	Equipment	Replace main Fire Station Replace Type 1 pumper engine Replace Type IV rescue engine Replace firefighter Breathing Apparatus units	Elk	Proposed	Proposed by ECSD.
15	Hazardous Tree Removal/Veg. Mgmt.	Thinning on public lands (BLM) that are adjacent to residential areas	Elk	Proposed	Proposed by Homeowners.
16	Road Clearing	Remove roadside vegetation along primary access roads within the Turtle Creek subdivision	Turtle Creek (East Comptche)	Proposed	Turtle Creek Homeowners

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Construc.	Complete work on substation 20	Fort Bragg	Proposed	FBFD
2	Equipment	Find financing for downtown sprinklers	Fort Bragg	Proposed	Citizens, property owners
3	Signage	Addressing and signage for areas outside of the City	Fort Bragg	Planned	Fort Bragg FD, County of Mendocino
4	Access/egress	Development of alternative egress routes from subdivisions	Fort Bragg	Proposed	Residents, landowners
5	Education	Consider conducting "emergency drills" throughout the County to test preparedness	Fort Bragg	Proposed	Mendocino County residents, MCFSC, County emergency agencies
6	Construc.	Two new satellite fire stations	Mendocino	Planned	Proposed by Mendocino VFD
7	Equipment	Replace aging Type I equipment Replace Type III equipment Upgrade Type VI equipment	Mendocino	Proposed	Proposed by MVFD.
8	Veg. Mgmt.	Defensible space improvement and chipping program for residents	Mendocino	Proposed	Proposed by homeowners and MCFSC.
9	Resource development	Improve water infrastructure with improved plumbing and "networking" of private fire tanks	Westport	Proposed	Proposed by residents and ECSD.
10	Veg. Mgmt.	Vegetation management for: Village of Westport proper area around Wages Creek Camp ground an approximately one mile corridor at the south approach to Westport	Westport	Proposed	Residents, WVFD, WMAC
11	Road/address signage	Improve address signage in the area	Westport	Proposed	Proposed by WMAC.
12	Access/egress	Improve access/egress routes from subdivisions throughout the district, Especially:	Westport	Proposed	WVFD, WMAC

		Hwy 1 north of Westport to Juan Creek, including Branscomb Rd. Bruhel Point Road the “old” slide / compaction zone just north of Chadbourn Gulch on Hwy 1; improvements to Bruhel Point Rd. might provide a bypass if Hwy. 1 develops problems here			
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Mendocino County Fire Safe Council

Project #	Project Type	Project Description	Community or Watershed	Status	Project Lead
1	Education	Continue outreach, maintain publications and website	County-wide	Proposed	MCFSC
2	Education	Form 2 new local fire safe councils per year	County-wide	Proposed	MCFSC
3	Resource develop-ment	Secure funding for sufficient staff to apply for State and Federal grant monies, manage funds secured and continue fiscal umbrella function for local FSC's	County-wide	Proposed	MCFSC
4	Planning	Complete County CWPP, including digital version, update every 2 years	County-wide	Proposed	MCFSC
5	Road Clearing	Secure funding for 12-18 chipping days per year distributed around the County	County-wide	Proposed	MCFSC

STATE, FEDERAL and OTHER AGENCY

State Parks

Treat 250 acres of high risk decadent Bishop pine
 Remove invasive non-native species during treatment

Bureau of Land Management

Mill Creek VMP, including a prescribed fire treatment

Mendocino National Forest

Covelo District Projects

- 1. Whitehawk Project (*planning complete, implementation ongoing*) 1500 Acres of aerial burning to reduce fuel load and improve habitat
- 2. Etsel Ridge Fuelbreak (*planning complete, implementation complete*) maintenance of fuel break at strategic fire control point
- 3. Baseball Project (*planning complete, implementation ongoing*) . 400 acres and consists of thinning brush and small conifers, and burning 100 acres completed
- 4. Keller Cabin Project (*planning complete, implementation ongoing*) project boundary encompasses a 600 ft. buffer around the cabin, partially complete
- 5. Baseball Thinning & Progeny Site (*planning complete, implementation ongoing*) thinning of 350 acres of planted Ponderosa Pine, reducing stocking level
- 6. Howard Lake Fuelbreak (*planning complete, implementation ongoing*) maintenance of fuel break
- 7. Green Pony Project (*planning complete, implementation ongoing*) 525 acres of thinning of brush and small conifers
- 8. Twin Rocks Fuelbreak (*Planning Not Completed*) thinning to protect private property and forest, provide safe control point for fire supression
- 9. Clifton Ridge Project (*Planning Not Completed*) 6000 acres of burning in Clifton Ridge area for habitat restoration
- 10. Hammerhorn Lake Project (*Planning Not Completed*) thinning and conifer removal, hand piling and burning to protect recreational areas



Mendocino County Board of Supervisors Agenda Summary

Item #: 3k)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 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 470 (McKinnor) - Telephone Corporations: Carriers of Last Resort

Recommended Action/Motion:

Ratify letter of opposition for Assembly Bill 470 (McKinnor) - telephone corporations: carriers of last resort.

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:

Assembly Bill 470 would require a telephone corporation seeking to relinquish its carrier of last resort designation for an eligible area, as defined, to provide a notice to the Public Utilities Commission, as described, and would require the telephone corporation's carrier of last resort designation for the eligible area to be relinquished upon the submission of the notice. The bill would require the telephone corporation to modify its tariff for basic local exchange telephone service, as specified, and would require that the modified tariff be effective upon the submission of the notice. The bill would require the telephone corporation to administer and pay for a customer challenge process for customers who inform the telephone corporation that no alternative voice service, as defined, is available at their location, as specified. The bill would require the commission, as part of a specified rulemaking, to establish a transition plan that a telephone corporation would be required to follow before its carrier of last resort designation is relinquished for an area within its service territory other than an eligible area.

Alternative Action/Motion:

Do not ratify letter of opposition and provide alternative direction.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: All

Vote Requirement: Majority

Item #: 3k)

Supplemental Information Available Online At: [Bill Text - AB-470 Telephone corporations: carriers of last resort.](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB470)
<https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB470>

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





COUNTY OF MENDOCINO

Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

501 Low Gap Rd. Room 1010
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Office: (707) 463-4221
Fax: (707) 463-5649

March 21, 2025

The Honorable Tina McKinnor
Member, California State Assembly
1021 O Street, Suite 5520
Sacramento, CA 95814

RE: Assembly Bill 470 - Telephone Corporations: Carriers of Last Resort - OPPOSE
As Amended March 17, 2025

Dear Chairwoman McKinnor,

The Mendocino County Board of Supervisors is writing to express opposition to Assembly Bill 470, permitting a Carrier of Last Resort (COLR) provider to abandon essential responsibilities and gradually eliminate reliable and affordable access to basic telephone service for all Californians.

Under AB 470, a provider can automatically relieve itself of its COLR obligations by notifying the California Public Utilities Commission (CPUC) when it claims to have no customers or population in a specific area and believes that residents are "well-served" by alternative voice services. This bill creates a process entirely outside of any oversight framework, allowing for-profit monopolies to make self-interested decisions and determine the truth and accuracy of their claims without accountability.

Additionally, the customer challenge process established in AB 470 lacks a neutral venue, like the CPUC. Since a COLR's notice to the CPUC is automatically deemed approved, any successful customer challenge becomes meaningless. AB 470 restricts successful customer challenges to two years of continued service. It does not guarantee that service will be available to customers after that time due to the absence of COLR protections.

The CPUC's primary role is to balance procedures and safeguards to protect consumers while ensuring the delivery of safe, reliable utilities and infrastructure at reasonable rates. AB 470 prioritizes the interests of the telecommunications industry over the needs of California's diverse population. COLR regulations are crucial and must continue to focus on consumer protection and universal access while facilitating the transition to modern networks.

Mendocino County supports the shift toward technologies that ensure reliable, redundant, and widespread access to both internet and voice services. However, AB 470 does not provide a genuine process for rural communities to access these modern telecommunications options. In Mendocino County, many residents still rely on 'Plain Old Telephone Service' (POTS) as their only dependable and

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affordable service option. POTS also remains one of the most reliable communication tools in the safety net for rural counties. Instead of promoting positive advancements, this bill allows companies to phase out essential services, jeopardizing public safety and consumer protections.

For these reasons, the County of Mendocino opposes AB 470.

Sincerely,



John Haschak, Chair
Mendocino County Board of Supervisors

cc: Members of the Assembly Communications and Conveyance Committee
The Honorable Mike McGuire, Member of the California State Senate
The Honorable Chris Rogers, Member of the California State Assembly
Tracy Rhine, Senior Policy Advocate, Rural County Representatives of California



Mendocino County Board of Supervisors Agenda Summary

Item #: 31)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 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 547 (Perez) - Commercial Property Insurance Cancellation and Nonrenewal

Recommended Action/Motion:

Ratify letter of support for Senate Bill 547 (Perez) - commercial property insurance cancellation and nonrenewal.

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 generally regulates classes of insurance, including commercial property insurance. Existing law prohibits an insurer from canceling or refusing to renew a policy of residential property insurance for a property located in a ZIP Code within or adjacent to the fire perimeter for one year after the declaration of a state of emergency, if the cancellation or nonrenewal is based solely on the fact that the insured structure is located in an area in which a wildfire has occurred, except as specified. This bill would extend that prohibition against cancellation or nonrenewal and its exceptions to a policy of commercial property insurance.

Alternative Action/Motion:

Do not ratify letter of support and provide alternative direction.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: [Bill Text - SB-547 Commercial property insurance cancellation and nonrenewal. <https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB547>](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB547)

Item #: 31)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





COUNTY OF MENDOCINO

Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

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Website: www.mendocinocounty.gov

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

March 21, 2025

The Honorable Susan Rubio
Chair, Senate Insurance Committee
California State Senate
1021 O Street, Room 3310
Sacramento, CA 95814

RE: Senate Bill 547 (Pérez): Commercial Property Insurance Cancellation & Nonrenewal– SUPPORT
(As Introduced February 20, 2025)

Dear Senator Rubio:

The Mendocino County Board of Supervisors is writing to support Senate Bill 547. This critical legislation seeks to extend existing protections against the cancellation and nonrenewal of residential property insurance policies to include commercial properties in areas affected by wildfires.

In 2018, Senate Bill 824 established a one-year moratorium on such cancellations following a declared state of emergency. This law has been essential for homeowners and has protected over 185,000 policyholders after significant wildfires, including the recent Park, Borel, Gold Complex, Palisades, and Eaton fires.

While SB 824 has been instrumental in stabilizing the residential insurance market, businesses—including small businesses and multifamily housing providers—continue to face challenges securing and maintaining coverage in wildfire-prone areas. The loss of commercial property insurance jeopardizes the ability of local businesses to recover, further weakening local economies that are already struggling in the aftermath of disasters. Multifamily housing properties, which provide critical housing stock in rural communities, are particularly vulnerable to non-renewals, putting both property owners and tenants at risk of displacement.

Rural counties like Mendocino County depend on the viability of small businesses and multifamily housing to support local economies and maintain community stability. By extending existing insurance moratorium protections to commercial properties, SB 547 ensures businesses and housing providers have the financial security necessary to rebuild, recover, and continue serving their communities.

For these reasons, the County of Mendocino supports SB 547 and urges its swift passage. We appreciate your leadership on this important issue and look forward to working together to strengthen disaster recovery efforts for all Californians.

Sincerely,

John Haschak, Chair
Mendocino County Board of Supervisors

CC: The Honorable Mike McGuire, California State Senate, 2nd District
The Honorable Chris Rogers, California State Assembly, 2nd District

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Mendocino County Board of Supervisors Agenda Summary

Item #: 3m)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Darcie Antle
Department Contact: Kelly Hansen

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

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Ratification of Letter of Support for Senate Bill 616 (Rubio) - Community Hardening Commission: Wildfire Mitigation Program

Recommended Action/Motion:

Ratify letter of support for Senate Bill 616 (Rubio) - community hardening commission: wildfire mitigation 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:

Current law requires the Office of Emergency Services to enter into a joint powers agreement, as specified, with the Department of Forestry and Fire Protection to develop and administer a comprehensive wildfire mitigation program, known as the California wildfire mitigation financial assistance program, that, among other things, encourages cost-effective structure hardening and retrofitting that creates fire-resistant homes, businesses, and public buildings. This bill would require the joint powers authority to revise the wildfire mitigation program in accordance with prescribed community hardening standards and guidelines developed pursuant to the bill's provisions, as specified.

Alternative Action/Motion:

Do not ratify letter of support and provide alternative direction.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: [Bill Text - SB-616 Community Hardening Commission:](#)

Item #: 3m)

wildfire mitigation program. <https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB616>

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





COUNTY OF MENDOCINO

Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

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Fax: (707) 463-5649

March 21, 2025

The Honorable Susan Rubio
Chair, Senate Insurance Committee
California State Senate
1021 O Street, Room 3310
Sacramento, CA 95814

**RE: Senate Bill 616 (Rubio) – Community Hardening Commission: Wildfire Mitigation Program -
SUPPORT**

Dear Senator Rubio:

The Mendocino County Board of Supervisors is writing to express its strong support for Senate Bill 616. This pivotal legislation proposes the establishment of the Community Hardening Commission dedicated to enhancing wildfire mitigation efforts across California.

Wildfires have had devastating impacts on rural areas in California. Between 2000 and 2020, approximately 16.7 million acres burned across the state, equating to 15.9% of California's total land area. Notably, 43.7% of this burned area occurred in just three years: 2008, 2018, and 2020. Mendocino County has experienced significant wildfires, including the Ranch and River Fires in 2018, the Redwood Fire in 2017, and the August Complex Fire in 2020. The Mendocino Lightning Complex in 2008 burned 54,817 acres, caused \$48.5 million in damages, and injured 47 people. The 2017 Redwood Complex Fire was one of California's top 20 deadliest, claiming 9 lives, injuring 21, and destroying over 548 structures.

SB 616 will create community hardening standards to mitigate wildfire risks and improve insurance access for residents and businesses. The bill seeks to protect homes and increase community resilience by coordinating policies among state agencies and enhancing data-sharing.

Establishing the Community Hardening Commission is a proactive step toward safeguarding Mendocino County and enhancing fire insurance accessibility. SB 616 is vital for strengthening wildfire resilience across California and ensuring the safety of our residents.

For these reasons, Mendocino County urges the swift passage of SB 616. We appreciate your leadership on this critical issue and look forward to working together to bolster wildfire mitigation efforts statewide.

Sincerely,

John Haschak, Chair
Mendocino County Board of Supervisors

CC: The Honorable Mike McGuire, California State Senate, 2nd District
The Honorable Chris Rogers, California State Assembly, 2nd District

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Mendocino County Board of Supervisors Agenda Summary

Item #: 3n)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 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 Senate Bill 357 (Menjivar) - Juveniles: Delinquency

Recommended Action/Motion:

Ratify letter of opposition for Senate Bill 357 (Menjivar) - juveniles: delinquency.

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:

Current law subjects a minor between 12 and 17 years of age, who violates any federal, state, or local law or ordinance, and a minor under 12 years of age who is alleged to have committed specified serious offenses, to the jurisdiction of the juvenile court, which may adjudge the minor to be a ward of the court. Current law assigns various responsibilities relating to these minors to the probation officer, including, among others, the responsibility to supervise minors placed on probation and manage juvenile halls and other juvenile detention facilities. This bill would authorize the board of supervisors of any county to delegate to another county department all or part of the duties and authorities concerning those minors, or concerning the oversight or operation of juvenile detention facilities, that are granted to the probation department or a probation officer.

Alternative Action/Motion:

Do not ratify letter of opposition and provide alternative direction.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: [Bill Text - SB-357 Juveniles: delinquency.](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB357)
<https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB357>

Item #: 3n)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





COUNTY OF MENDOCINO

Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

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Website: www.mendocinocounty.gov

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

March 24, 2025

The Honorable Caroline Menjivar
California State Senate
1021 O Street, Suite 6630
Sacramento, CA 95814

RE: SB 357 (Menjivar) - Juveniles: Delinquency - OPPOSE

Dear Senator Menjivar,

The Mendocino County Board of Supervisors is writing to express our opposition to Senate Bill 357 which seeks to authorize the board of supervisors of any county to delegate to another county department all or part of the duties and authorities concerning minors that are statutorily imparted to probation departments or probation officers.

County probation has long been a cornerstone of the juvenile justice system, a system which serves both juveniles (12-17) and emerging adults (18-24) adjudicated for offenses ranging from minor misdemeanors to serious and violent felonies. The success of the juvenile system is dependent upon the roles and responsibilities played by Probation. Overseeing the entirety of the continuum provides Probation a unique position to recognize the importance of working with youth in the prevention, intervention and deflection stages. That work, combined with training and research-based approaches, allows Probation to support and foster the utilization of interventions on the front end of the continuum where safe and appropriate to be supported in the community, thereby reserving detention for those youth who pose a public safety risk. When necessary, an order into detention must be handled by trained experts in both rehabilitative and safety concepts. Probation serves the youth, families, the community, the county and ultimately the court to balance the needs of safely housing youth while working towards a rehabilitation plan developed specific to their individual needs.

Our Probation Department has extensive training and experience in evidence-based approaches to working with youth, young adults, adults and we are deeply concerned not only about the potential impacts of this bill on community safety, service coordination at the county level, coordination with the courts, and the justice system's ability to function effectively, but also about similar impacts to recipient departments and the constituencies they serve.

It raises many questions and impacts that we must not overlook around what this proposed change would mean for community safety, local coordination among entities, training requirements, fiscal impacts, and the local implementation of state policies and requirements governing the juvenile justice system.

THE BOARD OF SUPERVISORS

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To redirect these responsibilities would impact and disrupt local service continuity, create public safety risks, and negatively impact the community safety services to balance safety and treatment for youth and adults.

For these reasons, the County of Mendocino opposes Senate Bill 357.

Sincerely,



John Haschak, Chair
Mendocino County Board of Supervisors

CC: All Members and Consultants of the Senate Committee on Public Safety
The Honorable Mike McGuire, California State Senate, 2nd District
The Honorable Chris Rogers, California State Assembly, 2nd District



Mendocino County Board of Supervisors Agenda Summary

Item #: 30)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 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 946 (Bryan) - Chief Probation Officer: Designee

Recommended Action/Motion:

Ratify letter of opposition for Assembly Bill 946 (Bryan) - chief probation officer: designee.

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 every county to appoint a chief probation officer, and requires the chief probation officer to be nominated, as specified. Existing law requires the chief probation officer to perform the duties and discharge the obligations imposed on the office by law or by order of the superior court, including, among other things, the operation of juvenile halls pursuant to specified provisions.

This bill would create an exception to those provisions by requiring, in a county with a population of at least 3,500,000 people, the chief probation officer, or a designee who is appointed by the county board of supervisors and who has jurisdiction over youth development, to perform those duties and discharge those obligations.

Alternative Action/Motion:

Do not ratify letter of opposition and provide alternative direction.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: [Bill Text - AB-946 Chief probation officer: designee.](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB946)
<https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB946>

Item #: 30)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





COUNTY OF MENDOCINO

Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

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Email: bos@mendocinocounty.gov
Website: www.mendocinocounty.gov

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

March 24, 2025

The Honorable Isaac G. Bryan
California State Assembly
1021 O Street, Suite 5630
Sacramento, CA 95814

RE: AB 946 (Bryan) - Chief Probation Officer: Designee - OPPOSE

Dear Assembly Member Bryan,

The Mendocino County Board of Supervisors is writing to express our opposition to Assembly Bill 946, which seeks to authorize the board of supervisors of a county with a population of at least 3.5 million people to delegate to a county department involved in youth development all of the duties and authorities in both the juvenile system as well as adult probation services provided in the criminal justice system that are statutorily imparted to probation departments and probation officers.

Specifically, this bill would redirect the authority and provision of services provided by probation to a non-public safety entity. This redirection of authority would include the operation of juvenile halls and camps that provide supervision and care for youth with the most serious and violent offenses, including youth and young adults realigned from the State Division of Juvenile Justice closure, supervision of individuals released from state prison onto Post Release Community Supervision, supervision of individuals on felony and mandatory supervision, and making recommendations to the court.

Our Probation Department has extensive training and experience in evidence-based approaches to working with youth, young adults, and adults. We are deeply concerned not only about the potential impacts of this bill on community safety, service coordination at the county level, coordination with the courts, and the justice system's ability to function effectively but also about similar impacts to recipient departments and the constituencies they serve.

County probation has long been a cornerstone of the juvenile and criminal justice systems, serving juveniles, emerging adults, and adults adjudicated or convicted of offenses ranging from minor misdemeanors to serious and violent felonies. Probation departments have built critical bridges in counties across the state between courts, county entities, and non-governmental organizations.

Redirecting these responsibilities would disrupt local service continuity, create public safety risks, and negatively impact community safety services. It raises questions about community safety, local coordination among entities, training requirements, fiscal impacts, and ensuring that state policies governing the juvenile and criminal justice systems are carried out locally.

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For these reasons, the County of Mendocino opposes Assembly Bill 946.

Sincerely,



John Haschak, Chair
Mendocino County Board of Supervisors

CC: All Members and Consultants of the Assembly Public Safety Committee
The Honorable Mike McGuire, California State Senate, 2nd District
The Honorable Chris Rogers, California State Assembly, 2nd District



Mendocino County Board of Supervisors Agenda Summary

Item #: 3p)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 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 678 (Leno, 2009) - Draft Trailer Bill Language

Recommended Action/Motion:

Ratify letter of support for Senate Bill 678 (Leno, 2009) - draft trailer bill language.

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:

Senate Bill 678 (Leno, 2009), also known as the California Community Corrections Performance Incentives Act of 2009, was enacted to reduce state prison overcrowding and save money from the state General Fund without compromising public safety. The law aims to decrease the number of individuals under felony supervision who are sent to state prison. It encourages county probation departments to adopt evidence-based supervision practices to achieve these objectives.

The program established a financial incentive structure based on reduced probation failure rates, resulting in millions of dollars in state savings and a shift towards rehabilitation-focused corrections. In the Governor's January budget for 2025-26, the Administration proposes updating the formula used to calculate these incentive payments. The goal is to enhance the performance-based nature of the funding and reduce variability compared to the previous methodology.

After consulting with the Department of Finance, the California Probation Officers' Association (CPOC) supports the proposed changes, which are expected to lead to a reduction of over \$10 million in county allocations compared to the current framework. However, the revised formula aims to balance funding stability, through performance maintenance payments, with ongoing incentives for counties to reduce prison admissions.

Alternative Action/Motion:

Do not ratify letter of support and provide alternative direction.

Item #: 3p)

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: [Community Corrections Performance Incentives Act \(SB 678\) | Judicial Branch of California <https://courts.ca.gov/programs-initiatives/criminal-justice-services/community-corrections-performance-incentives-act-sb>](https://courts.ca.gov/programs-initiatives/criminal-justice-services/community-corrections-performance-incentives-act-sb-678)

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 22, 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
Website: www.mendocinocounty.gov

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

March 26, 2025

The Honorable Scott Wiener
Chair, Senate Budget & Fiscal Review
Committee
1021 O Street, Suite 8620
Sacramento, CA 95814

The Honorable Jesse Gabriel
Chair, Assembly Budget Committee
1021 O Street, Suite 8230
Sacramento, CA 95814

The Honorable Laura Richardson,
Chair, Senate Budget Subcommittee 5
1021 O Street, Suite 7340
Sacramento, CA 95814

The Honorable James Ramos,
Chair, Assembly Budget Subcommittee 6
1021 O Street, Suite 8310
Sacramento, CA 95814

RE: SB 678 (Leno, 2009) Draft Trailer Bill Language – SUPPORT

Dear Senator Wiener, Assemblymember Gabriel, Senator Richardson, and Assemblymember Ramos,

The Mendocino County Board of Supervisors is writing to express support for the proposed updates to the SB 678 (2009) methodology outlined in the Governor's January budget proposal. As a County that has benefited from the successes of SB 678 (2009), we recognize the significant impact this program has had on reducing prison admissions, supporting evidence-based supervision practices, and enhancing community safety.

SB 678 (2009) is a landmark policy that established, for the first time, a state funding source for adult probation. This funding enables investment in evidence-based supervision and treatment interventions to reduce probation admissions to state prisons. The program has successfully decreased reliance on incarceration in California and has saved taxpayers over a billion dollars in state prison costs. Moreover, it has improved rehabilitation efforts without increasing crime rates. The success of probation under SB 678 (2009) has been a foundation for smart criminal justice reforms focused on reducing state prison admissions while ensuring accountability through community supervision and alternatives to incarceration. Statewide, felony probation admissions to prison have decreased from nearly 8% at the program's inception to 2.5% in 2024.

Last year's state budget included language expressing the intent to review the allocation methodology for the SB 678 (2009) grant program, aligning to provide sustainable funding for improved evidence-based probation supervision practices and enhance public safety outcomes.

The Governor's January budget proposes to update the methodology for calculating incentive payments to counties, aiming to increase the performance-based nature of the funding and reduce variability in

THE BOARD OF SUPERVISORS

MADELINE CLINE
First District

MAUREEN MULHEREN
Second District

JOHN HASCHAK
Third District

BERNIE NORVEL
Fourth District

TED WILLIAMS
Fifth District

the previous methodology. Following consultations with the Department of Finance, the California Probation Officers' Association (CPOC) supports the Administration's proposed changes to the formula. While these changes will result in a reduction of more than \$10 million in the 2025-26 allocation compared to the current statutory framework, the proposed formula adjustments achieve a delicate balance: they enhance funding stability through performance maintenance payments while encouraging further reductions in prison admissions through refreshed performance incentive payments.

Mendocino County supports the added stability proposed for this critical program, which enhances public safety and yields significant savings for the state in prison and parole costs.

We urge the Legislature to support the proposed changes to the SB 678 (2009) methodology to ensure the sustainability and effectiveness of this landmark program. Thank you for your consideration and continued support of effective probation practices in California.

Sincerely,



John Haschak, Chair
Mendocino County Board of Supervisors

CC: Members Assembly Budget Subcommittee 6
Members of Senate Budget Subcommittee 5
The Honorable Mike McGuire, California State Senate, 2nd District
The Honorable Chris Rogers, California State Assembly, 2nd District



Mendocino County Board of Supervisors Agenda Summary

Item #: 3q)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Sara Pierce

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Ratification of Purchasing Agent's Approval of Prior Invoices Totaling \$123,420.08 from the State of California Natural Resources Agency, Department of Forestry and Fire Protection, For Tasks Performed by the State Fire Marshal for the SB 844 Jail Project, and Authorization for Purchasing Agent to Approve Future Similar Invoices From the Department of Forestry and Fire Protection Above the Limits Stated in Government Code Section 25502.3 and County Code 2.32.030(f), Not to Exceed A Total of \$150,000

Recommended Action/Motion:

Ratify Purchasing Agent's approval of prior invoices totaling \$123,420.08 from the State of California Natural Resources Agency, Department of Forestry and Fire Protection, for tasks performed by the State Fire Marshal for the SB 844 Jail Project, and authorize Purchasing Agent to approve future similar invoices from the Department of Forestry and Fire Protection above the limits stated in Government Code Section 25502.3 and County Code 2.32.030(f), not to exceed a total of \$150,000.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The State Fire Marshal is required to inspect and review progress related to the SB844 Jail Project. While the expense has been budgeted, there is no contract to enter into with the State to cover the payment of these invoices. The State Fire Marshal is the permitting agency over jail projects, and the County must submit plans for approval and schedule inspections. Unlike the County's Planning and Building Services Department, the State Fire Marshal does not have a fee schedule but invoices entities monthly and charges a per hour rate.

Because the aggregate total of the invoices from the State Fire Marshal will exceed the Purchasing Agent's typical \$50,000 contracting limit, the Purchasing Agent is seeking certain ratifications and authorizations from the Board. The Purchasing Agent is asking for the Board to ratify its approval of prior invoices from the State of California Natural Resources Agency, Department of Forestry and Fire Protection, which relate to tasks performed by the State Fire Marshal for the SB844 Jail project, a list of which is attached to this agenda item. The Purchasing Agent is also asking for authorization from the Board to approve future similar invoices. As with past invoices, these may be greater than the \$50,000 limit stated in the Government Code and County Code for the Purchasing Agent's authority. Staff presently estimate that the State Fire Marshal's expenses will not exceed \$273,420.08 and so are requesting authorization to approve invoices for up to an additional \$150,000.

Item #: 3q)

Alternative Action/Motion:

Provide alternate direction.

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: Grant, General Fund allocated to project previously

current f/y cost: \$273,420.08

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: No

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**



VENDOR	VENDOR NAME	ORG	ORG DESC	ACCOUNT	ACCOUNT DESC	DOCUMENT	VOUCHER	PO	YEAR	PERIOD	TYPE	STATUS	AMOUNT	WARRANT	CHECK NO	INVOICE	FULL DESC
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	161038066	953621	0	2025	10	INV	P	720.00	040325	4409359	174282	CP915 SERVICES IN FEBRUARY 2025
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	161038065	953619	0	2025	10	INV	P	120.00	040325	4409359	173982	CP915 SERVICES IN JANUARY 2025
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102046770	943898	0	2025	7	INV	P	1,320.00	011625	4404818	173478	NOVEMBER 2024 STATE FIRE MARSHAL FIRE & LIFE SRVCS
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102046079	938904	0	2025	6	INV	P	2,280.00	120524	4402733	173258	OCT 24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102046076	938376	0	2025	6	INV	P	2,340.00	120524	4402733	173048	SEPT 24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102045448	933220	0	2025	4	INV	P	660.00	101024	4400320	172856	370007038700
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102045060	930048	0	2025	3	INV	P	3,780.00	091224	4398859	172622	STATE FIRE MARSHAL FIRE & LIFE SAFETY SRVCS JUL24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102044462	925937	0	2024	12	INV	P	2,040.00	080824	4396966	172371	STATE FIRE MARSHAL FIRE & LIFE SAFETY SRVCS JUN24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102044048	922574	0	2024	12	INV	P	5,640.00	071824	4395492	172149	STATE FIRE MARSHAL FIRE & LIFE SAFETY SRVCS MAY24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102044049	922576	0	2024	12	INV	P	4,500.00	071824	4395492	171964	STATE FIRE MARSHAL FIRE & LIFE SAFETY SRVCS APR24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102042979	915931	0	2024	11	INV	P	2,280.00	051624	4392488	171198	STATE FIRE MARSHAL FIRE & LIFE SAFETY SRVS MAR24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102042226	911343	0	2024	10	INV	P	3,600.00	041124	4390681	170991	STATE FIRE/LIFE SAFETY SERVICES FEB24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102044046	922570	0	2024	12	INV	P	1,860.00	071824	4395492	170686	STATE FIRE MARSHAL FIRE & LIFE SFTY SRVCS JAN24
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102041884	908418	0	2024	9	INV	P	120.00	032124	4389527	170392	STATE FIRE MARSHAL FIRE & LIFE SAFETY SERV DEC23
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102035889	867594	0	2023	10	INV	P	6,300.00	042023	4373096	167149	STATE FIRE MARSHAL FIRE/LIFE SFTY SRVCS NOV22
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102032731	848203	0	2023	5	INV	P	2,880.00	111722	4365724	166799	STATE FIRE MARSHAL FIRE/LIFE SAFETY SERV SEP22
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102032099	843617	0	2023	4	INV	P	13,800.00	101422	4364100	166615	STATE FIRE MARSHAL FIRE & LIFE SAFETY SERV AUG22
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102031718	840395	0	2023	3	INV	P	18,000.00	092222	4363100	166402	STATE FIRE MARSHAL FIRE/SAFE SERVICE JULY 2022
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	111054517	840333	0	2023	3	INV	P	24,960.00	091522	4362800	165842 - R	STATE FIRE MARSH FIRE/LIFE SFTY APRIL22 - REISSUE
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102029246	825290	0	2022	11	INV	P	480.00	051922	4357304	165608	MENDOCINO COUNTY JAIL SERVICE MARCH22
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	102029061	824146	0	2022	11	INV	P	1,680.00	050522	4356708	165423	FEB22 STATE FIRE MARSHAL SRVCS CB844 JAIL EXPANSION
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	171000540	728291	0	2020	8	INV	P	18,707.00	021320	4319650	160062	CO MENDO DEC19 CP915
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	171000523	724448	0	2020	7	INV	P	5,295.52	011620	4318103	159812	CO MENDO CP915 NOV19 SRVS
2850	FORESTRY & FIRE	CP	CAPITAL PROJECTS	CP 864365 CP915	CONSTRUCTION IN PROGRESS	171000476	712641	0	2020	4	INV	P	57.56	101819	4313544	159086	CO MENDO CP915 JAIL EXPAN PLAN
123,420.08																	



Mendocino County Board of Supervisors Agenda Summary

Item #: 3r)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: April 22, 2025

Department Contact: Doug Anderson

Phone: 707-264-6054

Department Contact: Jeff Determan

Phone: 707-234-6052

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Finding that the Electric Vehicle Charging Stalls Project is Categorically Exempt from the California Environmental Quality Act Pursuant to Section 15301 and 15303 of the CEQA Guidelines; Authorization to Award to and Approval of an Agreement with Ferranti Construction, Incorporated in the Amount of \$566,976.85 for the Completion of the Electric Vehicle Charging Stalls Project located at 501 Low Gap Road and 727 South State Street in Ukiah for the Period of One Hundred Twenty days from the Date of Issuance of the Notice to Proceed; and Approval of the Electric Vehicle Charging Stalls Project Plans and Specifications

Recommended Action/Motion:

Find that the Electric Vehicle Charging Stalls Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 and 15303 of the CEQA guidelines; authorize award to and approval of an Agreement with Ferranti Construction, a California corporation in the amount of \$566,976.85 for the completion of the Electric Vehicle Charging Stalls Project located at 501 Low Gap Road and 727 South State Street in Ukiah for the period of one hundred twenty (120) days from the date of issuance of the notice to proceed; and approve the Electric Vehicle Charging Stalls Project plans and specifications.

Previous Board/Board Committee Actions:

On March 1, 2022, the Board of Supervisors authorized submittal of grant application to California Energy Commission (CEC), for the Clean Transportation Program Rural Electric Vehicle (REV) Charging Grant Funding Opportunity (GFO) 21-604 and authorized up to 20% grant matching funds to be allocated from PG&E disaster settlement funds. Acceptance of the grant and approval of the revenue agreement with the CEC for the REV Grant in the amount of \$655,702 with matching funds in the amount of \$169,280 from the PG&E disaster settlement fund and authorization to establish the capital improvement project in the amount of \$824,982 on March 14, 2023. Approval and execution of an agreement with EVA Green Power, Inc. in the amount of \$70,000 for design and engineering for the project on December 19, 2023.

Summary of Request:

On March 14, 2023, the Board of Supervisors accepted the Revised Implementation Plan and detailed budgeting costs for the CEC, Clean Transportation Program REV Grant in the amount of \$655,702 and identified the PG&E Carbon Footprint Reduction set aside as the source for the County matching funds in the amount of \$169,280 to complete a project installing ten charging stalls at the Administration Center and fourteen at the Yokayo Center in Ukiah.

Item #: 3r)

In October of 2023, the County issued Request for Proposal (RFP) 055-23 and on December 19, 2023 selected EVA Green Power for the engineering, site design, and construction management for the CEC, Clean Transportation Program REV Grant Project. This design team coordinated with the City of Ukiah for electrical service for these charging stations and completed design and engineering drawings for the project. Staff secured CEC approval to proceed, completed environmental review and permitting and issued BID 01-25 on January 21, 2025. On March 13, 2025 the County received four responsive bids, the lowest such bid was received from Ferranti Construction of Redwood Valley in the amount of \$566,976.85. Award of this agreement will permit this grant project to proceed with sufficient funding for all related project expenses and a reasonable Contingency.

Once completed the County will be obliged to operate and maintain the Charging Stations for up to three years, develop and approve a fee structure for EV charger users and provide station use reporting and other data to the CEC as part of the grant. Beyond the first year of subscription fees and customer support included in the grant project, the County will need to operate these charging stations with user fees offsetting the annual subscription and support fees.

The Electric Vehicle Charging Stalls Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301 and 15303. Section 15301 of the CEQA Guidelines provides that the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use, are activities exempt from CEQA review. Examples given in Section 15301 include exterior alterations involving electrical conveyances and limited additions to existing buildings, but the key consideration is whether the project involves negligible or no expansion of use. Section 15303 of the CEQA Guidelines provides that construction and location of limited numbers of new, small facilities or structures are exempt from CEQA review, with examples including new single-family homes, commercial structures of up to 2500 square feet, and accessory structures, including garages, carports and patios. The level of construction to install electrical vehicle charging stations on or adjacent to existing parking lots falls within these exemptions as a minor alteration of the existing County facilities, involving no expansion of use, pursuant to Section 15301, and a scope of construction less than that of a full building, as allowed by Section 15303.

Alternative Action/Motion:

Do not make the findings and/or authorize award and provide direction to staff.

Strategic Plan Priority Designation: A Thriving Economy

Supervisory District: District 2

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: CI - 1710 - CI071

current f/y cost: up to \$100,000

budget clarification: Project will extend into 2025-26 fiscal year

annual recurring cost: Approximately \$14,000 in annual subscription and support fees, offset by unknown revenue from station users.

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

revenue agreement: No

Item #: 3r)

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: **APRIL 22, 2025**

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-034



BID DOCUMENTS

including Specifications
for construction of:

The COUNTY OF MENDOCINO

Electric Vehicle Charging Parking Stalls Project

at
501 Low Gap Road
and
727 South State Street
Ukiah, CA 95482



Prepared by:
FACILITIES & FLEET DIVISION
851 LOW GAP ROAD
UKIAH, CA 95482

BID# 001-25

Date of Issue
January 21, 2025

SECTION 00 50 00

AGREEMENT FOR LUMP SUM BID

THIS AGREEMENT made effective on the date it becomes fully executed by all parties, between the County of Mendocino, hereinafter called COUNTY, and Ferranti Construction, Inc. a California Corporation, hereinafter called CONTRACTOR.

COUNTY and CONTRACTOR, for the consideration described below named, agree as follows:

FIRST: THE CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the **Electric Vehicle** Charging Parking Stalls Project, in accordance with the contract documents, including the Addenda thereto, all as adopted by COUNTY.

SECOND: The work under this contract described below shall be completed within one hundred twenty (120) calendar days from the date of the "Notice to Proceed".

THIRD: The Contract consists of the following documents, all of which are fully a part hereof as if herein set out in full, whether or not hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Bidding Documents
4. Agreement
5. General Conditions
6. Unforeseen Physical Conditions
7. Summary of Work
8. Temporary Facilities and Building Services
9. Project Plans and Drawings
10. Technical Specifications
11. Addendum to the Bid

FOURTH: COUNTY shall pay to CONTRACTOR, if CONTRACTOR is successful bidder, as full consideration for the faithful performance of the Contract the sum of:

Five Hundred Sixty-Six Thousand Nine Hundred and Seventy-Six Dollars and Eighty-Five Cents (\$566,976.85)

This sum constitutes the total base bid and the following allowance:

Allowance No #01 Unforeseen Conditions: Twenty Thousand Dollars (\$20,000.00)

Payment shall be made each month to CONTRACTOR in accordance with and subject to the provisions embodied in the Documents made a part of this Contract.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle

DEPARTMENT HEAD DATE

03/24/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 1710

Line Item: 864360 CI071

Grant: ☒ Yes ☐ No

Grant No.: ARV-22-003

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 4/3/2025

NAME AND ADDRESS OF CONTRACTOR:

Ferranti Construction, Inc. a California Corporation

P.O. Box 259

Redwood Valley, CA 95472

COUNTY OF MENDOCINO

By: [Signature]

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025

By signing the 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: [Signature]
Deputy 04/22/2025

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 04/22/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]

COUNTY COUNSEL

Date: 03/24/2025

INSURANCE REVIEW:

By: Darcie Antle

Risk Management

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: _____

SECTION 00 00 20

PROJECT DIRECTORY

PROJECT: Electric Vehicle Charging Parking Stalls Project
501 Low Gap Rd.
727 South State Street
Ukiah, CA 95482

OWNER: County of Mendocino
851 Low Gap Road
Ukiah, CA 95482
(707) 234-6050

AGENT: County of Mendocino
Executive Office
Facilities and Fleet Division
851 Low Gap Road
Ukiah, CA 95482
Office: (707) 234-6058
Mobile: (707) 380-3223
vierak@mendocinocounty.gov
Kirk Viera, Facility Project Specialist I

ARCHITECT: EVA Green Power
2445 Impala Drive
Carlsbad, CA 92010
(760)889-8664
www.evagreenpower.com

SECTION 00 00 50

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003070	Non-Collusion Affidavit
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004300	Subcontractor Listing Form
005010	Workers Compensation Certification
005100	Contractor Guarantee
007000	General Conditions
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008510	Drawing Index

DIVISION 1 - GENERAL REQUIREMENTS

010100	Summary of Work
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012100	Allowances
013000	Administrative Requirements
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346013	EV Charging Stations
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ADDITIONAL INFORMATION

	ChargePoint Specifications
	501 Low Gap Special Inspection
	727 South Main Special Inspection
	Structural Calculations

END OF SECTION



COUNTY OF MENDOCINO
Executive Office
Facilities & Fleet Division

DARCIE ANTLE
Chief Executive Officer
Clerk of the Board
Purchasing Agent

851 Low Gap Road
Ukiah, CA 95482

Email: facilities@mendocinocounty.gov

Office: (707) 234-6068

COUNTY OF MENDOCINO ♦ BID ADDENDUM

Electric Vehicle Charging Stations BID No. 001-25
501 Low Gap Road & 727 South State Street

Addendum No.	02
Addendum Issue Date:	March 10, 2025
Bid Issue Date:	January 21, 2025
Bid Opening Date:	March 13, 2025

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

Global

- Bidder Question:** Will the COUNTY allow the conduit to be installed from the transformer to switchboard using a horizontal directional drilling method instead of open trench?

County Response: Yes, the County will allow Directional Boring with the following specifications: Conduit shall be Schedule 40, maximum 36° bends, 4" mandrel must be able to pass through going both directions, Conduit shall be a minimum of 48" deep to top of conduit, Mule-Tape (pull tape) shall be installed.
- Bidder Question:** Will a special compaction test be required?

County Response: Yes, the City of Ukiah utility installation requires compaction testing and inspection by the City Engineer. Trench patching in paved areas requires compaction testing. The County will retain a firm for special inspection and testing.
- Bidder Question:** Can the new ADA parking areas at both locations be installed in concrete instead of asphalt?

County Response: The contractor has the option to install ADA parking areas in concrete or asphalt. Patch asphalt to new concrete for a smooth transition.
- Bidder Question:** The Plans do not show any Bollards for the 501 Low Gap site. Will there be additional Bollards at the 501 Low Gap site?

County Response: See revised sheets E-201 and City of Ukiah installation plan for bollard requirements.

5. **Bidder Question:** The Bid Form Section 00-31-00 page 1 of 2 shows a \$20,000 allowance. Will this sum need to be included in the total base bid or will it be added to the total base bid.

County Response: The \$20,000 allowance is intended for unforeseen conditions. The project will be awarded based on Total Base Bid without consideration of the allowance. See Instruction to Bidder Section 00-10-00 Page 2 of 5 paragraph 1.5 Award or Rejection of bids. The County may add the allowance to the Total Base Bid in awarding the contract.

501 Low Gap Road

6. **Bidder Question:** How is power provided to the Juvenile Hall during the installation of the transformer?

County Response: The Juvenile Hall Facility needs to maintain electrical power. The County will provide a portable generator on site. The Contractor will be responsible for connecting and operating the generator during the time the panel is off line, coordinate with the County.

7. **Bidder Question:** The Sidewalk area has several lifted and uneven trip hazard areas. Does the county want the entire sidewalk area to be demolished?

County Response: Yes, refer to revised sheet 501 Low Gap Road E-201.

8. **Bidder Question:** How will the Contractor address the existing water lines that are in the location of the trenching for the new Transformer?

County Response: The Contractor will need to dig under the existing water line. Hand digging is advised. The contractor is responsible for any damage to the water line.

9. **Bidder Question:** The Sheet note on E-201 states Utility primary TBD in field, Sheet E-401 – Note 1 says to assume 200' for the primary run. Please clarify primary conduit requirements.

County Response: Refer to City of Ukiah installation plans for utility requirements that are noted as the Contractor's Responsibility.

727 South State Street.

10. **Bidder Question:** Details show the EV concrete pedestals flush with the asphalt. The asphalt parking lot has a slope, so are the pedestals going to be raised above the asphalt?

County Response: The Concrete pedestal shall be level with the high point of the slope. Chamfer exposed edges of the concrete pedestals.

11. **Bidder Question:** Can the canvas shade system be removed between the two buildings at 727 S State Street?

County Response: Yes, the shade system between the two buildings can be temporarily removed. The contractor is responsible to replace the system to its original or better condition.

12. **Bidder Question:** The Handicap stalls show a 6" curb. Will this be in front or behind the Charging Stations?

13. **County Response:** For the ramp at the ADA, see Detail 7 Sheet A1.3. The curb is less than 6". The Charging Station will be mounted at the lower elevation. The Contractor will need to build with width and slope constraints in mind.

ADDITIONAL INFORMATION

Replace the following existing 501 Low Gap plan sheets with the following attached revised plan sheets:

501 Low Gap Road E-201 - Power Plan

501 Low Gap Road E-501 – Equipment and Electrical Details

Replace the following existing 727 South State Street plan sheets with the following attached revised plan sheets:

727 South State Street E-201– Power Plan

727 South State Street E-501– Equipment and Electrical Details

All other specifications remain in full force and effect.

Bidders are reminded that they shall complete the Addenda Acknowledgement on the Bid Form. Failure to do so may result in disqualification of the submitted bid.

Any questions or concerns regarding this matter should be directed to **Kirk Viera**, Facilities Project Specialist, at vierak@mendocinocounty.gov Office (707) 234-6058 Mobile (707)380-3223





COUNTY OF MENDOCINO EV CHARGERS
501 LOW GAP ROAD
UKIAH, CA 95482

001 LOW GAP ROAD
UKIAH, CA 95482[illegible]

SHEET NAME:
EQUIPMENT AND
LEC. DETAIL
SHEET NUMBER:
F-501

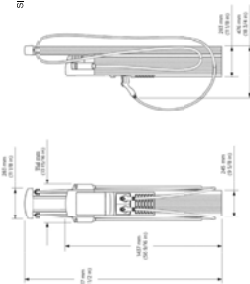
-charge point:

ChargePoint® AC Commercial Station

Specifications and Ordering Information



Qualitative research is a research method that involves the collection and analysis of non-numerical data. It is used to explore and understand the meanings, experiences, and perspectives of individuals or groups. Qualitative research is often used in social sciences, health care, and education to gain insights into human behavior and social phenomena.



SINGLE PORT —
PEDESTAL

SP1000 AC Commercial Station Specifications

Architectural Drawings and Dimensions

Co-located Activities

SP1000 AC Commercial Station Specifications

General Specifications

Electrical input

The CP6000 AC Commercial Station supports flexible electrical input/output settings up to 60A to fit your fueling needs, whether for a workplace, multi-family buildings or other applications.

Power Solid allows stations to be installed and configured for current lower than the maximum 80A. Power Solid current options include 16A, 24A, 32A, 40A, 48A, 50A, 56A, 64A, and 72A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Station.

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CPM6000 AC Commercial Station Specifications

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ChangePoint, Inc. | Copyright © 2023

Expected ACS Commensurate Question Specifications

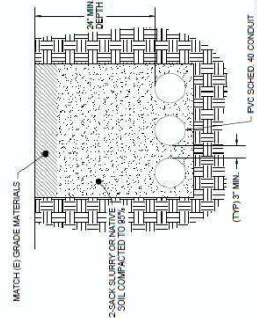
Key Institute 1001 21st Avenue East, Suite 100, Denver, CO 80202

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ThermoFisher Inc. | Copyright © 2023

STUDIES ARE CONDUCTED BY THE BUREAU OF THE

Strain Surge Protection	<p>8 kV @ 1000A – Surge protection at the service panel is recommended.</p> <p>ICG Per V-1 ClassB</p> <p>Operating Temperature -40°C to 50°C (-40°F to 122°F)</p> <p>Non-Operating Temperature -60°C to 80°C (-48°F to 167°F)</p> <p>Maximum Flood 100% (211°F)</p> <p>Temperature Rating Operating Humidity Up to 85% @ 30°C (122°F) non-condensing</p> <p>Non-Operating Humidity Up to 85% @ 30°C (122°F) non-condensing</p>
-------------------------	--



PVC SCHED. 40 CONDUIT
PROVIDE QTY. OF CONDUITS AS REQ.

○ <60V CONDUIT TRENCH

ChangePoint, Inc. | Copyright © 2023

EV CHARGER SPECIFICATION: CHARGEPOINT CP6000, 80A

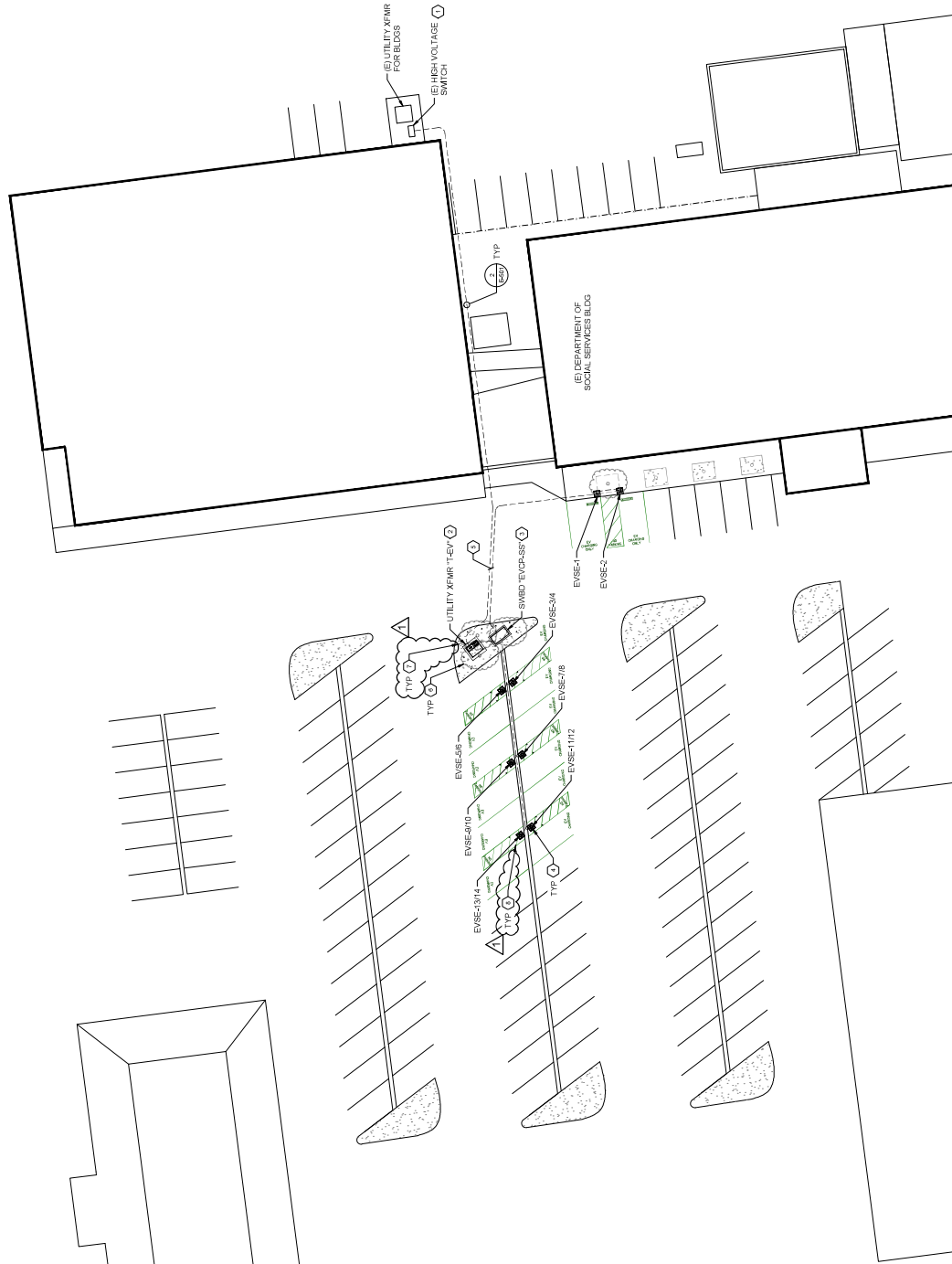
EV CHAR

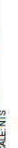
SHEET NOTES:

1. REFER TO SINGLE LINE DIAGRAM ON SHEET E-01 FOR ADDITIONAL INFORMATION.
2. CONDUIT ROUTING IS DIAGRAMATIC. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ELECTRICAL EQUIPMENT AND RISEWAYS TO FIELD CONDITIONS.
3. FOR EVSE AND ELECTRICAL EQUIPMENT MOUNTING DETAILS, SEE SHEET A-1.3.
4. FOR ALL REQUIRED SITE MODIFICATIONS RELATED TO EV CHARGER INSTALLATION, SEE SHEET A-1.1.3.
5. EV CHARGER INSTALLATION INSTRUCTIONS SHALL BE AVAILABLE TO THE SITE FOR BUILDING DEPARTMENT INSPECTIONS.

KEY NOTES:

1. UTILITY POC FOR XFMRT "EVEY" COORDINATE WITH CITY OF UNIAH FOR ANY CHANGES TO THE INSTALLATION FOR ADDITIONAL REQUIREMENTS.
2. PROVIDE CONCRETE PAD FOR XFMRT TRANSFORMER PER UTILITY SPECIFICATIONS. UTILITY TO PROVIDE AND INSTALL NEW TRANSFORMER.
3. PROVIDE SERVICE RATED SWITCHBOARD ON CONCRETE PAD PER 10A1.3.
4. PROVIDE EVSE, PEDESTAL AND CONCRETE PAD PER 3A1.3. CONTRACTOR SHALL INSTALL CUSTOM DECALS PROVIDED BY THE OWNER.
5. MAINTAIN MINIMUM 6" SEPARATION BETWEEN HIGH VOLTAGE AND LOW VOLTAGE CABLES. USE OF A SHARED FRENCH IS ACCEPTABLE.
6. EXISTING TREES IN CONFLICT WITH EQUIPMENT AND RACEWAY INSTALLATION SHALL BE REMOVED AS REQUIRED.
7. PROVIDE BOLLARDS FOR ELECTRICAL EQUIPMENT PER CITY/UTILITY REQUIREMENTS.
8. PROVIDE BOLLARDS FOR EVSE PER DETAIL 12A1.3.







COUNTY OF MENDOCINO
Executive Office
Facilities & Fleet Division

DARCIE ANTLE
Chief Executive Officer
Clerk of the Board
Purchasing Agent

851 Low Gap Road
Ukiah, CA 95482

Email: facilities@mendocinocounty.gov

Office: (707) 234-6068

COUNTY OF MENDOCINO ♦ BID ADDENDUM

Electric Vehicle Charging Stations Project No. 001-25
501 Low Gap Road & 727 South State Street

Addendum No.	01
Addendum Issue Date:	February 14, 2025
Bid Issue Date:	January 21, 2025
Bid Opening Date:	March 13, 2025

THE BID DATE HAS BEEN CHANGED TO MARCH 13, 2025, AT 2:00 PM.
See item B below.

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

A) BIDDERS QUESTIONS:

- Bidder Question:** Is there a designated staging area for contractor's equipment where it can be protected by temporary fencing?

County Response: Areas available for staging will be determined at the Pre-Construction meeting.
- Bidder Question:** Sheet E201 Indicates work by the City of Ukiah Utility at Transformers. What will the contractor be responsible for at these locations?

County Response: See attached City of Ukiah Utility work plans for each site for the scope of work required by the contractor.
- Bidder Question:** Will the Transformer need to be moved to replace the existing concrete pad?

County Response: **No**, the new transformer will have the same footprint as the existing transformer.
- Bidder Question:** How does the contractor gain access between the building where the trenching will take place? Can fencing panels be removed?

County Response: The County will provide a temporary lock for the contractor to gain access during the construction process.

B) CHANGES TO THE SPECIFICATIONS

1. REPLACE

a. SECTION 00 02 00 – NOTICE INVITING BIDS

Page 1, Paragraph 1 shall be replaced by the following:

- i. "Notice is hereby given that sealed bids will be received at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the General Services Agency Office, on **March 13, 2025**, and then publicly opened and read aloud in the General Service Agency Conference Room, 841 Low Gap Road, Ukiah, California for the following project:"

2. REPLACE

a. SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS

Page 1, Number 1.1 BID RECEIVED, Item A shall be replaced by the following:

- i. "Sealed bids for the **Electric Vehicle Charging Parking Stalls Project (BID 001-25)** will be received at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the General Service Agency Office, on **March 13, 2025**, and then publicly opened and read aloud in the General Service Agency Conference Room, 841 Low Gap Road, Ukiah, California."

ADDITIONAL INFORMATION

See the attached City of Ukiah Plan Sheets for 501 Low Gap Road and 727 South State Street.

All other specifications remain in full force and effect.

Bidders are reminded that they shall complete the Addenda Acknowledgement on the Bid Form. Failure to do so may result in disqualification of the submitted bid.

Any questions or concerns regarding this matter should be directed to **Kirk Viera**, Facilities Project Specialist, at vierak@mendocinocounty.gov or office: (707) 234-6058 Mobile (707) 380-3223

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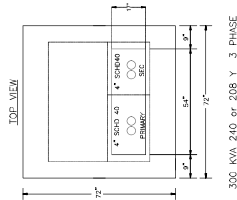
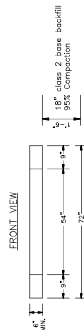
NOT IN ROADWAY

NOT IN ROADWAY

- ELECTRIC UNDERGROUND CONSTRUCTION GENERAL NOTES

- All remaining, including, and installation of these shunt reactors shall be in accordance with City of Utah Electric Departments current standard practices. The Contractor is to make transformer pads, conductors, and pull boxes street light bases and standards, pull-up, and all associated material. Contractor shall provide concrete for transformer pads. After payment of electric construction costs, the City of Utah Electric Department will install cables, transformers, street light standards and lights. The City shall make all other arrangements for the project.
- It is the Contractor's responsibility to have the installations inspected and approved by a City of Utah Electric Utility Department project manager prior to finalising. A minimum 24-hour notice is required.
- As a condition precedent to verify the precise locations of all underground facilities prior to the start of construction, Call Underground Service Alert (USA) 888 in accordance with 4-800-525-4244. A contractor shall not be deemed negligent unless the owner fails to give written confirmation. The contractor must follow all USA rules. The Contractor is responsible for marking or replacing all damaged construction to original condition, such as gas, water, sewer, landscaping, retaining walls, etc. and restoring to original or better condition.
- City of Utah (contractor) shall furnish and connect to the transformer. (Contractor can provide and connect to transformer.)

SCALE: N.T.S.




NOTES:

1. USE CLASS B CONCRETE WITH 6" X 6" WWM
2. USE CLASS 2 BASE UNDER PAD AS BACKFILL. COMPACT BASE TO 95% COMPACTION

Commercial Service Size	Number of Constructors	Constructor Size (KLOC or AWG)	Number of Confites	Blow2
200A	4	40 AL 500V	1-3 SCH 40	4-36" Min. SCH 40
400A	4	500 NCM AL 600V	4-1 SCH 40	4-36" Min. SCH 40
600A	4	500 NCM AL 600V	4-1 SCH 40	4-36" Min. SCH 40
800A	4	500 NCM AL 600V	3-4 SCH 40	4-36" Min. SCH 40
1000A	4	500 NCM AL 600V	4-1 SCH 40	4-36" Min. SCH 40
1200A	4	500 NCM AL 600V	4-1 SCH 40	4-36" Min. SCH 40
1600A	4	750 NCM AL 600V	6-2 SCH 40	5-36" Min. SCH 40
2000A	4	750 NCM AL 600V	6-2 SCH 40	5-36" Min. SCH 40

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 City of Utah ELECTRIC UTILITY DEPARTMENT	DATE		SB	SB	SB	0
	3/19/2024		DESIGNED	DRAWN	CHECKED	REVISION
					AS BUILT	
	APPROVED BY:					
No.		TITLE:		REVISIONS		
		JUVENILE HALL EV CHARGER LOCATION		DATE		
				DWS BY		
				W.O. NUMBER		
				GRID 01		
				SCALE N.T.S.		
				DWG No. 0801		
				SHEET 2 of 2		

YOKAYO CENTER STATE ST EV CHARGER

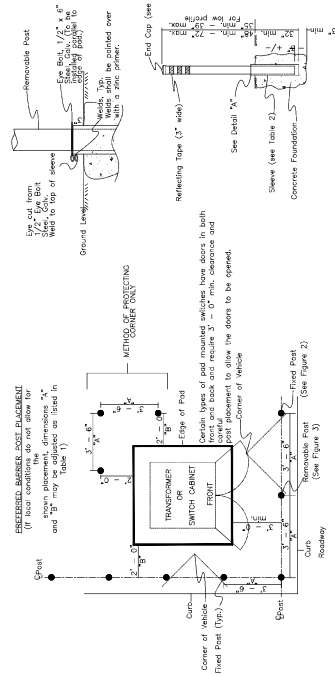


Contractor's Responsibility:

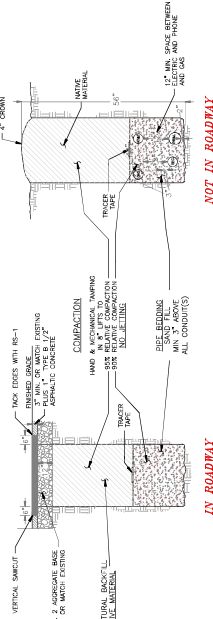
- Locate existing City of Utah owned Pedestal.
 - Contractor to install new conduit into the Pedestal with a Journeyman Lineman present.
 - Trench and install 1-4" SCHD 40 conduit from the (E) Pedestal location to the new 150 kVA transformer location.
 - Conduit to be stubbed up on the Primary side of the new transformer.
- At the new transformer location, pour a new concrete pad for the new transformer, specifications on this page.
- From the secondary side of the new transformer, trench and install 4-4" SCHD 40 conduits to the new switchgear location.

City of Utah Electric Utility to:

- Standby while any and all work is done in or near energized equipment. Run and install all conductor from pad to transformer
- Installation of the new 150 KVA 120/208V transformer and install all conductor from transformer to switchgear.
- Do all connections necessary to make ready and energize.



TRENCH DETAILS



TRENCH SPECIFICATIONS

- CONFORM TO THESE SPECIFICATIONS AND REQUIREMENTS OF THE CITY ENGINEER.
- CONFORM TO SECTION 19-4, "CONNECTION" OF CALTRANS STANDARD SPECIFICATIONS, THESE PLANS, AND REQUIREMENTS OF THE CITY ENGINEER.
- AGGREGATE SUBBASE, CLASS 3, CONFORM TO SECTION 25, "AGGREGATE SUBBASES", OF CALTRANS STANDARD SPECIFICATIONS. SUBJECT TO CITY ENGINEER'S INSPECTION AND APPROVAL. IF EXISTING MATERIAL IS INSUFFICIENT IN QUANTITY OR QUALITY USE CLASS 3 AGGREGATE SUBBASE.
- AGGREGATE BASE, CLASS 2, CONFORM TO SECTION 26, "AGGREGATE BASES", OF CALTRANS STANDARD SPECIFICATIONS.
- ASPHALT CONCRETE, TYPE B, CONFORM TO SECTION 30, "ASPHALT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- FOO SEAL COAT, CONFORM TO SECTION 37, "BITUMINOUS SEAL", OF CALTRANS STANDARD SPECIFICATIONS.
- CONCRETE, CLASS B, CONFORM TO SECTION 30, "PORTLAND CEMENT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- TRAFFIC STRESS, CONFORM TO SECTION 84, "TRAFFIC STRESS AND PAVEDMENT MAINTENANCE", OF CALTRANS STANDARD SPECIFICATIONS. USE NO. 2 BACING, SECTION 84, "SIGNALS AND LIGHTING", OF CALTRANS STANDARD SPECIFICATIONS.
- ROCK BENCH, CONFORM TO SECTION 72, "SLOPE PROTECTION", OF CALTRANS STANDARD SPECIFICATIONS. USE NO. 2 BACING, SECTION 84, "SIGNALS AND LIGHTING", OF CALTRANS STANDARD SPECIFICATIONS.
- EXISTING ASPHALT CONCRETE SHALL BE REMOVED AND REPAVED IN ALL LOCATIONS WHERE A 3" MINIMUM BETWEEN SMOOT AND LP OF OUTER OR SMOOT TO SMOOT CANNOT BE OBTAINED.

ELECTRIC UNDERGROUND CONSTRUCTION GENERAL NOTES

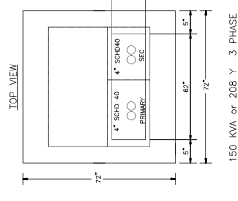
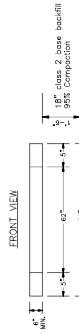
- All trenching, backfilling, and installation of electric structures shall be in accordance with City of Utah Electric Department's current, standard practices. The Contractor is to follow the City of Utah Electric Department's standards, pull-in logs, and all associated material. Contractor shall provide concrete for transformer pads, street light bases, sweep performance and other applications as required.
- After payment of electric construction costs, the City of Utah Electric Department will install cable, transformers, street light standards and lights. The City shall make all street light bases, sweep performance and other applications as required.
- It is the Contractor's responsibility to have the installations inspected and approved by a City of Utah Electric Utility Department project manager prior to backfilling. A minimum 24-hour notice is required.
- As an additional condition of the contract, the Contractor shall be responsible for all utility work and shall be responsible for the cost of any damage to the City of Utah Electric Utility Department's property. The Contractor shall be responsible for the cost of any damage to the City of Utah Electric Utility Department's property. The Contractor shall be responsible for the cost of any damage to the City of Utah Electric Utility Department's property.
- If during construction the approved plans cannot be followed, the City of Utah Electric Utility Engineering Department Project Manager must approve any changes.
- The Contractor is responsible for repairing or replacing all damage during construction to asphalt, concrete, curb, gutter, sidewalk, landscaping, retaining walls, etc., and advance written notice to the City of Utah Electric Utility Engineering Department Project Manager prior to backfilling. A minimum 24-hour notice is required.
- Trench backfill shall conform to City of Utah standard trench detail and compaction requirements. (Copies are available upon request.)
- Shoring shall be in accordance with the Construction Safety Orders of the Division of Occupational Safety and Health.
- Minimum Conduit Size - 3" Schedule 40 (2" Schedule 40 for 24" minimum depth, with approval of Electric Department) with 24" Min. radius, 120/240 to 400A Service is used. Minimum conduit size 3", 40 AL TX.
- NOTE: Maximum of three 90-degree Elbows per run or 270 degrees of bend.
- Minimum Conduit: Primary - 4" Sch 40 with 36" Min. radius, Sch 40 Elbows, Secondary - Sch 40 per chart below. Any primary or secondary conduit rising above ground shall be Schedule 80.

Commercial Service Size	Number of Conductors	Conductor size (KCMIL or AWG)	Elbows/2
200A	4	40 AL 600V	3-36" Min. SCH 80
400A	4	500 KCM AL 600V	4-36" Min. SCH 80
600A	4	500 KCM AL 600V	4-36" Min. SCH 80
800A	4	500 KCM AL 600V	4-36" Min. SCH 80
1000A	4	500 KCM AL 600V	4-36" Min. SCH 80
1200A	4	500 KCM AL 600V	4-36" Min. SCH 80
1600A	4	750 KCM AL 600V	5-36" Min. SCH 80
2000A	4	750 KCM AL 600V	5-36" Min. SCH 80

- NOTES:
- Minimum of three 90-degree elbows or 270 degrees of bend per conduit run.
 - Elbows shall be Schedule 40 (2" Schedule 40 for 24" minimum depth, with approval of Electric Department) with 24" Min. radius.
 - 24" elbows are acceptable in certain cases with approval of City of Utah.
 - All commercial services shall have a steel block bypass per EUSERC Specification.
 - All commercial services shall have a steel block bypass per EUSERC Specification.
 - Contractor shall supply the technical drawings that include the EUSERC numbers for each cabinet of the proposed switchgear and panels. EUSERC does not allow source and load power (voltage and amperage) to converge at the same space.
 - Steel Light Conduit - 1" PVC Conduit Type DSA-120 minimum. Bends and sweeps shall be 24" minimum radius. 75-84 are required for straight runs.
 - Conduit pull tape shall be a minimum of 2500 lb. tensile strength and shall have torque markings.
 - Conduit shall be installed in accordance with the City of Utah Electric Department's standards.
 - 34 conduits and 3 bags for 60 conduits. The amount of bags may be increased in field by PM, if required.

TRANSFORMER PAD DETAIL

SCALE: N.T.S.



150 KVA or 208 V 3 PHASE

NOTES:

- CONDUIT SIZE AND TOTAL AMOUNT VARY PER PROJECT
- USE CLASS 2 BASE UNDER PAD AS BACKFILL.
- COMPACT BASE TO 85% COMPACTION.

REVISIONS	DATE	BY	APPD
W.O.	NUMBER		
GRD	01		
SCALE	N.T.S.		
DWG. No.	0601		
SHEET	2	of	2

TITLE	DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	REVISION
STATE STREET EV CHARGER LOCATION	3/19/2024	SB	SB			0

CITY OF UTAH	ELECTRIC UTILITY DEPARTMENT	

SECTION 00 02 00

NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the General Services Agency Office, on February 19, 2025, and then publicly opened and read aloud in the General Service Agency Conference Room, 841 Low Gap Road, Ukiah, California for the following project:

Electric Vehicle Charging Parking Stalls Project (BID 001-25)

Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids: <https://www.mendocinocounty.org/departments/general-services/central-services/open-rfp-quotes-bids>. Additionally plans and documents have been distributed to builder's exchange plan rooms throughout Northern California.

Bids shall be made on the form provided in this Manual and accompanied by a form of bid security as provided in Section 001000 Instructions to Bidders.

The successful Bidder will be required to furnish a Labor and Material Bond, and a Performance Bond as required in Section 001000 Instructions to Bidders.

Bidders' attention is called to Instruction to Bidders and other related documents in this Manual for full directions and information as to bidding and other requirements.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference and site inspection will be held on:

February 5, 2025, at 1:00 p.m. at 501 Low Gap Road, Ukiah, CA 95482

February 5, 2025, at 2:00 p.m. at 727 South State Street, Ukiah, CA 95482

PAYMENT OF PREVAILING WAGES

Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater than \$1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

CONTRACTOR REGISTRATION

Per Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

CERTIFIED PAYROLL RECORDS

Per Labor Code Section 1776 each contractor and subcontractor shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Per SB 854 contractors and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.

EMPLOYMENT OF APPRENTICES

Each contractor and subcontractor performing work in an apprenticeable craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.

MENDOCINO COUNTY BUSINESS LICENSE

Pursuant to Mendocino County Code Chapter 6.04 – Business Licenses, at the time of contract award, the contractor shall supply a copy of their current County of Mendocino business license.

LAWS AND GOVERNANCES

In the performance of the work contemplated by this contract, the contractor shall conform to and abide by all labor requirements and provisions of State and Federal Laws and City and County Ordinances and Regulations which may in any manner affect those engaged or employed on the work project, including but not limited to the overtime provisions of the Labor Code section 1813 and 1815 of the State of California.

Federal Laws, including The Davis-Bacon Act and The Americans with Disabilities Act of 1990, are applicable to the project.

END OF SECTION

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

- A. Sealed bids for the **Electric Vehicle** Charging Parking Stalls Project (BID 001-25) will be received at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the General Service Agency Office, on February 19, 2025, and then publicly opened and read aloud in the General Service Agency Conference Room, 841 Low Gap Road, Ukiah, California.
- B. Late bids will not be accepted. It is Bidder's responsibility to ensure that its bid is delivered and received at the location noted above on or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

The license required for this Project is a California Contractor A General Engineering and/or a C-10 Electrical.

1.3 BIDS AND BID SECURITY

Bids, to be considered, must be in accordance with the following instructions:

- A. Bids must be submitted on the bid form provided in this Manual, properly and completely filled out with numbers stated both in writing and in figures and with signatures of all persons signing in longhand/cursive.
- B. The completed form shall be without erasures or interlineation and shall not contain recapitulations of the work to be done.
- C. A Bidder's Bond, Certified Check or Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount shall accompany each bid. The above-mentioned bid security shall be given as a guarantee that the Bidder shall execute the contract if it be awarded to it in conformity with the contract documents and shall provide the surety bond or bonds required, sign the contract and commence work as set forth in the contract documents. Such guaranty to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.
- D. Responsive Bids shall include completed and executed copies of the following sections if included in the project Manual:
 - a. 001200 Qualification Application
 - b. 003070 Non-Collusion Affidavit
 - c. 003100 Bid Form
 - d. 004300 Subcontractor Listing Form

1.4 SUBCONTRACTORS LISTED

- A. In accordance with California Public Contract Code Sections 4100 et seq., inclusive, each bidder shall provide a list of subcontractors (Section 00430), giving the name and location of place of business and contractor's license number of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each instance, the nature and portion of the work to be subcontracted shall be described.
- B. Failure of Bidder to specify a subcontractor for any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total contract price constitutes an agreement for Bidder to perform that portion of the work itself. After bids are opened, no subcontractor may be designated or substituted except as provided for in Sections 4107 et seq. of the Public Contract Code.
- C. All Bidders must supply with their Bids the required information on all subcontractors who will perform any portion of the work including labor, rendering of service or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent (0.5%) of total bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

1.5 AWARD OR REJECTION OF BIDS

The contract shall be awarded to the lowest responsible bidder complying with these instructions, provided the bid is deemed reasonable and in the best interest of the County of Mendocino. The County reserves the right to reject any and all bids, and to waive any informality on bids received whenever the rejection or waiver is in the best interest of the County. The competency and dependability of the bidders will be considered when making the award.

- A. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if this bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: [check one].

- ☒ 1. The lowest bid shall be the lowest bid price on the total base bid contract without consideration of the prices on allowance, additive or deductive items.
- 2. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Form as being used for the purpose of determining the lowest bid price.
- 3. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

4. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph 1. shall be used to determine the lowest bid.

- B. Notwithstanding the method used by the County to determine the lowest responsible bidder, the County retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.
- C. The award of the contract, if awarded, is expected to be made within thirty (30) days and in no event any later than eighty (80) days after the bid opening. After the award, County shall notify the successful Bidder in writing, and forward with the notification original contracts for Bidder's execution. Within eight (8) working days after such notification, the successful Bidder shall return the signed contracts to County, accompanied by all required Surety Bonds, insurance policies and endorsements.

1.6 TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified in the written "Notice to Proceed" from County and to fully complete the project within one hundred twenty (120) calendar days from date of the written "Notice to Proceed".

1.7 ADDENDUM

Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by the County shall become part of the agreement. Questions to be considered for inclusion in an addendum must be in writing and in the hands of County not less than seven (7) days prior to bid opening date.

1.8 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a Bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their intent, it should at once notify County, which will then send responsive written instructions in the form of addenda to all Bidders. The county will not be responsible for any oral instructions. Any verbal conversations with County during the bidding period are not to be construed as instructions. Any changes in the Contract documents will be issued by written addendum only.

1.9 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of the bid opening.

1.10 BONDS

Successful Bidder is required to furnish a Labor and Material Payment Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the contract price. Said Bonds shall be obtained from a surety company satisfactory to County and the Bonds shall be submitted on the bond forms provided in section 00 61 13.

1.11 SUBSTITUTIONS

Any substitution shall be made in accordance with instructions contained in Section 007000 – General Conditions included herein. Questions concerning substitutions will not be entertained during the bidding period.

1.12 SUBSTITUTION OF SECURITY

Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for retention money withheld by the County to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the County.

1.13 LIQUIDATED DAMAGES

In case of failure on the part of Contractor to complete the work within the time stipulated plus any duly authorized extension of time granted in writing by County, Contractor shall pay to County the sum of \$250.00 per calendar day for each day's delay beyond the time prescribed as liquidated damages, but not as a penalty. The language in the paragraph of the General Conditions entitled "Time of Completion and Liquidated Damages" is incorporated herein.

1.14 BIDDER'S QUALIFICATIONS

- A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 et seq. of the Business and Professions Code.
- B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.
- C. Bidders and their subcontractors may be required to furnish evidence satisfactory to County that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.
- D. No person, firm or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against County or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.
- E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which has subsequently proven false, shall be considered non-responsive and shall be rejected by County.

- F. The work to be performed under this contract is of a very specialized nature. It is the desire of the County to secure the best work attainable and to maintain a very critical and condensed schedule. Bidders considered for the award will be limited to those firms who can show to the satisfaction of County that they have the facilities and experience necessary to perform the required construction in accordance with specifications proposed for this project. The terms under which bidders will be evaluated and the rules that will be applied are attached to this Manual as section 00120 Qualification Application.

1.15 EXAMINATION OF SITE AND DOCUMENTS

By submitting a bid, Bidder agrees and warrants that (1) it has examined the site and all documents, drawings and specifications; (2) it is satisfied that the same are adequate to produce the required results; and (3) its bid covers the cost of all items required in the agreement. The work to be performed includes all of the items mentioned in these specifications and/or as shown on the plans and other documents included as a part of the project.

1.16 ENVIRONMENTAL AND PLANNING CONDITIONS OF APPROVAL

Bidder agrees to perform its work in conformance with all environmental and planning conditions of approval applicable to the project. Bidders' attention is directed to specification section 008010 Supplementary General Conditions and the source documents for specific conditions of approval

1.17 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

1.18 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with County at a mutually convenient time.

END OF SECTION

SECTION 00 12 00

QUALIFICATION APPLICATION

The information contained in this Application is confidential and is for the sole use of County in evaluating the qualifications of Bidder. Only the information below ("Contact Information") is considered public information.

CONTACT INFORMATION

Firm Name (as it appears on license): FERRANTI Const INC.

Check one: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

Contact Person: DON FERRANTI JR

Address: P.O. Box 259 Redwood VALLEY CA 95470

Phone: 707-485-0095 Fax: 707-485-0918

If the firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

License No.	Classifications	Expiration	Qualifying Individual
<u>385543</u>	<u>A-B-C8</u>	<u>3/31/2027</u>	<u>DON FERRANTI</u>

DIR Registration Number: 1000 03

Mendocino County Business License No: 12 527

PART I.

ESSENTIAL REQUIREMENTS FOR QUALIFICATION

The Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "no".

The Contractor will be immediately disqualified if the answer to any of questions 4 through 7 is "yes"¹.

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No
 2. Contractor has a liability insurance policy with a policy limit of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
☐ Yes ☐ No
 3. Contractor has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 *et seq.*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement because it has no employees
 4. Has Contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No
 5. Has a surety firm completed a contract on Contractor's behalf, or paid for completion because Contractor's firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
 6. At the time of submitting this qualification form, is Contractor's firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?
☐ Yes ☐ No
- If the answer is "yes", state the beginning and ending dates of the period of debarment:
7. At any time during the last five (5) years, has Contractor's firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

¹ A contractor disqualified solely because of a "yes" answer given to questions 4,5, or 7 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For firms that are corporations:

- 1a. Date incorporated: _____
1b. Under the laws of the State of: _____
1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are partnerships:

- 1a. Date of formation: _____
1b. Under the laws of the State of: _____
1c. Provide all of the following information for each partner who owns ten percent (10%) or more of the firm:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are sole proprietorships:

- 1a. Date of commencement of business: _____
1b. Social security number of company owner: _____

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three (3) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes", explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes", explain on a separate signed page.

4. Are any corporate officers, partners, or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes", explain on a separate signed page.

5. Financial Statements: Does the Contractor have reviewed or audited financial statements for each of the last three years?

☐ Yes ☐ No

6. State Contractor's firm's gross revenues for each of the last three (3) years:

Year	Gross Revenue

7. How many years has Contractor's organization been in business in California as a contractor under its present business name and license number? _____ years.

8. Is Contractor's firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes", please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

Disputes

9. At any time in the last five (5) years, has Contractor's firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If “yes”, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) years, has Contractor’s firm, or any firm with which any of Contractor’s company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of Contractor’s firm held a similar position.
☐ Yes ☐ No

If “yes”, explain on a separate signed page. State whether the firm involved was the firm applying for qualification here or another firm. Identify by name of the company, the name of the person within Contractor’s firm who was associated with that company, the year of the event, the owner of the project, the project, and the basis for the action.

11. In the last five (5) years, has Contractor’s firm been denied an award of a public works contract based on a finding by a public agency that Contractor’s company was not a responsible bidder?
☐ Yes ☐ No

If “yes”, explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between Contractor’s firm and the owner of a project. Contractors need not include information about disputes between its firm and a supplier, another contractor, or subcontractor. Contractor need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner. Also, Contractor may omit reference to all disputes about amounts less than \$50,000.

12. In the last five (5) years, has any claim *against* Contractor’s firm concerning the firm’s work on a construction project been *filed in court or arbitration*?
☐ Yes ☐ No

If “yes”, on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

13. In the last five (5) years, has Contractor’s firm made any claim against a project owner concerning work on a project or payment for a contract and *filed that claim in court or arbitration*?
☐ Yes ☐ No

If "yes", on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Criminal Matters and Related Civil Suits

14. Has Contractor's firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes", explain on a separate signed page, including who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a crime involving federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes", explain on a separate signed page, including who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

16. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes", identify on a separate signed page the person(s) convicted, the court (the county if a state court, the district or location if a federal court), the year, and the criminal conduct.

Bonding

17. If Issued a Notice of Award, can the contractor secure payment and performance bonds within ten (10) calendar days?

☐ Yes ☐ No

Name of Bonding Company:

Name, Address, Telephone# for Surety Agent:

- C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

18. Has Cal-OSHA cited and assessed penalties against Contractor's firm for any "serious", "willful", or "repeat" violations of its safety or health regulations in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, Contractor need not include information about it.

☐ Yes ☐ No

If "yes", attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was/were issued, and the amount of the penalty paid (if any). If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against Contractor's firm in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.

☐ Yes ☐ No

If "yes", attach a separate signed page describing each citation.

20. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor's firm or the owner of a project contracted to Contractor in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.

☐ Yes ☐ No

If "yes", attach a separate signed page describing each citation.

21. How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

22. List Contractor's Experience Modification Rate (EMR) (California's Workers' Compensation insurance) for each of the past three (3) premium years:
NOTE: An Experience Modification Rate is issued to Contractor annually by its workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year previous to previous year: _____

If Contractor's EMR for any of these three (3) years is or was 1.20 or higher, Contractor may, at its discretion, attach a letter of explanation.

Prevailing Wage and Apprenticeship Compliance Record

23. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom the Contractor intends to request the dispatch of apprentices to Contractor for use on any public work project for which it is awarded a contract by the County of Mendocino:

SECTION 00 30 60
ANTITRUST CLAIM ASSIGNMENT

Pursuant to California Labor Code Section 7103.5, the following certification is hereby set forth and made a part of these specifications:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

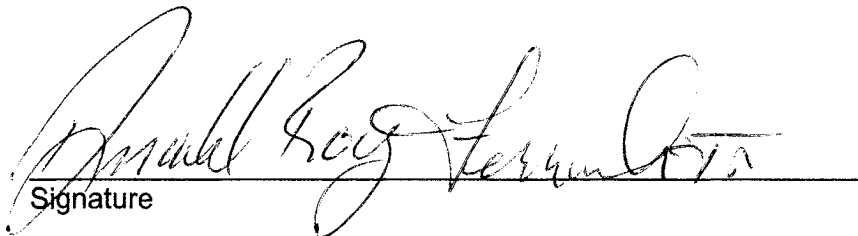
SECTION 00 30 70
NON-COLLUSION AFFIDAVIT

In accordance with California Public Contract Code Section 7106, the following affidavit must be completed by the Bidder:

Non-Collusion Affidavit to be executed by Bidder
and submitted with bid

State of California
County of Mendocino

DONALD FERRANTI JR, being first duly sworn,
deposes and says that he or she is VICE PRESIDENT of
FERRANTI CONST INC. the party making the foregoing bid that the bid
is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not
collusive or sham; that the bidder has not directly or indirectly induced or solicited any
other bidder to put in a false or sham bid, and has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or
indirectly, sought by agreement, communication, or conference with anyone to fix the bid
price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of
the bid price, or of that of any other bidder, or to secure any advantage against the
public body awarding the contract of anyone interested in the proposed contract; that all
statements contained in the bid are true; and, further, that the bidder has not, directly or
indirectly, submitted his or her bid price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee
to any corporation, partnership, company association, organization, bid depository, or to
any member or agent thereof to effectuate a collusive or sham bid.


Signature

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

JURAT

State of California

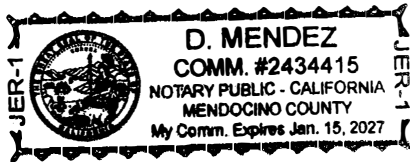
County of Mendocino

Subscribed and sworn to (or affirmed) before me on

18th day of February, 20 05

by Donald Ray Ferrenti, Jr.

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Mendez
Notary Public

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

DATE OF DOCUMENT 2/18/05 TITLE OR TYPE OF DOCUMENT _____

Non - Collusion Affidavit

SECTION 00 31 00

BID FORM

Date Received 3/13/25
Date Opened 3/13/25
Initials WJH

Electric Vehicle Charging Parking Stalls Project
FOR MENDOCINO COUNTY

TO: Honorable Board of Supervisors

It is understood that this bid is based upon completion of the work within the time of completion requirements contained in the Instructions to Bidders.

It is agreed that this bid may not be withdrawn for a period of eighty (80) days from the opening hereof.

The undersigned has carefully checked all its figures and understands that the County will not be responsible for any error or omissions on the part of the undersigned in making up this bid.

If awarded the Contract, the undersigned agrees to complete the Work, one hundred twenty (120) calendar days from the date of Notice to Proceed.

The undersigned, having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, specifications and other contract documents prepared and issued thereof and now on file at the General Services Agency Office, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, equipment, transportation and services necessary to erect and complete in the best workmanlike manner, all as shown and specified.

The following bid amounts are as defined and clarified in the Bids Required portion of these specifications:

BASE BID:

501 Low Gap Road Bid Amount

Dollars (\$ 247,240.20)

727 S Main Street Bid Amount

Dollars (\$ 299,736.65)

TOTAL BASE BID:

Five Hundred Forty Six Thousand Nine Hundred Seventy Six & 85/100 Dollars (\$ 546,976.85)

Allowance: Unforeseen Conditions

Twenty Thousand Dollars

Dollars (\$ 20,000.00)

Name of Bidder Don Ferranti, Jr

MENDOCINO COUNTY

2025-01-21

Bid Form
SECTION 00 31 00
PAGE 1 OF 2

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SALES TAX

All bids shall include the required California State Sales Tax, cost of all bonds and insurance as required and all other items of expense incidental to the contract. The County of Mendocino is exempt from Federal Excise Tax.

A licensed Contractor shall not submit a bid to a public agency unless its Contractor's License number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization FERRANTE Const C

Type of Organization Co
(Corporation, Partnership, etc.)

Address P.O. Box 259 Redwood Valley CA. 95470

Name of State where incorporated CA.

CONTRACTORS LICENSE NO. 385543 EXPIRATION DATE 3/31/2027

☒ Contractor has registered with the State of California's DIR (Department of Industrial Relations) website.

☒ DIR Registration #: 1000000386

☒ Contractor is currently licensed to do business in the County of Mendocino.
Me 7527

ADDENDA: CONTRACTOR TO ACKNOWLEDGE RECEIPT

I have received the following Addenda pertaining to this project and they have been included as part of my bid.

Numbers: 1+2

The undersigned hereby certifies under penalty of perjury that this bid is genuine and not collusive, that all the information is correct and that he/she has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned on making up this bid.

Signature [Handwritten Signature]

SECTION 00 43 00 S

UBCONTRACTORS LISTING FORM

Electric Vehicle CHARGING PARKING STALLS PROJECT

In accordance with the provisions of Section 4100 *et seq.* of the Public Contract Code of the State of California, each bidder shall list below the name, license number, Department of Industrial Relations (DIR) Registration Number, and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each such instance, the nature and portion of the work to be subcontracted shall be described.

PORTION OF WORK	SUBCONTRACTOR'S NAME	CONTRACT LIC. DIR REG #	LOCATION
-----------------	----------------------	----------------------------	----------

Electrical	Bush Electric	1000128295	1481 SOUTHERN BL VIRGINIA CA 95482
Striping	Mendocino striping	1000699239	1875 DANIEL WAY Redwood Valley CA 95470



TOKIO MARINE
HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number: B 831

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Ferranti Construction Inc.
_____, (hereinafter
called Principal), as Principal, and American Contractors Indemnity Company
_____, a corporation organized and existing under the laws of California,
(hereinafter called Surety) as Surety, are held and firmly bound unto County of Merced
_____, (hereinafter called Obligee) as Obligee, in the penal sum of T
_____, percent (10 %) of amount bid not to exceed

Fifty Three Thousand & 00/100 Dollars (\$5) for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit
a proposal to the Obligee on a contract for Electric Vehicle Charging Parking Stalls Project

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure
up to and not exceeding the penal sum of the bond.

Signed and sealed this 4th day of February, 2025.

Principal: Ferranti Construction Inc.

By: _____

Surety: American Contractors Indemnity Company

By: _____

Grey Beth

Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

American Contractors Indemnity Company

801 South Figueroa Street,

Los Angeles, CA 90017

Attention: Nhung H. Saephan

Tel: (310) 649-0990

E-mail: NNguyen@tmhcc.com



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

CINDY BETH

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number BB2024831, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/ 00 (\$3,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

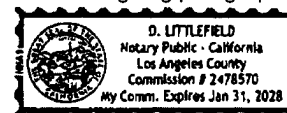
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

D. Littlefield

(seal)

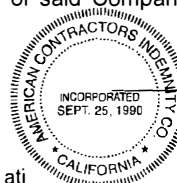


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of February, 2025.

Bond No. BB2024831

Agency No. 2168



Kio Lo
Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more i

ati

HCCSOZZPOAACIC12/2024

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

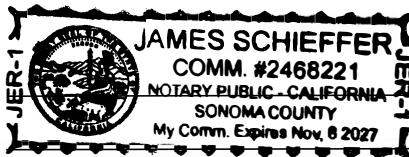
State of California

County of Sonoma

On 2/24/25 before me, James Schieffer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Cin'y Beth
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

James Schieffer

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

SECTION 00 50 10
WORKERS' COMPENSATION CERTIFICATION

Pursuant to California Labor Code Section 1861, the Contractor hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

Contractor Signature _____

SECTION 00 51 00 CONTRACTOR GUARANTEE

Electric Vehicle Charging Parking Stalls Project

The contractor hereby guarantees that the labor and material furnished for this project is in accordance with the drawings, specifications, and applicable building codes. Contractor agrees to repair or replace any or all of the work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from date of acceptance of the above-named project by County without any expense whatsoever to County, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of Contractor's failure to comply with the above-mentioned conditions within fifteen (15) calendar days after being notified in writing by County, Contractor authorizes County to proceed to have said defects repaired and made good at Contractor's expense. Contractor shall honor and pay the costs and charges therefore upon demand.

SIGNED_____

COUNTERSIGNED_____

CONTRACTOR_____

DATED_____

DATE OF BUILDING ACCEPTANCE_____

SECTION 00 61 13
BOND FORMS

MENDOCINO COUNTY
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, _____
whose address is _____ as Principal, and
_____, duly authorized under the laws
of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and
severally held and firmly bound unto MENDOCINO COUNTY, a political subdivision of the State of
California, as Obligee, in the full and just sum of _____
AND 00/100 DOLLARS lawful money of the United States of America, to be paid to the said Obligee,
successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs,
executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that whereas, the above bounden Principal has
entered into a contract, or is about to enter into a contract with the Obligee to do and perform the following
work, to-wit: **Electric Vehicle Charging Parking Stalls** Project as is more specifically set forth in said
contract, to which contract reference is hereby made.

NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every
of the covenants, conditions and requirements of the said contract in accordance with the plans and
specifications, then the above obligation shall be null and void, otherwise is shall remain in full force and
effect.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the agreement
secured by this bond including but not limited to, any extension of time for performance or modifications
in manner of performance which may be agreed upon and between MENDOCINO COUNTY as Obligee
and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or
extensions.

SEALED with our seals and dated this _____ day of _____, 2025.

Principal (contractor)

Surety

By: _____

By: _____,
Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before Notary Public

MENDOCINO COUNTY
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE _____

_____, as Principal, and _____
duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of _____ AND 00/100 DOLLARS

for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with MENDOCINO COUNTY, a political subdivision of the State of California, to do and perform the following work, to-wit: **Electric Vehicle Charging Parking Stalls** Project.

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provender, other supplies, or terms used in, upon for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney's fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between MENDOCINO COUNTY and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

THIS BOND is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those person or their assigns in any suit brought upon the bond.

SEALED with our seals and dated this ____ day of _____, 2025.

Principal (contractor)

Surety

By:

By:

Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before Notary Public

END OF SECTION 00 61 13

SECTION 00 70 00
GENERAL CONDITIONS

1. DEFINITIONS

Whenever in the Specifications and other Contract Documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

- A. "Owner" - Board of Supervisors, County of Mendocino, or its authorized agents or assignees.
- B. "Agent" - The Agent acting for the County, which shall be either the County General Services Agency Director or his/her designee, or the County Executive Officer or his/her designee.
- C. "Contractor" - The person or persons, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the County, as party or parties of the second part or his/her or their legal representatives.
- D. "Specifications" - The directions, provisions and requirements contained in these Specifications as supplemented by the Supplementary Conditions. Whenever the term "These Specifications" is used in this book, it means the provisions as set forth in this book.
- E. "Paragraph" - The particular section of subdivision herein designated by a number.
- F. "Laboratory" - The designated laboratory authorized by the County to test materials and work involved in the Contract.
- G. In the case of conflict between the Standard Specification and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions:
 - A.W.S. American Welding Society
 - A.S.T.M. American Society for Testing Materials
 - A.S.A. American Standard Association
 - N.B.F.U. National Board of Fire Underwriters
 - N.B.S. National Bureau of Standards
 - A.S.M.E. American Society of Mechanical Engineers
 - A.R.I. American Refrigeration Institute
 - N.E.M.A. National Electrical Manufacturers Association
 - U.L. Underwriter's Laboratories
 - E.T.L. Electrical Testing Laboratories
 - A.C.I. American Concrete Institute
 - F.A. Federal Specifications
 - A.I.S.C. American Institute of Steel Construction
- H. The County and the Contractor are those named as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.

- I. When the words "Approved", "Satisfactory", or "Equal", "As Directed", etc. are used, approval by the County is understood.
- J. All Federal, State laws and local laws shall govern the construction of the Contract, and all rules, ordinances and requirements of authorized officials shall be complied with.
- K. It is understood that any reference to the Specifications or designation of the American Society for Testing Materials, Federal Specifications or other standard, code, or order, refers to the most recent or latest amended specification or designation.

2. EXAMINATION OF PLANS AND SPECIFICATIONS

The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications, and Contract forms thereof. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and material to be furnished, and as to the requirements of these Specifications.

3. DRAWINGS AND SPECIFICATIONS

- A. Figured dimensions on the drawings shall govern but work not dimensioned shall be as directed. Work indicated but not particularly detailed or specified shall be equal to similar parts that are detailed or specified, or as directed. Full-size detailed shall take precedence over scale drawings as to shape and details of construction. It is intended that scale drawings, full-size details and specifications should agree but should any discrepancy or apparent error occur in plans and specifications, or should any work of others affect this work, the Contractor shall notify the County at once; if the Contractor proceeds with the work affected without instruction from the County, he shall make good any resultant damage or defect.
- B. All misunderstandings of drawings or specifications shall be clarified by the County, whose decision shall be final.
- C. Any work called for by the drawings and not mentioned in the Specifications, or vice versa, is to be furnished as though fully set forth by both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract.
- D. Lists, rules and regulations referred to are recognized printed standard and shall be considered as one and a part of these Specifications within the limits specified.
- E. "General Conditions" apply with equal force to all of the work, including authorized extra work.
- F. For convenience, the Technical Specifications are arranged in Divisions and further divided into various sections. It is to be understood, this separation is for the convenience of all parties involved and is not to be considered as the limits of the

work required of any separate trade. The terms and conditions of such limitations are wholly between the County and the Contractors during bidding and construction phases, i.e., all work shown, as well as for the proper completion of the project as a whole, shall be coordinated by the Contractor and his Subcontractors during bidding and construction and shall be provided in this Contract.

4. CONDUCT OF WORK

A. The County reserves the right to do other work in connection with the project by contract or otherwise. The contractor shall at all times conduct his work so as to impose no hardship on the County or others engaged in the work. The contractor shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.

B. The Contractor shall provide at his own cost and risk all labor, material, water, power tools, machinery, scaffolding, and framework for the execution of the work. Equipment shall be adequate and as approved.

The Contractor shall obtain all necessary measurements from the work and shall check dimensions, levels, and construction and layout and supervise the construction, for correctness of all of which he shall be responsible.

C. Where work of one trade joins or is on other work, there shall be no discrepancy when same is completed. In engaging work with other materials, marring or damaging same shall not be permitted. Should the improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good without expense to the County.

D. The Contractor must anticipate relation of all parts of the work and at the proper time furnish and set anchorage, blocking or bonding as required. Anchorage and blocking necessary for each trade shall be a part of the same, except were stated otherwise.

E. Assistance required by the County in obtaining measurements or information on the work shall be furnished accurately and fully without cost to the County.

5. OWNERSHIP OF DRAWINGS

All plans and specifications shall remain the property of the County and shall be returned to the office of the County Facilities and Fleet Division Manager or shall be accounted for by the Contractor before the final certificate will be issued.

6. PUBLIC AND COUNTY CONVENIENCE AND SAFETY

The Contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times and of any dangerous conditions until final acceptance of the work by the County.

7. ACCIDENT PREVENTION

- A. It shall be the Contractor's responsibility to keep himself fully informed of all existing and future safety regulations, Codes, OSHA requirements, and other laws and regulations governing the work which may in any manner affect anyone in and around the project or engaged or employed in the work, or materials, equipment, etc. used in the work or which in any way affect the conduct of the work.
- B. The Contractor shall appoint a Safety Officer for the project and submit his name to the County.
- C. The Contractor shall supply the County with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.
- D. The Contractor and his Safety Officer shall be solely responsible for ensuring compliance with those Codes, regulations, OSHA requirements, and for discovering and correcting any code violations or unsafe conditions.
- E. Reports of all lost-time accidents shall be promptly submitted to the Owner, giving all pertinent information.

8. RESPONSIBILITY FOR DAMAGE

The County shall not be answerable or accountable in any manner for: (1) any loss or damage that may happen to the work or any part thereof, for any loss or damage to any of the materials or other things used or employed in performing the work; (2) injury to or death of any person or persons, either workers or the public; (3) damage to property from any cause which might have been prevented by the Contractor or his workers or anyone employed by him. The Contractor shall be responsible for any liability imposed by law for injuries to or death of any person including, but not limited to, workers and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify, save harmless and defend the County of Mendocino, its elected or appointed officers, agents, employees or volunteers connected with the work, from all claims or actions for injuries or death of any person, or damage to property, resulting from the Contractor's performance of the Contract. With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the County of Mendocino, its elected or appointed officers, agents, employees or volunteers.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by the County until disposition has been made of such suits or claims for damages as aforesaid.

9. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future State, Federal and local laws, codes and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies and tribunals having any jurisdiction or authority over the same and shall be solely responsible for insuring compliance with those laws, codes and regulations.

A partial, though not necessarily complete listing of laws to be observed by the Contractor is as follows:

- A. Federal Americans with Disabilities Act of 1990.
- B. Federal Labor Standards Act.
- C. The Anti Kick-Back regulations found in 29 CFR Part 3.
- D. All contract clauses required by 29 CFR 5.5 (a) and (c), 20 U.S.C. 1232b ; 40 U.S.C. 276a, 276c, 327-332; 29 CFR Parts, (926).
- E. Nondiscrimination clause and Certification of Non-Segregated Facilities prescribed by Executive Order No. 11246, September 24, 1965, as amended by Executive Order 11375.
- F. Executive Order No. 11288 of July 7, 1966 (31 FR 9261) "Prevention, Control and Abatement of Water Pollution".
- G. Executive Order 11988, relating to evaluation of flood hazards.
- H. Compliance with all Federal, State and local requirements for handicapped access, fire safety and seismic resistance.

10. BONDS REQUIRED

The successful bidder shall furnish bonds as required in the document entitled "Instructions to Bidders" which is part of these Contract documents.

11. INSURANCE

The Contractor, at his expense, shall secure and maintain at all times during the entire period of performance under this Contract, insurance as set forth below with insurance companies acceptable to the County of Mendocino.

The Contractor shall provide to the County of Mendocino certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company evidencing coverage and provisions as stated below:

A. INSURED

Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) Premises owned, leased or used by the Named Insured, or (d) Ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the County of Mendocino, its elected or appointed officials, employees, agents and volunteers.

B. SEVERABILITY OF INTEREST

Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

C. CONTRIBUTION NOT REQUIRED

Provide that as respects: (a) work performed by the Named Insured on behalf of the County of Mendocino; or (b) products sold by the Named Insured to the County of Mendocino; or (c) premises leased by the Named Insured from the County of Mendocino; or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary insurance as respects the County of Mendocino, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the County of Mendocino, its elected or appointed officials, employees, agents and volunteers shall be an excess of this insurance and shall not contribute with it.

D. COVERAGE BELOW MINIMUM REQUIRED NOTICE

Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, 501 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

E. CANCELLATION NOTICE

Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) day's prior written notice, delivered in person or by First Class U.S. Mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

The contractor shall furnish the County of Mendocino certificate(s) of insurance evidencing Workers Compensation Insurance coverage to cover its employees. The Contractor shall require all subcontractors similarly to provide Workers Compensation Insurance as required by the Labor Code of the State of California for all of the Contractor's and subcontractors' employees.

The Contractor shall not commence work, nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by the County of Mendocino. Failure to submit proof of insurance as required herein may result in awarding said Contract to another bidder. Failure to comply with the insurance requirements set forth herein shall constitute a material breach of contract and, at County of Mendocino's option, shall subject this Contract to termination.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County of Mendocino from taking such other action as is available to it under any other provisions of this Contract or otherwise in law.

SCOPE OF LIABILITY COVERAGES

The contractor shall furnish to the County of Mendocino certificates of insurance evidencing at the minimum the following:

1. Public Liability-Bodily Injury (not auto) \$500,000 each person; \$1,000,000 each accident,
and
Public Liability-Property Damage (not auto) \$500,000 each occurrence; \$1,000,000 aggregate.

---or---

Combined Single Limit Bodily Injury Liability and Property Damage Liability (not auto) \$1,000,000 each occurrence.

2. Vehicle-Bodily Injury \$500,000 each person, \$1,000,000 each occurrence,
and
Vehicle-Property Damage \$1,000,000 each occurrence.

---or---

Combined Single Limit Vehicle Bodily Injury and Property Damage Liability \$1,000,000 each occurrence.

12. WORKERS COMPENSATION CERTIFICATION

Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract". (Labor Code Section 1861)

13. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof or to materials or things employed in doing the work or stored on the site by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, replace, and make good all injuries or damages to any portion of the work occasioned by any of the above caused before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor's responsibility also extends to adjoining property as related to the construction operation.

14. RESPONSIBILITY OF COUNTY

The County shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Specifications.

15. COOPERATION BETWEEN CONTRACTORS

Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to the work, to person or property, or for loss caused by failure to furnish the work within the time specified for completion.

Should the Contractor, through acts of neglect on the part of any Contractor, suffer loss or damage to the Work, the Contractor agrees to settle with such other Contractor by agreement. If such other Contractor should file claim against the County on account of alleged damages to be sustained, the County shall notify the Contractor who shall, at his expense, indemnify and save harmless the County against any such claim.

16. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Should the Contractor subcontract any part of his Contract, the Contractor shall be fully responsible to the County for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself.

No subcontractor will be recognized as such, and all persons engaged in the work on construction shall be considered as employees of the Contractor.

17. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices necessary and incidental to the due and lawful prosecution of the work.

18. PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

19. LIENS

Liens shall be enforced as provided by California State Law pertaining to Public Works.

20. CHANGES IN THE WORK

- A. The County may order changes in the work, in which event the Contract sum shall be adjusted by one or more, or a combination of, the following methods:
 - 1. Unit bid prices previously approved or as may be agreed upon.
 - 2. An agreed lump sum substantiated by Contractor, itemizing labor, material, equipment, overhead, profit, bond, etc.
 - 3. By ordering Contractor to proceed with work and keep correct account with vouchers the actual cost of:
 - a. Labor, including foreman;
 - b. Materials entering permanently into the work;
 - c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - d. Power and consumable supplies for the operation of power equipment;
 - e. Insurance;
 - f. Social Security and old age and employment contribution.
- B. To the cost under (2) and (3), there may be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) for the estimated cost of the work. The fee shall be compensation to cover the cost of administrative overhead, and profit.
- C. On changes which involve a credit to the County, no allowances for overhead need be figured.
- D. All such change orders and adjustments shall be in writing. Claims by Contractor for extra cost shall be made in writing before executing the work involved.
- E. All change orders shall be reviewed and approved by the County.

21. COUNTY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should refuse or neglect to properly perform or prosecute the work or if he should substantially violate any provision of the Contract, then the County may, without prejudice to any other right or remedy upon seven (7) days written notice to the Contractor, terminate the services of the Contractor and take possession of the premises, and all materials, tools, and equipment thereon and complete the work. The expense thereof shall be deducted from the balance otherwise due the Contractor. If such expense should exceed such unpaid balance, then the Contractor shall pay the difference to the County.

22. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor because no certificate for payment has issued as provided in Paragraph 25 or because the County has not made payment thereon as provided in Paragraph 25, then the Contractor may, upon seven (7) additional days' written notice to the County, terminate the Contract and recover from the County payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

23. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. In case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the County, and it is impracticable to determine the actual damage which the County will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the County the sum of money per calendar day for each day's delay beyond the time prescribed as required in the document entitled "Instructions to Bidders", which is a part of these Contract Documents. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.
- B. In case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the County shall have the right to extend the time for completion or not, as may best serve the interest of the County. If the County decides to extend the time limit for the completion of the Contract, the County shall further have the right to charge the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of County, including inspections, superintendence, and other overhead expenses directly chargeable to the Contract, and which accrue during the period of such extension. The cost of final inspections shall not be included in such charges.

- C. The Contractor shall not be assessed with liquidated damages nor the cost of County's services and inspection during any delay in the completion of the work caused by acts of God or the public enemy, acts of the County, fire, flood, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same) and unusually severe weather or delays of subcontractors due to such causes, provided the Contractor shall within ten (10) days from the beginning of such delay notify the County in writing of the delay. County's findings of fact thereon shall be final and conclusive.
- D. The County agrees that changes in work ordered pursuant to Paragraph 20 and extensions of completion time made necessary by reasons thereof, shall in no way release any guarantee given by the Contractor or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to these specifications. Sureties shall be deemed to have expressly agreed to any change in the work and to any extension of time made by reason thereof.

24. ACCEPTANCE

- A. The Contract will be accepted as completed only when the whole and entire Contract shall have been completed satisfactorily to the County. In judging the work, no allowance for deviations from the original plans and specifications will be made unless already approved in writing at proper times and in a manner as called for herein.
- B. Should it become necessary to occupy a portion of the work before the Contract is fully completed, such occupancy shall not constitute acceptance.

25. PARTIAL PAYMENTS

Prior to submitting and as a condition of approval of the first progress payment application, the Contractor shall submit a schedule of values acceptable to the County providing a breakdown of the contract value by trade division such that the County can accurately assess the percentage completion of the project.

On the twenty-fifth (25th) day of each month, the Contractor shall submit to the County an application for payment, on a form acceptable to the County, showing an itemized statement for work that has been performed on a complete percent basis based on the previously approved schedule of values. The County, within thirty (30) days of receipt of application that meets the County's approval shall issue to the Contractor a certificate for ninety percent (95%) of the amount the County finds due for work that has been performed.

The contractor shall submit certified copy of payroll showing payment of Davis-Bacon Act wages with each request for payment submitted.

26. FINAL PAYMENT

Upon completion of the Contract, the County will cause to be made a final estimate of the amount of work done, and the value of such work. After approval by the County representative, the County shall pay the remainder due on the contract (with the exception of retainage) after deducting there from, all previous payments. All amounts retained (retainage) under the provisions of the Contract shall be due and payable 30 days from the date of acceptance in writing of the completion of Contract and / or Notice of Completion issued by the County representative. All prior partial estimates and payments shall be subject to correction in the final estimate and payments. Payment and the final estimate are due within thirty-five (35) days from the recorded date of the Notice of Completion, provided all as-built drawings, equipment manuals, instructions to the owner and guarantees have been received and accepted by the County.

27. PAYMENT WITHHELD

The County may withhold or, on account of subsequently discovered evidence, may nullify the whole or part of any certificates to such extent as may be necessary to protect the County from (1) defective work not remedied, (2) asserted claims against Contractor, (3) failure of the Contractor to make payments properly to employees or for material or labor, (4) any reasonable doubt that the Contract work can be completed for the balance then unpaid, or (5) damage to another contractor.

28. FAULTY WORK AND MATERIALS

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the County. The Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal.

If the Contractor does not remove such condemned work and materials within reasonable time, fixed by written notice, the County may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the County may upon ten (10) days written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

29. TEMPORARY SUSPENSION OF WORK

The County shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable progression of the work, or for such time as it may deem necessary due to the failure of the Contractor to carry out orders given by County, or to perform any provision of the Contract. The Contractor shall immediately obey such order of the County and shall not resume work until ordered in writing by the County.

30. SAMPLES

When requested, the Contractor shall submit for the County's review samples of the various materials, together with the finish thereof, as specified for and intended for use in the work. Samples of bulk materials shall be selected by the lab. All materials and workmanship shall in all respects be equal to the samples so submitted and reviewed. Samples shall be sent or delivered to the County, samples and delivery charges paid by Contractor. Samples will be returned to the Contractor if requested, shipping or delivery charges collect.

31. CLEANING AND REMOVAL OF DEBRIS

The Contractor shall, as directed by the County during the progress of the work or as indicated elsewhere in these documents, remove and properly dispose of dirt and debris and shall keep the premises reasonably clean. Upon completion of the work, the Contractor shall remove all of his equipment and unused materials provided for the work and shall put the building and appurtenances in a neat and clean condition and shall do all cleaning and washing required by the specifications.

32. OBSTRUCTIONS

The Contractor may be required to work around public utility facilities and other improvements which are to remain in place within the construction area. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference with service resulting from the Contractor's operation.

The exact location of underground facilities and improvements within the construction area, whether shown on the drawings or not, shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service.

33. SUPERINTENDENT IN CHARGE

The Contractor shall keep on the work at all times and until the acceptance certificate is issued a competent superintendent or foreman for the purpose of receiving and executing without delay any orders from County in keeping with the terms of the Contract. This foreman shall have charge of the plans and specifications kept on the job. He shall be instructed to familiarize himself closely with all provisions of the plans and specifications and to follow the same accurately.

34. STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall not be stockpiled or placed outside of the site property lines unless written permission is obtained by the appropriate owner or political subdivision having jurisdiction over the adjacent property, roads, streets, etc.

35. GENERAL GUARANTY

Neither the final payment nor any partial payment, nor partial or entire use of the premises by occupancy by the County shall constitute an acceptance of the work not completed in accordance with the Contract. Final Payment or partial payment or partial or entire use of the premises by occupancy shall not relieve the Contractor of liability with respect to any warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified elsewhere in these specifications. The County shall notify the Contractor of observed defects with reasonable promptness.

36. MATERIALS SUBMITTALS AND SUBSTITUTIONS

Materials and substitutions shall be governed by the relevant sections elsewhere in these documents. If not specified, the following shall govern.

- A. Specific reference to materials, appliances, fixtures and equipment by trade name is intended to be used as standard, but this implies no right on the part of the Contractor to use other materials, fixtures, appliances, equipment, until reviewed by the County.
- B. The County alone shall determine what will be considered as equal, but the burden of proof as to quality, utility and function, etc. shall be upon the Contractor.

If the Contractor desires to substitute any item, he shall in writing state the cost of such item and the original item named in the specifications if requested and shall submit a substitution warranty in the format shown in the specifications.

- C. As soon as practicable and within twenty (20) days after official award of Contract and before any fixtures, materials or equipment are purchased, the Contractor shall submit to the County a complete list of materials, fixtures and equipment giving the manufacturers' names, catalog numbers, etc., and, when requested, the original and substitute item of each article which he proposes to install as a substitution.
- D. Requests for substitution will not be considered after the above period of time unless the item specified is not obtainable or, in the opinion of the County, such substitution would serve the County's interest.

37. CONSTRUCTION, MATERIAL AND LABOR COST SCHEDULES

- A. The successful Contractor shall submit the following schedules to the County within ten (10) days after commencing the work:
 - 1. A construction schedule indicating the start and finish of each phase of the work.
 - 2. A detailed statement of the cost of material and labor included in the original estimate for each phase of the work so arranged that the value of the work as it progresses may be readily determined.

38. CONFERENCES

At any time during the progress of the work, the County may request the Contractor to attend a conference of any or all of the Contractors engaged on the work, and any notice of such conference shall be duly observed and complied with by the Contractor.

39. INSPECTION AND PAYMENTS - NOT ACCEPTABLE

The fact that the work and materials have been inspected by the County of Mendocino and payments on account have been made does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one (1) year from the date of the completion of the work by the Contractor and its acceptance by the County. [Five (5) years for roof.]

40. RETURN OF DRAWINGS AND SPECIFICATIONS

All plans and specifications shall be returned to the Office of the County Director of General Services or shall be accounted for by the Contractor before the final certificate will be issued.

41. ARRANGEMENT OF SPECIFICATION SECTION

- A. For convenience, these specifications are arranged in several sections, but such separation shall not be considered as limiting any work required to a particular trade. The Contractor shall in cooperation with other contractors establish responsibility for any work required by the plans and specifications which may be improperly arranged or not included in the appropriate section.
- B. In areas where one trade meets another for joining, the Contractor is responsible to be certain that all work shown is included in his bid.

42. QUALITY OF MATERIALS AND LABOR

All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner.

All material and labor not meeting these standards shall be removed. The County may refuse to issue any certificate of payment until all defective materials or work have been removed, and other material of proper quality substituted therefor.

43. INCOMPETENT WORKERS

If at any time any foreman or worker who shall be employed by the Contractor shall be declared by the County to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith initiate appropriate action to dismiss such person from the work.

44. COUNTY TO DECIDE

All matters of color, texture, design, interpretation of plans and specifications shall be referred by the Contractor to County, whose decision thereon shall be final.

45. CODES

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the Safety Orders of the Division of Industrial Safety; the California Electric Code; the California Building Code; California Mechanical Code; the California Fire and Plumbing Codes; OSHA and other applicable State and local codes and laws. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

46. PAYMENT OF FEDERAL, STATE OR LOCAL TAXES

Any Federal, State or Local tax payable on articles furnished by the Contractor under the Contract shall be included in the Contract price and paid by the Contractor.

47. LIMITATIONS OF HOURS OF WORK

Eight (8) hours of labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 for each worker employed in the execution of the Contract by the Contractor for each calendar day which such worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, and in particular Sections 1810 and 1816. Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 & 1/2) times the basic rate of pay, as provided in Section 1815.]

48. PAYMENT OF NOT LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

- A. The Contractor shall pay his workers on all work included in this Contract not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality. Such per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the State Director of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract.

- B. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract in violation of the provisions of the Labor Code in particular Labor Code Sections 1770 and 1780. In addition to said penalty, and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

49. LABOR CODE CLARIFICATION

It is to be understood that references to the California Labor Code shall mean the current Code or as may be amended during the period of the Contract.

50. NOTIFICATION OF READINESS FOR REQUIRED TESTS AND INSPECTIONS

The Contractor shall be responsible to notify all inspectors, testing agencies, and County representatives a minimum of seventy-two (72) hours before required tests and/or inspections.

51. RESPONSIBILITY FOR PROJECT SAFETY AND CONSTRUCTION TECHNIQUES

Specifically omitted from the services of the County are all design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work.

Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and bracing.

52. RECORD DRAWINGS

- A. The Contractor shall furnish one complete set of clean "Record" drawings to the County prior to project acceptance, showing clearly any changes made during construction. Record drawings shall be in accordance with Section 017839 Project Record Documents.
- B. In addition to any changes, all mechanical, electrical and plumbing items concealed in the building and underground, actually installed and routed. Depth below the surface to top of underground item shall be indicated.
- C. All underground items shall be dimensioned from permanent reference points in a manner that they can be easily found in the field at a later time.

- D. Each sheet of the "Record" drawings shall be identified with the following label to be signed by the Contractor:

These are record drawings which have been prepared or supervised by the undersigned.

Contractor	Date
------------	------

- E. The Contractor is solely responsible for the preparation, completeness, and accuracy of the "Record" drawings. The County and its representatives are not responsible for reviewing the "Record" drawings.

53. OCCUPANCY OR USE BEFORE ACCEPTANCE OF COMPLETION

The County may occupy any building or portion thereof or use any improvement contemplated by the Contract prior to the completion of the entire work. A list of work to be completed and corrected by the Contractor, if any, shall be prepared and agreed to between the County and the Contractor before occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the work but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement of equipment so used, provided, however, that such occupancy shall not start the guaranty-warranty period as to items appearing on the list of work to be completed and corrected. No such occupancy or use shall be deemed to have occurred unless and until the County has given the Contractor formal written notice of intention to so occupy or use, specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used.

54. COMPLIANCE WITH HANDICAPPED ACCESS LAWS

- A. It is the County's intent for all features on these plans and specifications to conform to applicable regulations for the accommodations of physically handicapped persons in buildings and facilities used by the public, whether or not said plans and specifications so conform.
- B. It shall be the responsibility of the manufacturers, suppliers and distributors to ensure that all manufactured and fabricated products, devices and items they supply for this project conform to applicable regulations of Title 24 of the California Code of Regulations.
- C. When shop drawings and/or manufacturers' product literature, and other matters subject to handicapped regulations are submitted to County, the following shall be provided:
1. Statement that the item shown complies with the handicapped regulations of Title 24 of the California Code of Regulations.
 2. Show all required dimensions, heights, clearances, and locations that must be followed when items are installed on project.

55. CONTRACT AMBIGUITY

This Contract shall be deemed to have been prepared jointly by the parties signing the Contract and if any inconsistencies or ambiguities exist, they shall not be interpreted or construed against any of the parties as the drafter.

56. FAIR EMPLOYMENT PRACTICES/NONDISCRIMINATION

The Contractor shall comply with Federal and State Fair Employment Practices provisions.

The Contractor, in connection with performance of work under this agreement, agrees to comply with the rules and regulations which deal with or relate to nondiscrimination set forth as follows:

- A. During the performance of this Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, sections 12900 *et seq.*), the regulations promulgated thereunder (2 Cal. Code of Regulations sections 7285.0 *et seq.*), and Government Code Sections 11135 - 11139.5).
- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to view such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the above nondiscrimination and compliance provisions in above subparagraphs A and B in all subcontracts to perform work under the Contract.

END OF SECTION

SECTION 00 81 10

UNFORESEEN PHYSICAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

This Section includes special requirements for unforeseen hidden conditions, differing site conditions and underground facilities as required for California Public Works Contracts.

1.2 UNFORESEEN SITE CONDITIONS

- A. Pursuant to Section 7104 of the California Public Contract Code, if any of the following conditions, hereinafter called hidden conditions, are encountered at the site, then Contractor shall promptly, before such conditions are disturbed and in no event later than three (3) days after discovery, notify County in writing using the "Hidden Conditions Report" attached to this Document:
 - 1. Material that the Contractor believes may be hazardous waste material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or a Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site or in the building differing materially from those represented in the Contract Documents.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents or conditions that could be observed by examination of the site and the Reference Documents.
- B. Conditions that are not unforeseen, hidden, unknown or differing site and building conditions include but are not limited to the following.
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents.
 - 2. All that is indicated in or reasonably interpreted from the Reference Documents specified in Section 010100, "Summary of Work".
 - 3. All that could be seen on site and that could be observed.
 - 4. Conditions that are materially similar or characteristically the same.
 - 5. Conditions where the location of the building component is in proximity were indicated in or reasonably interpreted from the Contract Documents or Reference Documents.

- C. County will promptly investigate the conditions reported which appear to be unforeseen conditions.
1. If the County determines that the reported conditions are inherent in work of the character provided for in the Contract Documents or observed by examination of the site and Reference Documents, or that the condition is not hidden, unforeseen or materially different, Contractor shall execute the Work at no additional cost to County.
 2. If County determines that the conditions are hidden or differing conditions and that they will materially cause a decrease or increase in Contractor's cost of any portion of the work, Contract Modification will be issued for compensation of such portion of the work as provided in the General Conditions.
 3. If the County determines that the conditions are hidden or differing conditions and that they will materially affect the performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of the General Conditions.
 - a. Time extensions or contract costs will not be granted for delays that could be or could have been avoided by Contractor redirecting his forces and equipment to perform other work on the Contract.
- D. Should Contractor disagree with County's determination, Contractor shall submit a Request for Change (RFC) to County that the condition is not indicated in or reasonably interpreted from the Contract Documents, and that the condition is not similar in character to the material that could have been observed by examination of the site and Reference Drawings, but that the condition is materially different and the condition is unforeseen and unknown.
1. Contractor shall submit proof with written explanation, drawings, photographs, material and labor cost breakdowns, and other relevant data to show the condition.
 2. County will review Contractor's submission and make a determination. Contractor shall not file for claim or RFC before County makes the determination.
 3. In the event of continued disagreement, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all work to be performed under the Contract.
 4. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of RFC and protests between the contracting parties.

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

- A. In accordance with the provisions of Section 4215 of the California Government Code, County will assume the responsibility for the removal, relocation, or protection of existing main or trunk-line utilities located on the site of the Contract work, if such utilities are not identified in the Contract Documents.
- B. Contractor shall immediately notify County and the public utility in writing of such utility facilities it discovers while performing the work which are not identified in the Contract Documents.
 - 1. Contractor shall negotiate with the owner of the utility, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.
- C. Contractor shall not be assessed liquidated damages for delay in Substantial Completion if the delay was caused by such existing utilities in direct conflict with the work and not shown on the Drawings.
- D. Contractor will be compensated under the provisions of Article 7 for extra work involving existing utilities not shown on the Drawings or included in the Specifications but in direct physical conflict with Contractor's operations.
 - 1. This extra work shall include the following costs:
 - a. Locating, supporting, working around, and protecting or repairing damage not due to the failure of Contractor to exercise reasonable care.
 - b. Removing and relocating, as directed by County, existing main or trunk line utility facilities located on site but not indicated on the Drawings and Specifications with reasonable accuracy.
 - c. Equipment on the project necessarily idled during such work.
- E. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the existence of such condition:
 - 1. Could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to commencing such work, or
 - 2. Could have been inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the work site.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

HIDDEN CONDITIONS REPORT (HCR)

Pre-Trial Release Program Facility

HCR No. _____

Submitted By: _____ Date: _____

Ctrl to PM

PM to Arch

Arch to PM

PM to Ctrl

Date Sent: _____

Date Received: _____

Type of Conditions Reported:

☐ Site Work

☐ Structural

☐ Architectural

☐ HVAC

☐ Plumbing

☐ Fire Protection

☐ Electrical

☐ Other

Location and Reference for Drawing: _____

Conditions Reported: _____

Investigated By: _____ Firm: _____ Date: _____

☐ Check this box if the hidden condition reported is not hidden. Reply with location(s) where the information can be obtained.

Reply of Findings: _____

By: _____ Firm: _____ Date: _____

The reply is a finding from the investigation. No change in the Contract Sum or Time is authorized. See Specifications Document 00811 for the timeliness of investigation.

END OF SECTION

MENDOCINO COUNTY

2025-01-21

Unforeseen Physical Conditions
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DRAWINGS INDEX

Title: Charging Parking Stalls Project

Issue Date: January 21, 2025

501 LOW GAP ROAD

Architectural

A1.1 OVERALL SITE PLANS

A1.2 EV CHARGING PARKING STRIPPING AND DETAILS

Electrical

E-001 COVER SHEET

E-201 POWER PLAN

E-401 SINGLE LINE DIAGRAM

E-501 EQUIPMENT & ELEC. DETAILS

E-601 TITLE 24 FORMS

727 SOUTH STATE STREET

Architectural

A1.1 OVERALL SITE PLAN

A1.2 EV CHARGING PARKING STRIPING PLAN

A1.3 EV CHARGING, STIPING AND DETAILS

Electrical

E-001 COVER SHEET

E-201 POWER PLAN

E-401 SINGLE LINE DIAGRAM

E-501 EQUIPMENT & ELEC. DETAILS

E-601 TITLE 24 FORMS

END OF SECTION

MENDOCINO COUNTY

2025-01-21

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SECTION 01 01 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. General Conditions and Division 1 - General Requirements apply to the Work of all Sections.
- B. Contractor is hereby specifically directed to notify and apprise all subcontractors and other parties engaged in the Work as to the Contents of the General Conditions and Division 1 - General Requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work shall be performed at a Project sites located in Mendocino County at 501 Low Gap Road and 727 South State Street in Ukiah, CA 95482
- B. The Work of this Contract comprises the installation of Electric Vehicle Charging Parking Stalls per the project plans and specifications.

Scope of Work shall include but not be limited to:

1. Provide all labor, materials, and equipment to install Electric Vehicle Parking Stalls indicated on plans at two locations for a total of 24 Stalls. Work consists of saw cutting and demolition of concrete and asphalt, trenching and installation of conduit, installation of electrical panels, charging units, transformers and wiring, form work, concrete pads, installation of handicap signage, and parking lot striping.
2. The contractor shall provide a proposed work schedule within two (2) weeks of receipt of the fully executed contract and no later than two (2) weeks prior to the proposed start of the work. Upon acceptance of the proposed work schedule, the County shall issue the Notice to Proceed for the date proposed by the Contractor for the start of the work.
3. Work shall be completed no more than one hundred twenty (120) calendar days after the Notice to Proceed date.
4. Provide all labor, material, and equipment to complete work as depicted in the drawings, as described in the project manual or as necessary for a complete and proper installation. The extent of the work as indicated in the Drawings and as described in the Specifications shall include all that may be reasonably inferred to be required for proper execution or installation of work. Present to the County, at the close of project, signed copies of all required permits indicating successful completion of all permit requirements.
5. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise approved by County.

6. The Drawings shall be recognized as diagrammatic in nature and not completely descriptive of all requirements for construction. Whatever work may be specified, and not drawn, or drawn and not specified, is to be executed as fully as if described in both these ways; and should any workmanship or material be necessary which is not either directly or indirectly noted in these specifications, or shown on the Drawings, but is nevertheless necessary for the purpose of properly carrying out the obvious intention thereof, Contractor is to understand the same to be implied, and is to provide for the same in its bid, as fully as if it were particularly described or delineated.

1.3 TYPE OF CONTRACT

- A. Contractor shall construct the Work under a single fixed-price Contract.
 1. Where the term "Contractor" is used in the Specification, the General Contractor is referred to.
 2. Where the terms "Plumbing Contractor," "Electrical Contractor," etc., are used, it has been for convenience only and in no way affects the overall responsibility of the General Contractor.

1.4 PRECEDENCE OF DOCUMENTS

- A. In the case of discrepancy or ambiguity in the Contract Documents the following order of precedence shall prevail:
 1. Modifications in inverse chronological order and in alphanumeric order.
 2. Signed Agreement and terms and conditions referenced in the Signed Agreement.
 3. Supplemental Conditions.
 4. General Conditions.
 5. Division 1 specifications.
 6. Drawings and Division 2 through 16 specifications.
 7. Written numbers and figures, unless obviously incorrect.
 8. Figured dimensions over scaled dimensions.
 9. Large format drawings over small-scale drawings.
- B. Any conflict between the Drawings and Division 2 through 16 specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are not the same or are not determinable, then in favor of the specifications.

- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required, then the actual quantity shall take precedence.

1.5 USE OF PREMISES

- A. General: Comply with requirements in General Conditions and Section 015000.
- B. Area available for Contractor's use for work and storage, if any, is limited to the area designated by the County.
- C. Work to be performed is within the existing county-owned parking stalls. The contractor shall ensure that no members of the public are within the designated work area prior to commencing each day and throughout the day.
- D. Fire Department Access: Contractor's use of premises shall not limit required Fire Department access.

1.6 EXAMINATION

- A. General: As stipulated in Document 001000, Contractor is responsible for inspection of the existing site conditions and bidding documents prior to bidding and shall include in their bid any modifications of the Contract Documents required as a result of Contractor's inspection.
- B. Persons performing work shall examine conditions that affect their work and shall report in writing to Contractor, with a copy to County, conditions detrimental to work.
 - 1. Failure to examine and report makes the person responsible, at no increase in the Contract Sum, for corrections necessary for the proper installation of their work.
 - 2. Commencement of Work constitutes acceptance of existing conditions.
- C. Field Verification: Contractor shall verify all existing conditions in the field prior to commencing the Work.

1.7 PERMITS FOR WORK

The Contractor is responsible for fulfilling all permit requirements for the completion of the work.

1.8 LISTING OF RELATED WORK

Listings of related work or sections in the various Sections are not necessarily complete listings. They are provided for information and convenience only and are intended to highlight related or similar work which is specified in other Sections. Related work listings and omissions from such listings are not intended to control Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

1.9 REQUEST FOR INFORMATION (RFI)

- A. Requirement: It is Contractor's responsibility to review Contract Documents a minimum of Fifteen (15) days in advance of the work to be executed, and to request information so that County will have sufficient time to respond to Requests for Information prior to the start of actual construction of that part of the Work to which the RFI relates. The contractor shall be responsible for all delays, disruptions and other related impacts as a result of untimely RFI's submitted to County.
- B. Contractor shall coordinate all requests for information to prevent duplication. Requests for information that are duplicative, uncoordinated with each other, or do not allow for a reasonable time for response will be returned to Contractor.
 - 1. Contractor shall promptly notify County in writing of any discrepancies and shall not proceed with the Work until such discrepancies have been resolved.
 - 2. Failure to notify County shall not relieve Contractor of its responsibility for resulting damage and/or defect, and for the cost of any corrective work that may be required due to Contractor's failure to notify.
- C. Contractor shall prioritize RFI's and request a response based on its most current and accepted CPM schedule.
- D. Form:
 - 1. When an interpretation or clarification of the Contract Documents is required from County, Contractor shall make the request on a copy of the RFI form included in the end of this section.
 - 2. Contractor shall fill in all applicable information on the form.
 - 3. Contractor shall limit the subject to one design discipline to expedite reply and attach supplementary information where necessary.
 - 4. County will reply or give summary of reply on the same form and include supplementary information where necessary.
 - 5. The completed form shall be the written record of each RFI.
 - 6. Contractor shall not use any other RFI form on this Project.
- E. Uses:
 - 1. The RFI form shall be used for interpretation or clarification of the Contract Documents only.
 - 2. Contractor shall not use the RFI form for the following: County will not reply and will reject the RFI:
 - a. Product or material substitution.

- b. Questions relating to construction means, methods, techniques, sequences, procedures or safety precautions. (These are Contractor's responsibilities exclusively.)
- c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. (These are also Contractor's responsibilities exclusively.)
- d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.
- e. Dimensions or quantities which are shown on the Contract Documents, or which can be measured from the building, or calculated from the information contained in the Contract Documents.
- f. Confirmation of interpretations or clarifications previously provided by County.

F. Reply:

- 1. County will endeavor to reply to all RFI's promptly as work schedule of the consultants allows; generally, no later than fifteen (15) days from the day received.
- 2. When an RFI involves a complex subject, extensive research or development, or substantial input from other governmental agencies, County will inform the Contractor and request additional time to prepare the reply. The contractor shall cooperate and agree to a reasonable time extension.
- 3. The reply shall be a clarification or an interpretation of the Contract Documents; the reply is not an authorization of change in the Contract Sum or Time.
- 4. Such written interpretation or clarification will be binding on Contractor and County. If County or Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, then County or Contractor may make a written request for change therefor as provided in the General Conditions, Article 1.07.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

REQUEST FOR INFORMATION (RFI)

EV Charging Parking Stalls Project

RFI No. _____

Submitted By: _____ Date: _____

	<i>Ctr to PM</i>	<i>PM to Arch</i>	<i>Arch to PM</i>	<i>PM to Ctr</i>
Date Sent:	_____	_____	_____	_____

Date Received:	_____	_____	_____	_____
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Type of Information Requested:

<input type="checkbox"/> Site Work	<input type="checkbox"/> Structural	<input type="checkbox"/> Architectural	<input type="checkbox"/> HVAC
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Fire Protection	<input type="checkbox"/> Electrical	<input type="checkbox"/> Other

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Information Requested: _____

μ Mark this circle if the RFI can be answered by Contractor's review of the documents. Reply with location(s) where the information can be obtained.

Reply: _____

By: _____ Firm: _____ Date: _____

The reply is a clarification or an interpretation of the Contract Documents. No change in the Contract Sum or Time is authorized. The Contractor shall notify the County in the event the Contractor believes the response to the RFI will result in additional costs. The Contractor shall comply with the requirements of Article 2.06 and 2.07 of the General Conditions regarding notice and submittal of an RFC. See Specification Section 01010 for the timeliness of reply.

SECTION 01 06 00

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of advertisement for bid, unless the document is shown dated.

1.2 REGULATORY REQUIREMENTS

- A. Contractor shall be responsible for contacting governing authorities directly for necessary information and decisions bearing upon performance of Work.
- B. Perform the Work in conformance with the applicable requirements of all Federal, State, and local regulatory agencies and the following codes:
 - 1. California Building Code (CBC), 2010 Edition.
 - 2. California Electric Code (CEC), 2010 Edition, with State Building Code Amendments CCR Title 24, Part 3.
 - 3. California Plumbing Code (CPC), 2010 Edition.
 - 4. California Mechanical Code (CMC), 2010 Edition, with State Building Code Amendments CCR Title 24, Part 4.
 - 5. California Fire Code (CFC), 2010 Edition.
 - 6. National Fire Protection Association (NFPA).
 - 7. California Occupational Safety and Health Administration (CalOSHA).
 - 8. Occupational Safety and Health Administration (OSHA): Hazard Communications Standard.
 - 9. Americans with Disabilities Act of 1990 (ADA) and as amended.
 - 10. Others as applicable.
- C. Unless otherwise indicated or specified, codes and regulations shall be those in effect at the date of application for permit and in effect at time of work of this Contract.

1.3 Charging Equipment

A. The following requirements apply to charging equipment in the proposed project:

1. All public chargers must meet applicable requirements, including those of Senate Bill 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment (EVSE) Standards, and the California Department of Food and Agriculture Division of Measurement Standards.
2. All public DC fast chargers must be networked.
3. A networked charger must include the following three abilities.
 - a. Have network connectivity with one of the following:
 - IEEE 802.11n for high-bandwidth wireless networking, or
 - IEEE 802.3 for Ethernet for local- or wide-area network applications
 - b. Be able to receive remote software updates, real-time protocol translation, encryption, and decryption, including:
 - Internet Protocol (IP)-based processors which must support multiple protocols, and
 - Compliance with Transmission Control Protocol (TCP)/IP and IPv6.
 - c. Be able to connect to a network's back-end software
4. Grid-connected DC fast chargers must have a minimum charging rate of 50 kW.
5. For each DC fast charging site, at least 50% of the connectors must be SAE CCS standard. Tesla and CHAdeMO connectors are eligible.
6. DC fast charging sites must have at least one Level 2 charger with SAE standard J1772 connector.
7. At least 50% of the Level 2 connectors must be SAE standard J1772. Level 2 Tesla connectors are eligible.
8. Level 1 chargers are not required to have an attached cord and connector. If a Level 1 charger is equipped with an attached cord, the connector must be a SAE standard J1772 connector.
9. The equipment must be able to withstand extreme weather conditions associated with the deployment area, including extreme temperatures, heavy rain, and high winds.
10. Display screens must be protected from malfunctions due to condensation and any local area weather conditions.

1.4 Electric Vehicle Infrastructure Training Program (EVITP)

AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions.

Therefore, applying PUC 740.20 EVITP requirements to this GFO means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

1. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
2. Electric vehicle charging infrastructure funded by money derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
3. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements to permit evaluation of existing conditions before defining the required scope for each allowance item and final direction that will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Force account allowances.
- C. Related Requirements:
 - 1. Section 007000 "General Conditions" for Changes in Work
 - 2. Section 008110 "Unforeseen Physical Conditions" for definition of hidden conditions.

1.3 SURVEY AND ASSESSMENT

- A. Base bid includes all labor, materials, and equipment to demo, saw cut, trench, lay conduit, backfill, pour concrete, pull wire, install equipment and related work indicated on plans and required to complete the work. Prior to and during the Work, the Contractor shall coordinate observation of the condition of the proposed work with the Engineer and the County and provide notice to the County as required in Section 00 81 10 Unforeseen Physical Conditions.

- B. In consultation with the Contractor and the Engineer, the County will determine the extent of additional work and provide directions to the contractor. Should additional work be required, the County will provide the Contractor with a Request for Proposal. The Contractor shall promptly provide a Lump Sum or Unit Cost Proposal in accordance with Section 007000 General Conditions, Chapter 20 – Changes in the Work.
- C. In the event that a proposal is not authorized by the County, the County may direct the contractor to proceed with the authorized work by Force Account in accordance with Section 007000 – General Conditions, Chapter 20.

1.4 ACTION SUBMITTALS

- A. Submit proposals for the work noted above.
- B. Upon completion of identified repairs, submit revised Schedule of Values noting allowance amounts used.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit timecards, invoices or delivery slips to show actual labor time and quantities of materials delivered to the site for use in completing allowance work authorized under force account.
- B. Coordinate and process submittals for allowance work items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.7 ALLOWANCE ITEMS

- A. Provide for each allowance item on the schedule of Values.
- B. Use the allowances only as directed by the County for labor, materials, and equipment to resolve unforeseen conditions, by unit cost, lump sum price or force account authorized in writing by the owner.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between the authorized cost of all repairs completed and the allowance amount.
 - 1. If requested, include the cost of lump sum proposals for the work performed.
 - 2. Submit substantiation of any force account work related to allowance work authorized in advance by the owner.
- B. Submit Contract Change Order to refund the balance of the Allowance to the County or claims for increased costs for work performed on authorized work items that exceed the allowance amount included in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing conditions at the time work is to be performed to verify that the conditions are suitable for the work under the allowances. Immediately report all unsatisfactory conditions to the County.

3.2 PREPARATION

- A. Submit and secure approval of all labor, materials, and equipment needed to address the unforeseen physical conditions.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No.1: Unforeseen Physical Conditions: Include the sum of \$20,000 for labor, materials, and equipment to address unforeseen physical conditions that arise during performance of the work.
 - 1. This allowance includes labor, material, equipment costs and Contractor overhead and profit documented for either lump sum or force account work to address other unforeseen conditions.

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Change Order Documentation.
- D. Project Record Documents.
- E. Coordination drawings.
- F. Submittals for review, information, and project closeout.
- G. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect or Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda: Agenda to be prepared by Contractor and distributed to all invited attendees.
 - 1. Execution of Owner- Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Owner, Contractor, and Architect.
 - 6. Project organizational structure and chain of command.
 - 7. Duties and expectations of the Owner, Architects, and Contractor.
 - 8. Project Scope of Work.
 - 9. Contract disputes, mediation, partnering, and resolution.
 - 10. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 11. Construction Schedule.
 - 12. Work schedule, normal working hours, and normal work week. Also to include required notice for scheduling overtime, outages, and interruptions.
 - 13. Safety procedures.
 - 14. Temporary and permanent utilities.
 - 15. Security, keys, fencing, site access, and limited access to certain areas.
 - 16. Designated parking and delivery areas.
 - 17. Designated storage areas, bonded storage, and security.
 - 18. Designated toilets, break areas, vending areas, and smoking areas.

19. Daily cleanup, trash removal, dumpsters, and trash areas.
 20. Procedures and responsibilities for testing and inspecting, required permits, and licenses.
 21. Demolition items to be salvaged for Owner, notification, and storage area.
 22. Preparation of Record Documents and operating and maintenance manuals.
 23. Instruction and training of Owner's maintenance personnel. Warranties, manufacturer startup, prior to substantial completion.
 24. Final completion inspection and punch list.
 25. One-year warranty inspection (Architect to inspect 10 months after substantial completion.)
 26. Contractor corrections for items found during the warranty inspection.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. The Contractor shall schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Contractor's project manager, Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
- E. Record minutes and distribute copies within three days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CHANGE ORDER DOCUMENTATION

- A. Submittals for all change orders shall be documented using the procedures outlined in the General Conditions of the Contract.

3.04 PROJECT RECORD DOCUMENTS

- A. Record Prints: Maintain one set of prints of the Contract Drawings and Shop Drawings. Mark prints to show actual installation where installation varies from those shown originally.
 - 1. Cross reference changes on Contract Drawings and Shop Drawings, noting construction change directive numbers, change order numbers, and similar identification where applicable.
 - 2. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 3. Organize into unbound sets. Place record prints in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
- B. Record Specifications: Mark Specifications to indicate actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Note related Change Orders, Record Product Data, and Record Drawings where applicable. Record Product Data: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

3.05 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.06 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - CLOSEOUT SUBMITTALS.

3.07 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Submit all documents in electronic PDF or Word format via e-mail or approved project management software.
- B. Documents for Project Closeout: Provide digital close-out package in PDF format.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.10 SUBMITTAL PROCEDURES

- A. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Deliver submittals to Architect at business address.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES & BUILDING SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the Work included, but not necessarily limited to:
 - 1. Temporary utilities such as water, electricity, lighting and telephone.
 - 2. Temporary building services such as electricity, gas, heating and cooling or telephone and data when interruption in services is required to complete the work.
 - 3. Sanitary facilities.
 - 4. Provide enclosures and temporary protection such as fencing, tarpaulins, barricades and canopies.
- B. Related work:
 - 1. Documents affecting the work of this Section include, but are not necessarily limited to, Project Plans, General Conditions, Supplementary conditions, and Sections in Division 1 of these Specifications.

1.2 JOB SAFETY

- A. Comply with all applicable laws and regulations pertaining to job safety, Contractor shall be solely responsible for construction means, methods, techniques, sequences procedures and safety precautions and programs in connection with the Work. Owner or Architect will not be responsible for Contractor's failure to employ proper safety procedures.
- B. All work, including the temporary construction, shall be in full accord with the latest orders, rules and regulations of the State of California Division of Industrial Safety and the California Occupational Safety and Health Act (CAL-OSHA).
- C. The Contractor shall at all times so conduct his work as to cause the least possible obstruction and inconvenience and insure the protection of persons and property in the vicinity of the Work.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS FACILITIES

- A. Construction Aids: Hoists, ramps and ladders, enclosures, pumps, barriers, fences, barricades necessary to adequately move materials and equipment and to protect workmen and public.
- B. All temporary construction and protection to comply with requirements of state and local authorities.
- C. Sanitary Facilities
 - 1. Provide and pay for temporary sanitary facilities in quantity required for use by all personnel
 - 2. Shall be maintained in a sanitary condition at all times.
 - 3. Facility shall remain locked when Contractor is off-site.
- D. Parking lots are shared with County of Mendocino staff, clients and the public.

PART 3 – EXECUTION

3.1 EXISTING BUILDING SERVICES

- A. Utilities: Coordinate the temporary shut off of any utilities including water, electricity, gas, and sanitary sewer with the County. No utility will be made unavailable to buildings without written approval from the County.
 - 1. Coordinate utility connections and transformer installation for each site with the City of Ukiah Electrical Services Department, Mendocino County Facilities and Fleet and the affected departments. Provide 72 hours written notice prior to utility service disconnection.
 - 2. Coordinate all change over activities closely with County.
- B. Provide a minimum of 48 hours' written notice to the County prior to any activities that may result in loss of water, firewater, sewer, gas, electrical or data connectivity.
- C. Work in County public facilities:
 - 1. Provide a minimum of 14-day notice before beginning work on the job site.
 - 2. Provide clear delineation and appropriate barriers and signage to protect the public and county employees for the entirety of the project.
 - 3. Do not leave materials, tools, equipment or debris unattended in any areas that are accessible to the public or county employees.
 - 4. Remove all equipment, temporary facilities, debris and thoroughly clean all affected surfaces before removing barriers.

3.2 SECURITY

- A. Contractor shall be responsible for securing the project Site and work areas within the job site including:
 - 1. Secure and maintain access points to the Work.
 - 2. Secure completed work.
 - 3. Secure equipment and temporary facilities until time of acceptance.
 - 4. Security and protection may be by any legal method, or methods, acceptable to the County.

3.3 MAINTENANCE AND REMOVAL

- A. Maintain tree protection (except for the trees that require removal), erosion and sediment control measures, temporary facilities and controls as long as needed for safe and proper completion of the Work. Contractor shall be responsible for ensuring the effectiveness of erosion and sediment control devices, repairing, or replacing as necessary for the duration of the project.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the County.

END OF SECTION

SECTION 34 60 13
ELECTRIC VEHICLE CHARGING STATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electric car charging stations, including the following:
 - 1. Manufacturer
 - 2. Execution

1.2 RELATED SECTIONS PROVIDED IN PROJECT DRAWINGS

- A. Section 26 00 00 – General Electrical Requirements
- B. Section 26 05 19 – Low-Voltage Electrical Power Conductors & Cables
- C. Section 26 05 26 – Grounding & Bonding for Electrical Systems
- D. Section 26 05 29 – Supports For Electrical Systems
- E. Section 26 05 33 – Raceway & Boxes For Electrical Systems
- F. Section 26 05 43 – Underground Duct & Raceways For Electrical Systems
- G. System 26 05 48 – Vibrations & Seismic Controls For Electricals Systems
- H. Section 26 05 53 – Identification For Electrical Systems
- I. Section 26 24 13 – Switchboards

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Indicate area layout, equipment locations, details of assembly and anchorage.
- D. Operation and Maintenance Data: For the entire system.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A company with not less than 5 years of experience in manufacturing components of the type required for this project.

B. Regulatory Requirements: Provide UL listed equipment and controls.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products as recommended by the manufacturer until installation.

1.6 WARRANTY

A. Warranty: Provide manufacturer's standard warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. County Standard Manufacturer: ChargePoint, Inc., located at 240 East Hacienda Avenue; Campbell, CA 95008 USA.

Contact: Abe Guillen – Tel: 802-578-7254 or Dustin O'Brien – 408-872-7570

Web: www.chargepoint.com

1. Substitutions: Not permitted.

J. ChargePoint Equipment Provided by Contractor:

1. CP6021B-80A-L5.5

a. CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1-Phase, 18'. Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty.

2. CP6011B-80A-L5.5

a. CP6011, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular, UL, Power Share Jumper, 2 YR Parts Warranty.

3. CP6000-CMT-NA

a. CP6000 Concrete Mounting Template, NA.

C. ChargePoint Products Provided by the County:

1. CPCLD-COMMERCIAL-1

a. Prepaid Commercial Cloud Plan subscription with station management features.

2. CP6000-ASSURE-1

- a. 1 prepaid year of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that required utilities are properly sized and in correct locations.
- B. Verify that substrates are in proper condition to receive work of this section. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify the Architect of unsatisfactory preparation before proceeding

3.2 INSTALLATION

- A. Install units and accessories in accordance with approved shop drawings and manufacturer's printed instructions. Test for proper operation. Install in proper relationship with adjacent construction.

3.3 CLEANING AND PROTECTION

- A. Clean soiled surfaces in accordance with the manufacturer's instructions.
- B. Protect components from damage until completion of project.
- C. Touch-up, repair or replace damaged products after Substantial Completion

See Attached ChargePoint AC Commercial Station Specifications and Ordering Information.

END OF SECTION

ChargePoint® AC Commercial Station

Specifications and Ordering Information



4LEAF, INC.

Building

10/04/2024

**Reviewed For
Code Compliance**



Dual port, pedestal mount, 18 ft cable

CP6000 AC Commercial Station Specifications

Ordering Information

The order codes below represent specific product configurations. Please contact ChargePoint Sales for additional information. Specify model number followed by the applicable code(s).

The order code sequence is Model-Options. Software, Services and Other are ordered as separate line items.

Please note that charging stations without EMV-CHIP readers in California may not be publicly visible or discoverable on the ChargePoint map. Please see below for applicable dates.

- Level 2 (AC) stations without EMV-Chip readers: installed/activated on/after July 1, 2023.
- Direct Current Fast Charging (DCFC) stations without EMV-Chip readers: installed/activated on/after January 1, 2022.

(Reference: 13 CCR § 2360.2. Payment Method Requirements for Electric Vehicle Supply Equipment)

Hardware

Description		Order Code
Model	80A Dual port, pedestal mount, 18 ft cable	CP6021B-80A-L5.5
	80A Single port, pedestal mount, 18 ft cable	CP6011B-80A-L5.5
	80A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-80A-L5.5-CHIP
	80A Single port, pedestal mount, 18 ft cable, EMV chip reader	CP6011B-80A-L5.5-CHIP
	50A Dual port, pedestal mount, 18 ft cable	CP6021B-50A-L5.5
	50A Single port, pedestal mount, 18 ft cable	CP6011B-50A-L5.5
	50A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-50A-L5.5-CHIP
	50A Single port, pedestal mount, 18 ft cable, EMV chip reader	CP6011B-50A-L5.5-CHIP
	80A Dual port, wall mount, 18 ft cable	CP6023B-80A-L5.5
	80A Single port, wall mount, 18 ft cable	CP6013B-80A-L5.5
	80A Dual port, wall mount, 18 ft cable, EMV chip reader	CP6023B-80A-L5.5-CHIP
	80A Single port, wall mount, 18 ft cable, EMV chip reader	CP6013B-80A-L5.5-CHIP
	50A Dual port, wall mount, 18 ft cable	CP6023B-50A-L5.5
	50A Single port, wall mount, 18 ft cable	CP6013B-50A-L5.5
	50A Dual port, wall mount, 18 ft cable, EMV chip reader	CP6023B-50A-L5.5-CHIP
	50A Single port, wall mount, 18 ft cable, EMV chip reader	CP6013B-50A-L5.5-CHIP
	80A Dual port, pedestal mount, 23 ft cable	CP6021B-80A-L7
	80A Single port, pedestal mount, 23 ft cable	CP6011B-80A-L7

CP6000 AC Commercial Station Specifications

	80A Dual port, pedestal mount, 23 ft cable, EMV chip reader	CP6021B-80A-L7-CHIP
	80A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-80A-L7-CHIP
	50A Dual port, pedestal mount, 23 ft cable	CP6021B-50A-L7
	50A Single port, pedestal mount, 23 ft cable	CP6011B-50A-L7
	50A Dual port, pedestal mount, 23 ft cable, EMV chip reader	CP6021B-50A-L7-CHIP
	50A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-50A-L7-CHIP
	80A Dual port, wall mount, 23 ft cable	CP6023B-80A-L7
	80A Single port, wall mount, 23 ft cable	CP6013B-80A-L7
	80A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-80A-L7-CHIP
	80A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-80A-L7-CHIP
	50A Dual port, wall mount, 23 ft cable	CP6023B-50A-L7
	50A Single port, wall mount, 23 ft cable	CP6013B-50A-L7
	50A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-50A-L7-CHIP
	50A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-50A-L7-CHIP
Other	Bollard Concrete Mounting Kit	CP6K-CMT-NA

Software and Services

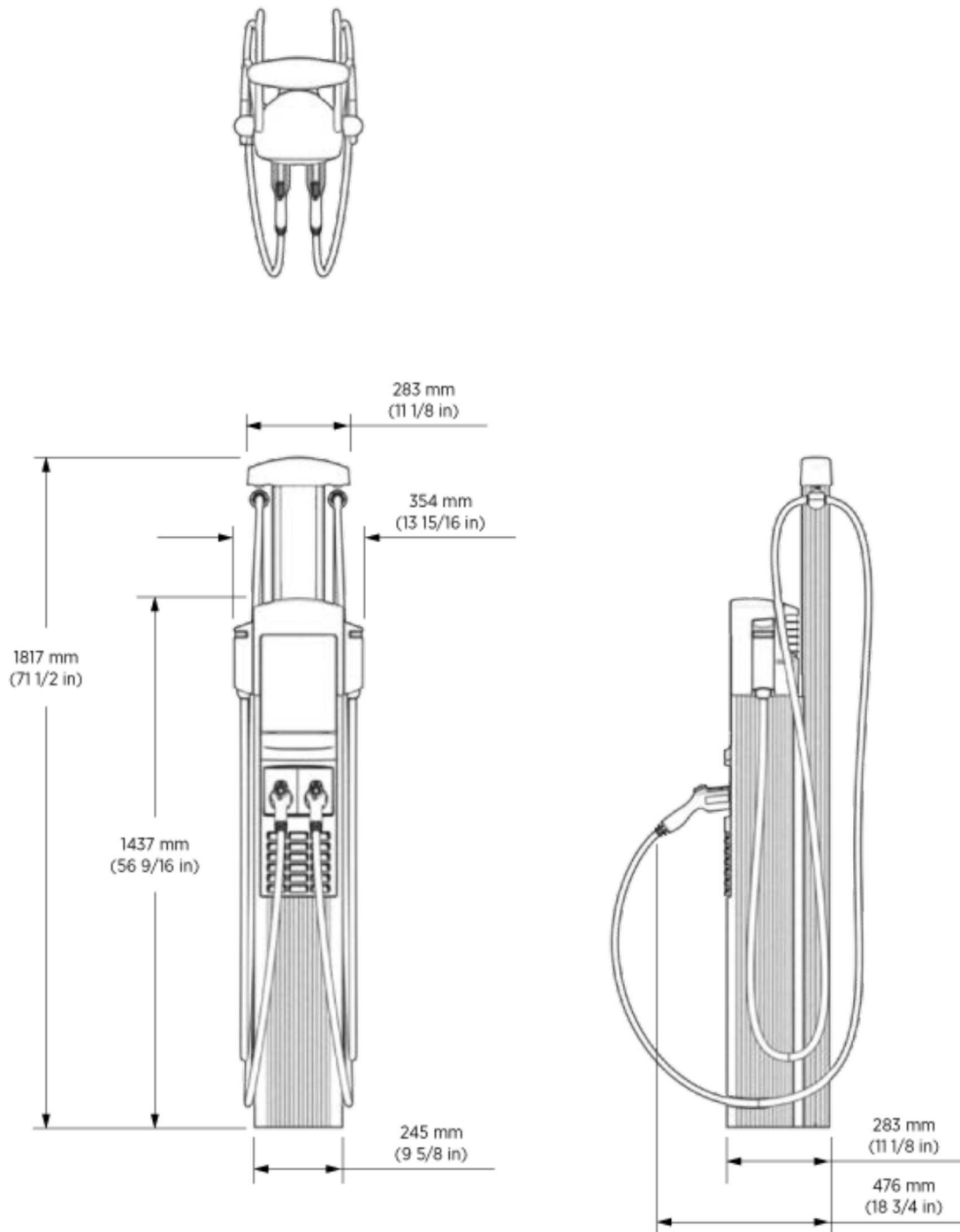
Description	Order Code
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Fleet Commercial	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Assure	CP6000-ASSURE- <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Site Validation	CPSUPPORT-SITEVALID
ChargePoint Installation and Validation	CP6000-INSTALLVALID

Note: All CP6000 stations require a network service plan per port.

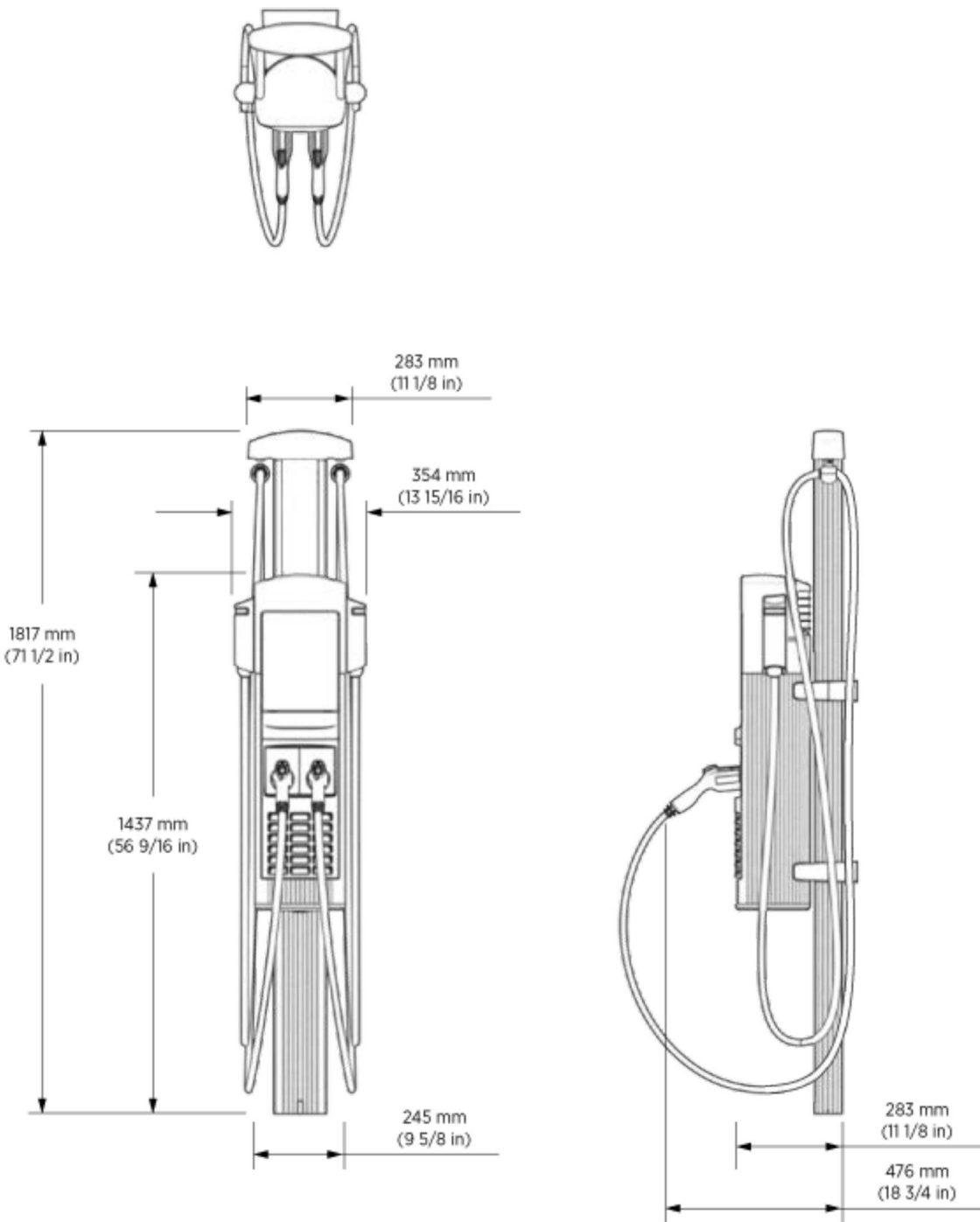
*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

Architectural Drawings and Dimensions

Pedestal Mount



Wall Mount



General Specifications

Electrical Input

The CP6000 AC Commercial Station supports flexible electrical input/output settings up to 80A to fit your fueling needs, whether for a workplace, multi-family dwelling, or other application.

Power Select allows stations to be installed and configured for current lower than the maximum 80A. Power Select current options include 16A, 24A, 32A, 40A, 48A, 50A, 56A, 64A, and 72A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Select.

Station	Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
		Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
80A	Maximum 80A (Standard)	80A	One 100A branch circuit	100A dual pole (non-GFCI)	80A x 2	Two independent 100A branch circuits	100A dual pole (non-GFCI) x 2
	Maximum 80A (Power Share*)	N/A	N/A	N/A	80A	One 100A branch circuit	100A dual pole (non-GFCI)
	Power Select** 16A - 72A (Standard)	16A - 72A	One branch circuit rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A)	16A - 72A x 2	Two independent branch circuits rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A) x 2
	Power Select 16A - 72A (Power Share)	N/A	N/A	N/A	16A - 72A	One branch circuit rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input

CP6000 AC Commercial Station Specifications

							current (20A - 90A)
50A	Maximum 50A (Standard)	50A	One 70A branch circuit	70A dual pole (non-GFCI)	50A x 2	Two independent 70A branch circuits	70A dual pole (non GFCI) x 2
	Maximum 50A (Power Share*)	N/A	N/A	N/A	80A	One 70A branch circuit	70A dual pole (non GFCI)
	Power Select** 16A - 48A (Standard)	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A-60A)	16A - 48A x 2	Two independent branch circuits rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A) x 2
	Power Select 16A - 48A (Power Share)	N/A	N/A	N/A	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A)
Service Panel/Breaker GFCI		Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring – Standard		3-wire (L1, L2, Earth) No neutral			5-wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share		N/A			3-wire (L1, L2, Earth)		
Station Power		8 W typical (standby), 15 W maximum (operation)					
Line to Ground Voltage		120V +/- 10%					

Electrical Output for 80A Station

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Maximum 80A (Standard)	19.2 kW (240V AC @ 80A)	19.2 kW (240V AC @ 80A)
Maximum 80A (Power Share)	N/A	19.2 kW (240V AC @ 80A) x 1 or 9.6 kW (240V AC @ 40A) x 2
Power Select 16A - 72A (Standard)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 2

CP6000 AC Commercial Station Specifications

Power Select 16A - 72A (Power Share)	N/A	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 1 or 1.9 kW - 8.6 kW (240V AC @ 8A - 36A) x 2
---	-----	--

Electrical Output for 50A Station

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Maximum 50A (Standard)	12.0 kW (240V AC @ 50A)	12.0 kW (240V AC @ 50A)
Maximum 50A (Power Share)	N/A	12.0 kW (240V AC @ 50A) x 1 or 6.0 kW (240V AC @ 25A) x 2
Power Select 16A - 48A (Standard)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 2
Power Select 16A - 48A (Power Share)	N/A	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 1 or 1.9 kW - 5.8 kW (240V AC @ 8A - 24A) x 2

Mounting and Functional Interfaces

Connector Type	SAE J1772™
Number of Ports	Single, dual
Mounting	Pedestal, wall
Cable Length	18 ft (5.5 m), 23 ft (7m)
Cable Management	Yes
Authentication and Payment	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) NFC (Tap to Charge) Remote: mobile and in vehicle (if supported by vehicle) Contactless credit card EMV chip credit card (for -CHIP models only)
Locking Holster	Yes
ISO 15118 Protocol	Supported by hardware
Display	Full color 8-inch interactive display with full motion video, UV protection, gesture touch controls, and multi-language support

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Energy Measurement	Meter accuracy 1% Accuracy class 2.0 Acceptance tolerance 1.0%
Power Report/Store Interval	15-minute interval aligned to hour. Responsive to load management signals.
Local Area Network	Wi-Fi 2.4 GHz and 5GHz (802.11 a/n/b/g)
Wide Area Network	LTE Category 4
Network Communication Protocol	OCPP 2.0.1
Ethernet connection	Capable with accessory

Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Safety and Compliance	UL and cUL listed; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625 Energy Star (Dual Port Only) CTEP

CP6000 AC Commercial Station Specifications

Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class B
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice and is not responsible for typographical or graphical errors that may appear in this document.

CP6000 AC Commercial Station Specifications



ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

Contact Us
Visit [chargepoint.com](https://www.chargepoint.com)

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COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
120 WEST FIR STREET · FORT BRAGG · CALIFORNIA · 95437



STEVE DUNNICLIFF, DIRECTOR
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FB FAX: 707-961-2427
pbs@co.mendocino.ca.us
www.co.mendocino.ca.us/planning

STATEMENT OF SPECIAL INSPECTIONS

SITE ADDRESS 501 Low Gap Road, Ukiah, 95482	APN 001-050-14-00	BP# TBD
Owner: County of Mendocino	Contractor: TBD	
Address: 501 Low Gap Road	Address:	
City/St: Ukiah / California Zip: 95482 Phone: (707)234-6068	City/St: Zip: Phone:	
Applicant: Mendocino County, Facilities & Fleet Division	Engineer/Architect: 4 S.T.E.L. Engineering, Inc.	
Address: 851 Low Gap Road	Address: 26030 Acero	
City/St: Ukiah / California Zip: 95482 Phone: 707-234-6058	City/St: Mission Viejo Zip: 92691 Phone: (949) 305-1150	
PROJECT DESCRIPTION: Project consists of the installation of (4) double EV chargers, and (2) single EV charger, the EV chargers will be installed on the west side of the property in the existing parking lot.		

This "STATEMENT OF SPECIAL INSPECTIONS" is submitted in fulfillment of the requirements of CBC Sections 1704 and 1705. This form is structured after and used by permission from the [Structural Engineer Association of Northern California's](#) (SEAONC) model statement of Special Inspections. Also, included with this form is the following:

- ☒ "LIST OF SPECIAL INSPECTION AGENCIES (page 2). A list of testing agencies and other special inspectors that will be retained to conduct the tests and inspections for this project
- ☒ "SCHEDULE OF SPECIAL INSPECTION" (page 3 – 6). The Schedule of Special Inspections summarizes the Special Inspections and tests required. Special Inspectors will refer to the approved plans and specifications for detailed special inspection requirements. Any additional tests and inspections required by the approved plans and specifications shall also be performed.

Special Inspections and Testing will be performed in accordance with the approved plans and specifications, this statement and CBC Sections 1704, 1705, 1706, 1707, and 1708. Interim reports will be submitted to the Building Official and the Registered Design Professional in Responsible Charge in accordance with CBC Section 1704.1.2.

A Final Report of Special Inspections documenting required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy (Section 1704.1.2). The Final Report will document:

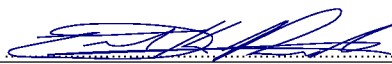
- Required special inspections.
- Correction of discrepancies noted in inspections.

The Owner recognizes his or her obligation to ensure that the construction complies with the approved permit documents and to implement this program of special inspections. In partial fulfillment of these obligations, the Owner will retain and directly pay for the Special Inspections as required in CBC Section 1704.1.

This plan has been developed with the understanding that the Building Official will:

- Review and approve the qualifications of the Special Inspectors who will perform the inspections.
- Monitor special inspection activities on the job site to assure that the Special Inspectors are qualified and are performing their duties as called for in this Statement of Special Inspection.
- Review submitted inspection reports.
- Perform inspections as required by the local building code.

I have read and agree to comply with the terms and conditions of this statement

Prepared By: Project <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Architect Registered Design Professional in Charge	Signature:  Lic.# S 5885 Date: 09/27/2024
Owner Name:	
Owner's Authorization	Signature: Doug Anderson Date: 9-25-2024
Inspection Agency / Inspector Name:	Signature: _____ Lic.# _____ Date: _____
Building Official or designee:	Signature: _____ Date: _____

LIST OF SPECIAL INSPECTION AGENCIES

APPROVAL OF SPECIAL INSPECTORS:

Each special inspection agency, testing facility, and special inspector shall be recognized by the Building Official prior to performing any duties. Special Inspection agency's listed on this form must be pre-approved and listed on Mendocino County's approved Special Inspector's list. Special inspectors shall carry approved identification when performing the functions of a special inspector. Identification cards shall follow the criteria set by the [California Council of Testing and Inspection Agencies](#). No personnel changes shall be made without first obtaining the approval of the Building Official. Any unauthorized personnel changes may result in a "Stop Work Order" and possible permit revocation. To be pre-approved by the County of Mendocino, refer to the SPECIAL INSPECTION CRITERIA handout. Please allow two weeks to complete the application process.

The following are the testing and special inspection agencies that will be retained to conduct tests and inspection on this project:

EXPERTISE	FIRM / INSPECTOR INFORMATION *
1. Special Inspection (except for geotechnical)	Firm...SHN.....Addr. 335 South Main Street..... City...Willits.....State CA.....Zip 95490..... Telephone (707) 495-4518.....Fax (707) 495-1884.....Email info@shn-engr.com.....
2. Material Testing	Firm...SHN.....Addr. 335 South Main Street..... City...Willits.....State CA.....Zip 95490..... Telephone (707) 495-4518.....Fax (707) 495-1884.....Email info@shn-engr.com.....
3. Geotechnical Inspections	Firm...NA.....Addr..... City.....State.....Zip..... Telephone.....Fax.....Email.....
4. Other:	Firm...NA.....Addr..... City.....State.....Zip..... Telephone.....Fax.....Email.....

*All agencies specified on this form must be pre-approved and listed on the County of Mendocino's Approved Special Inspector's List.

SEISMIC REQUIREMENTS (Section 1705.3.6)

Description of seismic-force-resisting system and designated seismic systems subject to special inspections as per Section 1705.3:

Not applicable.

The extent of the seismic-force-resisting system is defined in more detail in the construction documents.

WIND REQUIREMENTS (Section 1705.4.1)

Description of main wind-force-resisting system and designated wind resisting components subject to special inspections in accordance with Section 1705.4.2:

Not applicable.

The extent of the main wind-force-resisting system and wind resisting components is defined in more detail in the construction documents.

SCHEDULE OF SPECIAL INSPECTION

SITE ADDRESS 501 Low Gap Road, Ukiah, 95482	APN 001-050-14-00	BP#
PROJECT DESCRIPTION: Project consists of the installation of (4) double EV chargers, and (2) single EV charger, the EV chargers will be installed on the west side of the property in the existing parking lot.		

Notation Used in Table:

Column headers:

- C Indicates continuous inspection is required.
P Indicates periodic inspections are required. The notes and/or contract documents should clarify.

Box entries:

- X Is placed in the appropriate column to denote either "C" continuous or "P" periodic inspections.
--- Denotes an activity that is either a one-time activity or one whose frequency is defined in some other manner.

Additional detail regarding inspections and tests are provided in the project specifications or notes on the drawings.

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
INSPECTION OF FABRICATORS				
1. <input type="checkbox"/> Inspect fabricator's fabrication and quality control procedures.	---	---		1704.3

INSPECTION OF STEEL				
1. Material verification of high-strength bolts, nuts and washers.				
<input type="checkbox"/> Identification marking to conform to ASTM stds specified in the approved construction documents.	---	X	AISC 360, Section A3.3 and applicable ASTM material standards	
<input type="checkbox"/> Inspect fabricator's fabrication and quality control procedures.	---	X	---	---
2. Inspection of high-strength bolting:				
<input type="checkbox"/> Snug-tight joints.	---	X	AISC 360, Section M2.5	1704.3.3
<input type="checkbox"/> Pretensioned and slip-critical joints using turn-of-nut with matchmarking, twist-off bolt or direct tension indicator methods of installation.	---	X		
<input type="checkbox"/> Pretensioned and slip-critical joints using turn-of-nut without matchmarking or calibrated wrench methods of installation.	X	---		
3. Material verification of structural steel and cold-formed steel deck.				
<input type="checkbox"/> For structural steel, identification markings to conform to AISC 360.	---	X	AISC 360, Section M2.5	
<input type="checkbox"/> For other steel, identification markings to conform to ASTM standards specified in the approved construction documents.	---	X	Applicable ASTM material standards	
<input type="checkbox"/> Manufacturer's certified test reports.	---	X		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
4. Material verification of weld filler materials:				
<input type="checkbox"/> Identification marking to conform to AWS specification in the approved construction documents.	---	X	AISC 360, Section A3.5 and applicable AWS A5 documents	---
<input type="checkbox"/> Manufacturer's certificate of compliance required.	---	X	---	---
5. Inspection of welding:				
a. Structural steel and cold-formed steel deck:				
<input type="checkbox"/> Complete and partial joint penetration groove welds.	X	---	AWS D1.1	1704.3.1
<input type="checkbox"/> Multipass fillet welds.	X	---		
<input type="checkbox"/> Single-pass fillet welds > 5/16"	X	---		
<input type="checkbox"/> Plug and slot welds.	X	---		
<input type="checkbox"/> Single-pass fillet welds <= 5/16"	---	X		
<input type="checkbox"/> Floor and roof deck welds.	---	X	AWS D1.3	
b. Reinforcing steel:				
<input type="checkbox"/> Verification of weldability of reinforcing steel other than ASTM A 706.	---	X	AWS D1.4 ACI 318: Section 3.5.2	---
<input type="checkbox"/> Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special structural walls of concrete and shear reinforcement.	X	---		
<input type="checkbox"/> Shear reinforcement.	X	---		
<input type="checkbox"/> Other reinforcing steel.	---	X		
6. Inspection of steel frame joints details for compliance:				
<input type="checkbox"/> Details such as bracing and stiffening.	---	X	---	1704.3.2
<input type="checkbox"/> Member locations.	---	X		
<input type="checkbox"/> Application of joint details at each connection.	---	X		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
INSPECTION OF WELDING				
1. <input type="checkbox"/> Welded studs when used for structural diaphragms.	---	X	---	1704.3
2. <input type="checkbox"/> Welding of cold-formed steel framing members.	---	X		
3. <input type="checkbox"/> Welding of stairs and railing systems.	---	X		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE		
INSPECTION OF CONCRETE						
1. <input type="checkbox"/> Inspection of reinforcing steel, including prestressing tendons and placement.	---	X	ACI 318: 3.5, 7.1-7.7	1913.4		
2. <input type="checkbox"/> Inspection of reinforcing steel welding in accordance with Table 1704.3 Item 5b.	---	---	AWS D1.4 ACI 318: 3.5.2	---		
3. <input checked="" type="checkbox"/> Inspection of bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased or where strength design is used.	X	---	ACI 318: 8.1.3, 21.2.8	1911.5, 1912.1		
4. <input checked="" type="checkbox"/> Inspection of anchors installed in hardened concrete.	---	X	ACI 318:	1912.1		
5. <input type="checkbox"/> Verifying use of required design mix.	---	X	ACI 318:	1904.2.2, 1913.2, 1913.3		
6. <input type="checkbox"/> At time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests and determine the temperature of the concrete.	X	---	ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	1913.10		
7. <input type="checkbox"/> Inspection of concrete and shotcrete placement for proper application techniques.	X	---	ACI 318: 5.9, 5.10	1913.6, 1913.7, 1913.8		
8. <input type="checkbox"/> Inspection for maintenance of specified curing temperature and techniques.	---	X	ACI 318: 5.11-5.13	1913.9		
9. Inspection of prestressed concrete:						
<input type="checkbox"/> Application of prestressing forces.	X	---	ACI 318: 18.20	---		
<input type="checkbox"/> Grouting of bonded prestressing tendons in the seismic force-resisting system.	X	---	ACI 318: 18.18.4			
10. <input type="checkbox"/> Erection of precast concrete members.	---	X	ACI 318: Ch. 16	---		
11. <input type="checkbox"/> Verification of in-situ concrete strength, prior to stressing of tendons in posttensioned concrete and prior to removal of shores and forms from beams and structural slabs.	---	X	ACI 318: 6.2	---		
12. <input type="checkbox"/> Inspect formwork for shape, location, and dimensions of the concrete member being formed.	---	X	ACI 318: 6.6.1	---		
13. <input checked="" type="checkbox"/> Bolts Installed in Existing Masonry or Concrete						
<input type="checkbox"/> Direct tension testing of existing anchors.	---	X	See ICC ES Reports form special inspection requirements for proprietary products			
<input type="checkbox"/> Direct tension testing of new bolts.	---	X				
<input checked="" type="checkbox"/> Torque testing of new bolts.	---	X				
<input type="checkbox"/> Prequalification test for bolts and other types of anchors.	---	X				
14. <input type="checkbox"/> Other:						

VERIFICATION AND INSPECTION	C	P	REFERENCE FOR CRITERIA		
			IBC SECTION	TMS 402/ACI 530/ASCE 5	TMS 402/ACI 530/ASCE 6
INSPECTION OF LEVEL 1 MASONRY					
1. <input type="checkbox"/> Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	---	X	---	---	Art. 1.5
2. <input type="checkbox"/> Verification of f'_m and f'_{AAC} prior to construction except where specifically exempted by this code.	---	X	---	---	Art. 1.4B
3. <input type="checkbox"/> Verification of slump flow and VSI as delivered to the site for self consolidating grout.	X	---	---	---	Art. 1.5B.1.b.3
4. As masonry construction begins, the following shall be verified to ensure compliance:					
<input type="checkbox"/> Proportions of site-prepared mortar.	---	X	---	---	Art. 2.6A
<input type="checkbox"/> Construction of mortar joints.	---	X	---	---	Art.3.3B
<input type="checkbox"/> Location of reinforcement, connectors, prestressing tendons, and anchorages.	---	X	---	---	Art. 3.4, 3.6A
<input type="checkbox"/> Prestressing technique.	---	X	---	---	Art. 3.6B
<input type="checkbox"/> Grade and size of prestressing tendons and anchorages.	---	X	---	---	Art. 2.4B, 2.4H
5. During construction the inspection program shall verify:					
<input type="checkbox"/> Size and location of structural elements.	---	X	---	---	Art. 3.3F
<input type="checkbox"/> Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction.	---	X	---	Sec. 1.2.2(e), 1.16.1	---
<input type="checkbox"/> Specified size, grade, and type of reinforcement, anchor bolts, prestressing tendons and anchorages.	---	X	---	Sec. 1.15	Art. 2.4, 3.4
<input type="checkbox"/> Welding of reinforcing bars.	X	---	---		---
<input type="checkbox"/> Preparation, construction and protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F).	---	X	Sec. 2104.3, 2104.4	---	Art. 1.8C, 1.8D
<input type="checkbox"/> Application and measurement of prestressing force.	X	---	---	---	Art. 3.6B
6. Prior to grouting the following shall be verified to ensure compliance:					
<input type="checkbox"/> Grout space is clean.	---	X	---	---	Art. 3.2D
<input type="checkbox"/> Placement of reinforcement and connectors and prestressing tendons and anchorages.	---	X	---	Sec. 1.3	Art. 3.4
<input type="checkbox"/> Proportions of site-prepared grout and prestressing grout for bonded tendons.	---	X	---	---	Art. 2.6B
<input type="checkbox"/> Construction of mortar joints.	---	X	---	---	Art. 3.3B
7. Grout placement:					
<input type="checkbox"/> Grout placement shall be verified ensure compliance.	X	---	---	---	Art. 3.5
<input type="checkbox"/> Observe grouting of prestressing bonded tendons.	X	---	---	---	Art 3.6C

VERIFICATION AND INSPECTION	C	P	REFERENCE FOR CRITERIA		
			IBC SECTION	TMS 402/ACI 530/ASCE 5	TMS 402/ACI 530/ASCE 6
8. <input type="checkbox"/> Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed.	---	X	Sec. 2105.2.2, 2105.3	---	Art. 1.4
INSPECTION OF LEVEL 2 MASONRY					
1. <input type="checkbox"/> Compliance with required inspection provisions of the construction documents and the approved submittals.	---	X	---	---	Art. 1.5
2. <input type="checkbox"/> Verification of f'_m and f'_{AAC} prior to construction and for every 5,000 square feet during construction.	---	X	---	---	Art. 1.4B
3. <input type="checkbox"/> Verification of proportions of materials in premixed or preblended mortar and grout as delivered to the site.	---	X	---	---	Art. 1.5B
4. <input type="checkbox"/> Verification of slump flow and VSI as delivered to the site for self consolidating grout.	X	---	---	---	Art. 1.5B.1.b.3
5. The following shall be verified to ensure compliance:					
<input type="checkbox"/> Proportions of site-prepared mortar, grout, and prestressing grout for bonded tendons.	---	X	---	---	Art. 2.6A
<input type="checkbox"/> Placement of masonry units and construction of mortar joints.	---	X	---	---	Art. 3.3B
<input type="checkbox"/> Placement of reinforcement, connectors and prestressing tendons and anchorages.	---	X	---	Sec. 1.15	Art. 3.4, 3.6A
<input type="checkbox"/> Grout space prior to grouting.	X	---	---	---	Art. 3.2D
<input type="checkbox"/> Placement of grout.	X	---	---	---	Art. 3.5
<input type="checkbox"/> Placement of prestressing grout.	X	---	---	---	Art. 3.6C
<input type="checkbox"/> Size and location of structural elements.	---	X	---	---	Art. 3.3F
<input type="checkbox"/> Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames and other construction.	X	---	---	Sec.1.2.2(e)	---
<input type="checkbox"/> Specified size, grade, and type of reinforcement, anchor bolts, prestressing tendons and anchorages.	---	X	---	Sec. 1.15	Art. 2.4, 3.4
<input type="checkbox"/> Welding of reinforcing bars.	X	---	---	Sec. 2.1.9.7.2, 3.3.3.4 (b)	---
<input type="checkbox"/> Preparation, construction, and protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F).	---	X	Sec. 2104.3, 2104.4	---	Art. 1.8C, 1.8D
<input type="checkbox"/> Application and measurement of prestressing force.	X	---	---	---	Art. 3.6B
6. <input type="checkbox"/> Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed.	X	---	Sec. 2105.2.2, 2105.3	---	Art. 1.4

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
INSPECTION OF WOOD				
1. <input type="checkbox"/> Inspect prefabricated wood structural elements and assemblies in accordance with Section 1704.2.	---	---	---	1704.6
2. <input type="checkbox"/> Inspect site built assemblies.	---	---		
3. Inspect high-load diaphragms:				
<input type="checkbox"/> Verify grade and thickness of sheathing.	---	---	---	1704.6.1
<input type="checkbox"/> Verify nominal size of framing members at adjoining panel edges.	---	---		
<input type="checkbox"/> Verify nail or staple diameter and length,	---	---		
<input type="checkbox"/> Verify number of fastener lines,	---	---		
<input type="checkbox"/> Verify spacing between fasteners in each line and at edge margins.	---	---		
4. <input type="checkbox"/> Metal-plate-connected wood trusses spanning 60 feet or greater: Verify temporary installation restraint/bracing and the permanent individual truss member bracing are installed in accordance with the approved truss submittal package.	---	X	---	1704.6.2
REQUIRED VERIFICATION AND INSPECTION OF SOIL				
1. <input type="checkbox"/> Verify materials below footings are adequate to achieve the desired bearing capacity.	---	X	---	Table 1704.7
2. <input type="checkbox"/> Verify excavations are extended to proper depth and have reached proper material.	---	X		
3. <input type="checkbox"/> Perform classification and testing of compacted fill materials.	---	X		
4. <input type="checkbox"/> Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	X	---		
5. <input type="checkbox"/> Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	---	X		
REQUIRED VERIFICATION AND INSPECTION OF DEEP DRIVEN FOUNDATION ELEMENTS				
1. <input type="checkbox"/> Verify element materials, sizes and lengths comply with the requirements.	X	---	---	Table 1704.8
2. <input type="checkbox"/> Determine capacities of test elements and conduct additional load tests, as required.	X	---		
3. <input type="checkbox"/> Observe driving operations and maintain complete and accurate records for each element.	X	---		
4. <input type="checkbox"/> Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	X	---		
5. <input type="checkbox"/> For steel elements, perform additional inspections in accordance with Section 1704.3.	---	---		
6. <input type="checkbox"/> For concrete elements and concrete filled elements, perform additional inspections in accordance with Section 1704.4.	---	---		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
7. <input type="checkbox"/> For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	---	---	---	Table 1704.8
REQUIRED VERIFICATION AND INSPECTION OF CAST-IN-PLACE DEEP FOUNDATION ELEMENTS				
1. <input type="checkbox"/> Observe drilling operations and maintain complete and accurate records for each element.	X	---	---	Table 1704.9
2. <input type="checkbox"/> Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable), and adequate end-bearing strata capacity. Record concrete or grout volumes.	X	---		
3. <input type="checkbox"/> For concrete elements, perform additional inspections in accordance with Section 1704.4.	---	---		
HELICAL PILE FOUNDATIONS				
1. <input type="checkbox"/> Record installation equipment used, pile dimensions, tip elevations, final depth, final installation torque.	X	---	---	1704.10
SPRAYED FIRE-RESISTANT MATERIALS				
Physical and visual tests				
1. Condition of substrates.				
<input type="checkbox"/> Inspect surface for accordance with the approved fire-resistance design and the approved manufacturer's written instructions.	---	---	---	1704.12.1
<input type="checkbox"/> Verify minimum ambient temperature before and after application.	---	X		
<input type="checkbox"/> Verify ventilation of area during and after application.	---	X		
2. <input type="checkbox"/> Measure average thickness per ASTM E605 and Section 1704.12.4.	---	---		
3. <input type="checkbox"/> Verify density of material for conformance with the approved fire-resistant design and ASTM E605. (Ref. Section 1704.12.5)	---	---		
4. <input type="checkbox"/> Test cohesive/adhesive bond strength per Section 1704.12.6.	---	---		
5. <input type="checkbox"/> Condition of finished application.				
MISCELLANEOUS				
1. Mastic and Intumescent Fire-Resistant Coating.	---	---	---	1704.13
2. Exterior Insulation and Finish Systems (EIFS). Water-resistive barrier coating when installed over a sheathing substrate.	---	---	---	1704.14
3. Special Cases	---	---	---	1704.15
4. Smoke Control System	---	---	---	1704.16
5. Seismic Resistance				
<input type="checkbox"/> Suspended ceiling systems and their anchorage.	---	---	---	1705.3 [4.3]

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
6. Wind Resistance				
<input type="checkbox"/> Roof cladding and roof framing connections.	---	---	---	
<input type="checkbox"/> Wall connections to roof and floor diaphragms and framing.	---	---	---	
<input type="checkbox"/> Roof and floor diaphragm systems, including collectors, drag struts and boundary elements.	---	---	---	
<input type="checkbox"/> Vertical wind-force-resisting systems, including braced frames, moment frames, and shear walls.	---	---	---	
<input type="checkbox"/> Wind-force-resisting system connections to the foundation.	---	---	---	
<input type="checkbox"/> Fabrication and installation of systems or components required to meet the impact resistance requirements of Section 1609.1.2.	---	---	---	
SPECIAL INSPECTION FOR WIND REQUIREMENTS				
1. Structural Wood				
<input type="checkbox"/> Inspect field gluing operations of elements of the main wind-force-resisting system.	X	---	---	1706.2
<input type="checkbox"/> Inspect nailing, bolting, anchoring, and other fastening of components within the main windforce-resisting system, including wood shear walls, wood diaphragms, drag struts, braces and hold-downs.	---	X		
2. Cold-Formed Steel Framing				
<input type="checkbox"/> Welding of elements of the main wind-force-resisting system.	---	X	---	1706.3
<input type="checkbox"/> Inspection of screw attachments, bolting, anchoring, and other fastening of components within the main wind-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.	---	X		
3. Wind-resisting components				
<input type="checkbox"/> Roof cladding.	---	X	---	1706.4
<input type="checkbox"/> Wall cladding.	---	X		
SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE				
1. <input type="checkbox"/> Special inspection for welding in accordance with the quality assurance plan requirements of AISC 341.	X	---		1707.2
2. Structural Wood				
<input type="checkbox"/> Inspect field gluing operations of elements of the seismic-force-resisting system.	X	---		1707.3
<input type="checkbox"/> Inspect nailing, bolting, anchoring, and other fastening of components within the seismic-force-resisting system, including wood shear walls, wood diaphragms, drag struts, braces, shear panels and hold-downs.	---	X		
3. Cold-Formed steel light-frame construction				
<input type="checkbox"/> Welding of elements of the seismic-force-resisting system.	---	X		1707.4

<input type="checkbox"/> Inspection of screw attachments, bolting, anchoring, and other fastening of components within the seismic-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.	---	X		
4. Storage racks and access floors				
<input type="checkbox"/> Anchorage of storage racks 8 feet or greater in height and access floors.	---	X		1707.5
5. Architectural components				
<input type="checkbox"/> Inspect erection and fastening of exterior cladding weighing more than 5 psf and higher than 30 feet above grade or walking surface.	---	X	---	1707.6
<input type="checkbox"/> Inspect erection and fastening of veneer weighing more than 5 psf.and higher than 30 feet above grade or walking surface.	---	X		
<input type="checkbox"/> Inspect erection and fastening of all exterior non-bearing walls higher than 30 feet above grade or walking surface.	---	X		
<input type="checkbox"/> Inspect erection and fastening of all interior non-bearing walls weighing more than 15 psf and higher than 30 feet above grade or walking surface.	---	X		
6. Mechanical and Electrical Components				
<input type="checkbox"/> Inspect anchorage of electrical equipment for emergency or stand-by power systems.	---	X	---	1707.7
<input type="checkbox"/> Inspect anchorage of non-emergency electrical equipment.	---	X		
<input type="checkbox"/> Inspect installation of piping systems and associated mechanical units carrying flammable, combustible, or highly toxic contents.	---	X		
<input type="checkbox"/> Inspect installation of HVAC ductwork that contains hazardous materials.	---	X		
<input type="checkbox"/> Inspect installation of vibration isolation systems where required by Section 1707.7.	---	X		
7. <input type="checkbox"/> Verify that the equipment label and anchorage or mounting conforms to the certificate of compliance when mechanical and electrical equipment must be seismically qualified.	---	---	---	1707.8
8. <input type="checkbox"/> Seismic isolation system: Inspection of isolation system per ASCE 7 – Section 17.2.4.8	---	X	---	1707.9
9. <input type="checkbox"/> Obtain mill certificates for reinforcing steel, verify compliance with approved construction documents, and verify steel supplied corresponds to certificate.	---	---	---	1708.2
10. <input type="checkbox"/> Structural Steel: Invoke the QAP Quality Assurance requirements in AISC 341.	---	---	---	1708.3
11. <input type="checkbox"/> Obtain certificate that equipment has been seismically qualified.	---	---	---	1708.4
12. <input type="checkbox"/> Obtain system tests as required by ASCE 7 Section 17.8.	---	---	---	1708.5



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
120 WEST FIR STREET · FORT BRAGG · CALIFORNIA · 95437



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STATEMENT OF SPECIAL INSPECTIONS

SITE ADDRESS 727 South State Street, Ukiah, 95482	APN 003-040-61-00	BP# TBD
Owner: County of Mendocino	Contractor: TBD	
Address: 501 Low Gap Road	Address:	
City/St: Ukiah / California Zip: 95482 Phone: (707)234-6068	City/St: Zip: Phone:	
Applicant: Mendocino County, Facilities & Fleet Division	Engineer/Architect: 4 S.T.E.L. Engineering, Inc.	
Address: 851 Low Gap Road	Address: 26030 Acero	
City/St: Ukiah / California Zip: 95482 Phone: 707-234-6058	City/St: Mission Viejo Zip: 92691 Phone: (949) 305-1150	
PROJECT DESCRIPTION: Project consists of the installation of (6) double EV chargers, and (2) single EV charger, the EV chargers will be installed on the west side of the property in the existing parking lot.		

This "STATEMENT OF SPECIAL INSPECTIONS" is submitted in fulfillment of the requirements of CBC Sections 1704 and 1705. This form is structured after and used by permission from the [Structural Engineer Association of Northern California's](#) (SEAONC) model statement of Special Inspections. Also, included with this form is the following:

- ☒ "LIST OF SPECIAL INSPECTION AGENCIES (page 2). A list of testing agencies and other special inspectors that will be retained to conduct the tests and inspections for this project
- ☒ "SCHEDULE OF SPECIAL INSPECTION" (page 3 – 6). The Schedule of Special Inspections summarizes the Special Inspections and tests required. Special Inspectors will refer to the approved plans and specifications for detailed special inspection requirements. Any additional tests and inspections required by the approved plans and specifications shall also be performed.

Special Inspections and Testing will be performed in accordance with the approved plans and specifications, this statement and CBC Sections 1704, 1705, 1706, 1707, and 1708. Interim reports will be submitted to the Building Official and the Registered Design Professional in Responsible Charge in accordance with CBC Section 1704.1.2.

A Final Report of Special Inspections documenting required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy (Section 1704.1.2). The Final Report will document:


- Required special inspections.
- Correction of discrepancies noted in inspections.

The Owner recognizes his or her obligation to ensure that the construction complies with the approved permit documents and to implement this program of special inspections. In partial fulfillment of these obligations, the Owner will retain and directly pay for the Special Inspections as required in CBC Section 1704.1.

This plan has been developed with the understanding that the Building Official will:

- Review and approve the qualifications of the Special Inspectors who will perform the inspections.
- Monitor special inspection activities on the job site to assure that the Special Inspectors are qualified and are performing their duties as called for in this Statement of Special Inspection.
- Review submitted inspection reports.
- Perform inspections as required by the local building code.

I have read and agree to comply with the terms and conditions of this statement

Prepared By: Project <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Architect Registered Design Professional in Charge	Signature:  Lic.# S 5885 Date: 09/27/2024
Owner Name:	
Owner's Authorization	Signature: Doug Anderson Date: 09/25/2024
Inspection Agency / Inspector Name:	Signature: Date:
Building Official or designee:	Signature: Date:

LIST OF SPECIAL INSPECTION AGENCIES

APPROVAL OF SPECIAL INSPECTORS:

Each special inspection agency, testing facility, and special inspector shall be recognized by the Building Official prior to performing any duties. Special Inspection agency's listed on this form must be pre-approved and listed on Mendocino County's approved Special Inspector's list. Special inspectors shall carry approved identification when performing the functions of a special inspector. Identification cards shall follow the criteria set by the [California Council of Testing and Inspection Agencies](#). No personnel changes shall be made without first obtaining the approval of the Building Official. Any unauthorized personnel changes may result in a "Stop Work Order" and possible permit revocation. To be pre-approved by the County of Mendocino, refer to the SPECIAL INSPECTION CRITERIA handout. Please allow two weeks to complete the application process.

The following are the testing and special inspection agencies that will be retained to conduct tests and inspection on this project:

EXPERTISE	FIRM / INSPECTOR INFORMATION *
1. Special Inspection (except for geotechnical)	Firm...SHN.....Addr...335 South Main Street..... City...Willits.....State...CA.....Zip...95490..... Telephone (707) 495-4518.....Fax (707) 495-1884.....Email info@shn-engr.com.....
2. Material Testing	Firm...SHN.....Addr...335 South Main Street..... City...Willits.....State...CA.....Zip...95490..... Telephone (707) 495-4518.....Fax (707) 495-1884.....Email info@shn-engr.com.....
3. Geotechnical Inspections	Firm...NA.....Addr..... City.....State.....Zip..... Telephone.....Fax.....Email.....
4. Other:	Firm...NA.....Addr..... City.....State.....Zip..... Telephone.....Fax.....Email.....

*All agencies specified on this form must be pre-approved and listed on the County of Mendocino's Approved Special Inspector's List.

SEISMIC REQUIREMENTS (Section 1705.3.6)

Description of seismic-force-resisting system and designated seismic systems subject to special inspections as per Section 1705.3:

Not applicable.

The extent of the seismic-force-resisting system is defined in more detail in the construction documents.

WIND REQUIREMENTS (Section 1705.4.1)

Description of main wind-force-resisting system and designated wind resisting components subject to special inspections in accordance with Section 1705.4.2:

Not applicable.

The extent of the main wind-force-resisting system and wind resisting components is defined in more detail in the construction documents.

SCHEDULE OF SPECIAL INSPECTION

SITE ADDRESS	727 South State Street, Ukiah, 95482	APN	003-040-61-00	BP#	
PROJECT DESCRIPTION: Project consists of the installation of (6) double EV chargers, and (2) single EV charger, the EV chargers will be installed on the west side of the property in the existing parking lot.					

Notation Used in Table:

Column headers:

- C Indicates continuous inspection is required.
P Indicates periodic inspections are required. The notes and/or contract documents should clarify.

Box entries:

- X Is placed in the appropriate column to denote either "C" continuous or "P" periodic inspections.
--- Denotes an activity that is either a one-time activity or one whose frequency is defined in some other manner.

Additional detail regarding inspections and tests are provided in the project specifications or notes on the drawings.

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
INSPECTION OF FABRICATORS				
1. <input type="checkbox"/> Inspect fabricator's fabrication and quality control procedures.	---	---		1704.3

INSPECTION OF STEEL				
1. Material verification of high-strength bolts, nuts and washers.				
<input type="checkbox"/> Identification marking to conform to ASTM stds specified in the approved construction documents.	---	X	AISC 360, Section A3.3 and applicable ASTM material standards	
<input type="checkbox"/> Inspect fabricator's fabrication and quality control procedures.	---	X	---	---
2. Inspection of high-strength bolting:				
<input type="checkbox"/> Snug-tight joints.	---	X	AISC 360, Section M2.5	1704.3.3
<input type="checkbox"/> Pretensioned and slip-critical joints using turn-of-nut with matchmarking, twist-off bolt or direct tension indicator methods of installation.	---	X		
<input type="checkbox"/> Pretensioned and slip-critical joints using turn-of-nut without matchmarking or calibrated wrench methods of installation.	X	---		
3. Material verification of structural steel and cold-formed steel deck.				
<input type="checkbox"/> For structural steel, identification markings to conform to AISC 360.	---	X	AISC 360, Section M2.5	
<input type="checkbox"/> For other steel, identification markings to conform to ASTM standards specified in the approved construction documents.	---	X	Applicable ASTM material standards	
<input type="checkbox"/> Manufacturer's certified test reports.	---	X		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
4. Material verification of weld filler materials:				
<input type="checkbox"/> Identification marking to conform to AWS specification in the approved construction documents.	---	X	AISC 360, Section A3.5 and applicable AWS A5 documents	---
<input type="checkbox"/> Manufacturer's certificate of compliance required.	---	X	---	---
5. Inspection of welding:				
a. Structural steel and cold-formed steel deck:				
<input type="checkbox"/> Complete and partial joint penetration groove welds.	X	---	AWS D1.1	1704.3.1
<input type="checkbox"/> Multipass fillet welds.	X	---		
<input type="checkbox"/> Single-pass fillet welds > 5/16"	X	---		
<input type="checkbox"/> Plug and slot welds.	X	---		
<input type="checkbox"/> Single-pass fillet welds <= 5/16"	---	X		
<input type="checkbox"/> Floor and roof deck welds.	---	X	AWS D1.3	
b. Reinforcing steel:				
<input type="checkbox"/> Verification of weldability of reinforcing steel other than ASTM A 706.	---	X	AWS D1.4 ACI 318: Section 3.5.2	---
<input type="checkbox"/> Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special structural walls of concrete and shear reinforcement.	X	---		
<input type="checkbox"/> Shear reinforcement.	X	---		
<input type="checkbox"/> Other reinforcing steel.	---	X		
6. Inspection of steel frame joints details for compliance:				
<input type="checkbox"/> Details such as bracing and stiffening.	---	X	---	1704.3.2
<input type="checkbox"/> Member locations.	---	X		
<input type="checkbox"/> Application of joint details at each connection.	---	X		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
INSPECTION OF WELDING				
1. <input type="checkbox"/> Welded studs when used for structural diaphragms.	---	X	---	1704.3
2. <input type="checkbox"/> Welding of cold-formed steel framing members.	---	X		
3. <input type="checkbox"/> Welding of stairs and railing systems.	---	X		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE		
INSPECTION OF CONCRETE						
1. <input type="checkbox"/> Inspection of reinforcing steel, including prestressing tendons and placement.	---	X	ACI 318: 3.5, 7.1-7.7	1913.4		
2. <input type="checkbox"/> Inspection of reinforcing steel welding in accordance with Table 1704.3 Item 5b.	---	---	AWS D1.4 ACI 318: 3.5.2	---		
3. <input checked="" type="checkbox"/> Inspection of bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased or where strength design is used.	X	---	ACI 318: 8.1.3, 21.2.8	1911.5, 1912.1		
4. <input checked="" type="checkbox"/> Inspection of anchors installed in hardened concrete.	---	X	ACI 318:	1912.1		
5. <input type="checkbox"/> Verifying use of required design mix.	---	X	ACI 318:	1904.2.2, 1913.2, 1913.3		
6. <input type="checkbox"/> At time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests and determine the temperature of the concrete.	X	---	ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	1913.10		
7. <input type="checkbox"/> Inspection of concrete and shotcrete placement for proper application techniques.	X	---	ACI 318: 5.9, 5.10	1913.6, 1913.7, 1913.8		
8. <input type="checkbox"/> Inspection for maintenance of specified curing temperature and techniques.	---	X	ACI 318: 5.11-5.13	1913.9		
9. Inspection of prestressed concrete:						
<input type="checkbox"/> Application of prestressing forces.	X	---	ACI 318: 18.20	---		
<input type="checkbox"/> Grouting of bonded prestressing tendons in the seismic force-resisting system.	X	---	ACI 318: 18.18.4			
10. <input type="checkbox"/> Erection of precast concrete members.	---	X	ACI 318: Ch. 16	---		
11. <input type="checkbox"/> Verification of in-situ concrete strength, prior to stressing of tendons in posttensioned concrete and prior to removal of shores and forms from beams and structural slabs.	---	X	ACI 318: 6.2	---		
12. <input type="checkbox"/> Inspect formwork for shape, location, and dimensions of the concrete member being formed.	---	X	ACI 318: 6.6.1	---		
13. <input checked="" type="checkbox"/> Bolts Installed in Existing Masonry or Concrete						
<input type="checkbox"/> Direct tension testing of existing anchors.	---	X	See ICC ES Reports form special inspection requirements for proprietary products			
<input type="checkbox"/> Direct tension testing of new bolts.	---	X				
<input checked="" type="checkbox"/> Torque testing of new bolts.	---	X				
<input type="checkbox"/> Prequalification test for bolts and other types of anchors.	---	X				
14. <input type="checkbox"/> Other:						

VERIFICATION AND INSPECTION	C	P	REFERENCE FOR CRITERIA		
			IBC SECTION	TMS 402/ACI 530/ASCE 5	TMS 402/ACI 530/ASCE 6
INSPECTION OF LEVEL 1 MASONRY					
1. <input type="checkbox"/> Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	---	X	---	---	Art. 1.5
2. <input type="checkbox"/> Verification of f'_m and f'_{AAC} prior to construction except where specifically exempted by this code.	---	X	---	---	Art. 1.4B
3. <input type="checkbox"/> Verification of slump flow and VSI as delivered to the site for self consolidating grout.	X	---	---	---	Art. 1.5B.1.b.3
4. As masonry construction begins, the following shall be verified to ensure compliance:					
<input type="checkbox"/> Proportions of site-prepared mortar.	---	X	---	---	Art. 2.6A
<input type="checkbox"/> Construction of mortar joints.	---	X	---	---	Art.3.3B
<input type="checkbox"/> Location of reinforcement, connectors, prestressing tendons, and anchorages.	---	X	---	---	Art. 3.4, 3.6A
<input type="checkbox"/> Prestressing technique.	---	X	---	---	Art. 3.6B
<input type="checkbox"/> Grade and size of prestressing tendons and anchorages.	---	X	---	---	Art. 2.4B, 2.4H
5. During construction the inspection program shall verify:					
<input type="checkbox"/> Size and location of structural elements.	---	X	---	---	Art. 3.3F
<input type="checkbox"/> Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction.	---	X	---	Sec. 1.2.2(e), 1.16.1	---
<input type="checkbox"/> Specified size, grade, and type of reinforcement, anchor bolts, prestressing tendons and anchorages.	---	X	---	Sec. 1.15	Art. 2.4, 3.4
<input type="checkbox"/> Welding of reinforcing bars.	X	---	---		---
<input type="checkbox"/> Preparation, construction and protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F).	---	X	Sec. 2104.3, 2104.4	---	Art. 1.8C, 1.8D
<input type="checkbox"/> Application and measurement of prestressing force.	X	---	---	---	Art. 3.6B
6. Prior to grouting the following shall be verified to ensure compliance:					
<input type="checkbox"/> Grout space is clean.	---	X	---	---	Art. 3.2D
<input type="checkbox"/> Placement of reinforcement and connectors and prestressing tendons and anchorages.	---	X	---	Sec. 1.3	Art. 3.4
<input type="checkbox"/> Proportions of site-prepared grout and prestressing grout for bonded tendons.	---	X	---	---	Art. 2.6B
<input type="checkbox"/> Construction of mortar joints.	---	X	---	---	Art. 3.3B
7. Grout placement:					
<input type="checkbox"/> Grout placement shall be verified ensure compliance.	X	---	---	---	Art. 3.5
<input type="checkbox"/> Observe grouting of prestressing bonded tendons.	X	---	---	---	Art 3.6C

VERIFICATION AND INSPECTION	C	P	REFERENCE FOR CRITERIA		
			IBC SECTION	TMS 402/ACI 530/ASCE 5	TMS 402/ACI 530/ASCE 6
8. <input type="checkbox"/> Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed.	---	X	Sec. 2105.2.2, 2105.3	---	Art. 1.4
INSPECTION OF LEVEL 2 MASONRY					
1. <input type="checkbox"/> Compliance with required inspection provisions of the construction documents and the approved submittals.	---	X	---	---	Art. 1.5
2. <input type="checkbox"/> Verification of f'_m and f'_{AAC} prior to construction and for every 5,000 square feet during construction.	---	X	---	---	Art. 1.4B
3. <input type="checkbox"/> Verification of proportions of materials in premixed or preblended mortar and grout as delivered to the site.	---	X	---	---	Art. 1.5B
4. <input type="checkbox"/> Verification of slump flow and VSI as delivered to the site for self consolidating grout.	X	---	---	---	Art. 1.5B.1.b.3
5. The following shall be verified to ensure compliance:					
<input type="checkbox"/> Proportions of site-prepared mortar, grout, and prestressing grout for bonded tendons.	---	X	---	---	Art. 2.6A
<input type="checkbox"/> Placement of masonry units and construction of mortar joints.	---	X	---	---	Art. 3.3B
<input type="checkbox"/> Placement of reinforcement, connectors and prestressing tendons and anchorages.	---	X	---	Sec. 1.15	Art. 3.4, 3.6A
<input type="checkbox"/> Grout space prior to grouting.	X	---	---	---	Art. 3.2D
<input type="checkbox"/> Placement of grout.	X	---	---	---	Art. 3.5
<input type="checkbox"/> Placement of prestressing grout.	X	---	---	---	Art. 3.6C
<input type="checkbox"/> Size and location of structural elements.	---	X	---	---	Art. 3.3F
<input type="checkbox"/> Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames and other construction.	X	---	---	Sec.1.2.2(e)	---
<input type="checkbox"/> Specified size, grade, and type of reinforcement, anchor bolts, prestressing tendons and anchorages.	---	X	---	Sec. 1.15	Art. 2.4, 3.4
<input type="checkbox"/> Welding of reinforcing bars.	X	---	---	Sec. 2.1.9.7.2, 3.3.3.4 (b)	---
<input type="checkbox"/> Preparation, construction, and protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F).	---	X	Sec. 2104.3, 2104.4	---	Art. 1.8C, 1.8D
<input type="checkbox"/> Application and measurement of prestressing force.	X	---	---	---	Art. 3.6B
6. <input type="checkbox"/> Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed.	X	---	Sec. 2105.2.2, 2105.3	---	Art. 1.4

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
INSPECTION OF WOOD				
1. <input type="checkbox"/> Inspect prefabricated wood structural elements and assemblies in accordance with Section 1704.2.	---	---	---	1704.6
2. <input type="checkbox"/> Inspect site built assemblies.	---	---		
3. Inspect high-load diaphragms:				
<input type="checkbox"/> Verify grade and thickness of sheathing.	---	---	---	1704.6.1
<input type="checkbox"/> Verify nominal size of framing members at adjoining panel edges.	---	---		
<input type="checkbox"/> Verify nail or staple diameter and length,	---	---		
<input type="checkbox"/> Verify number of fastener lines,	---	---		
<input type="checkbox"/> Verify spacing between fasteners in each line and at edge margins.	---	---		
4. <input type="checkbox"/> Metal-plate-connected wood trusses spanning 60 feet or greater: Verify temporary installation restraint/bracing and the permanent individual truss member bracing are installed in accordance with the approved truss submittal package.	---	X	---	1704.6.2
REQUIRED VERIFICATION AND INSPECTION OF SOIL				
1. <input type="checkbox"/> Verify materials below footings are adequate to achieve the desired bearing capacity.	---	X	---	Table 1704.7
2. <input type="checkbox"/> Verify excavations are extended to proper depth and have reached proper material.	---	X		
3. <input type="checkbox"/> Perform classification and testing of compacted fill materials.	---	X		
4. <input type="checkbox"/> Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	X	---		
5. <input type="checkbox"/> Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	---	X		
REQUIRED VERIFICATION AND INSPECTION OF DEEP DRIVEN FOUNDATION ELEMENTS				
1. <input type="checkbox"/> Verify element materials, sizes and lengths comply with the requirements.	X	---	---	Table 1704.8
2. <input type="checkbox"/> Determine capacities of test elements and conduct additional load tests, as required.	X	---		
3. <input type="checkbox"/> Observe driving operations and maintain complete and accurate records for each element.	X	---		
4. <input type="checkbox"/> Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	X	---		
5. <input type="checkbox"/> For steel elements, perform additional inspections in accordance with Section 1704.3.	---	---		
6. <input type="checkbox"/> For concrete elements and concrete filled elements, perform additional inspections in accordance with Section 1704.4.	---	---		

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
7. <input type="checkbox"/> For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	---	---	---	Table 1704.8
REQUIRED VERIFICATION AND INSPECTION OF CAST-IN-PLACE DEEP FOUNDATION ELEMENTS				
1. <input type="checkbox"/> Observe drilling operations and maintain complete and accurate records for each element.	X	---	---	Table 1704.9
2. <input type="checkbox"/> Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable), and adequate end-bearing strata capacity. Record concrete or grout volumes.	X	---		
3. <input type="checkbox"/> For concrete elements, perform additional inspections in accordance with Section 1704.4.	---	---		
HELICAL PILE FOUNDATIONS				
1. <input type="checkbox"/> Record installation equipment used, pile dimensions, tip elevations, final depth, final installation torque.	X	---	---	1704.10
SPRAYED FIRE-RESISTANT MATERIALS				
Physical and visual tests				
1. Condition of substrates.				
<input type="checkbox"/> Inspect surface for accordance with the approved fire-resistance design and the approved manufacturer's written instructions.	---	---	---	1704.12.1
<input type="checkbox"/> Verify minimum ambient temperature before and after application.	---	X		
<input type="checkbox"/> Verify ventilation of area during and after application.	---	X		
2. <input type="checkbox"/> Measure average thickness per ASTM E605 and Section 1704.12.4.	---	---		
3. <input type="checkbox"/> Verify density of material for conformance with the approved fire-resistant design and ASTM E605. (Ref. Section 1704.12.5)	---	---		
4. <input type="checkbox"/> Test cohesive/adhesive bond strength per Section 1704.12.6.	---	---		
5. <input type="checkbox"/> Condition of finished application.				
MISCELLANEOUS				
1. Mastic and Intumescent Fire-Resistant Coating.	---	---	---	1704.13
2. Exterior Insulation and Finish Systems (EIFS). Water-resistive barrier coating when installed over a sheathing substrate.	---	---	---	1704.14
3. Special Cases	---	---	---	1704.15
4. Smoke Control System	---	---	---	1704.16
5. Seismic Resistance				
<input type="checkbox"/> Suspended ceiling systems and their anchorage.	---	---	---	1705.3 [4.3]

VERIFICATION AND INSPECTION	C	P	REFERENCED STANDARD	IBC REFERENCE
6. Wind Resistance				
<input type="checkbox"/> Roof cladding and roof framing connections.	---	---	---	
<input type="checkbox"/> Wall connections to roof and floor diaphragms and framing.	---	---	---	
<input type="checkbox"/> Roof and floor diaphragm systems, including collectors, drag struts and boundary elements.	---	---	---	
<input type="checkbox"/> Vertical wind-force-resisting systems, including braced frames, moment frames, and shear walls.	---	---	---	
<input type="checkbox"/> Wind-force-resisting system connections to the foundation.	---	---	---	
<input type="checkbox"/> Fabrication and installation of systems or components required to meet the impact resistance requirements of Section 1609.1.2.	---	---	---	
SPECIAL INSPECTION FOR WIND REQUIREMENTS				
1. Structural Wood				
<input type="checkbox"/> Inspect field gluing operations of elements of the main wind-force-resisting system.	X	---	---	1706.2
<input type="checkbox"/> Inspect nailing, bolting, anchoring, and other fastening of components within the main windforce-resisting system, including wood shear walls, wood diaphragms, drag struts, braces and hold-downs.	---	X		
2. Cold-Formed Steel Framing				
<input type="checkbox"/> Welding of elements of the main wind-force-resisting system.	---	X	---	1706.3
<input type="checkbox"/> Inspection of screw attachments, bolting, anchoring, and other fastening of components within the main wind-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.	---	X		
3. Wind-resisting components				
<input type="checkbox"/> Roof cladding.	---	X	---	1706.4
<input type="checkbox"/> Wall cladding.	---	X		
SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE				
1. <input type="checkbox"/> Special inspection for welding in accordance with the quality assurance plan requirements of AISC 341.	X	---		1707.2
2. Structural Wood				
<input type="checkbox"/> Inspect field gluing operations of elements of the seismic-force-resisting system.	X	---		1707.3
<input type="checkbox"/> Inspect nailing, bolting, anchoring, and other fastening of components within the seismic-force-resisting system, including wood shear walls, wood diaphragms, drag struts, braces, shear panels and hold-downs.	---	X		
3. Cold-Formed steel light-frame construction				
<input type="checkbox"/> Welding of elements of the seismic-force-resisting system.	---	X		1707.4

<input type="checkbox"/> Inspection of screw attachments, bolting, anchoring, and other fastening of components within the seismic-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.	---	X		
4. Storage racks and access floors				
<input type="checkbox"/> Anchorage of storage racks 8 feet or greater in height and access floors.	---	X		1707.5
5. Architectural components				
<input type="checkbox"/> Inspect erection and fastening of exterior cladding weighing more than 5 psf and higher than 30 feet above grade or walking surface.	---	X	---	1707.6
<input type="checkbox"/> Inspect erection and fastening of veneer weighing more than 5 psf.and higher than 30 feet above grade or walking surface.	---	X		
<input type="checkbox"/> Inspect erection and fastening of all exterior non-bearing walls higher than 30 feet above grade or walking surface.	---	X		
<input type="checkbox"/> Inspect erection and fastening of all interior non-bearing walls weighing more than 15 psf and higher than 30 feet above grade or walking surface.	---	X		
6. Mechanical and Electrical Components				
<input type="checkbox"/> Inspect anchorage of electrical equipment for emergency or stand-by power systems.	---	X	---	1707.7
<input type="checkbox"/> Inspect anchorage of non-emergency electrical equipment.	---	X		
<input type="checkbox"/> Inspect installation of piping systems and associated mechanical units carrying flammable, combustible, or highly toxic contents.	---	X		
<input type="checkbox"/> Inspect installation of HVAC ductwork that contains hazardous materials.	---	X		
<input type="checkbox"/> Inspect installation of vibration isolation systems where required by Section 1707.7.	---	X		
7. <input type="checkbox"/> Verify that the equipment label and anchorage or mounting conforms to the certificate of compliance when mechanical and electrical equipment must be seismically qualified.	---	---	---	1707.8
8. <input type="checkbox"/> Seismic isolation system: Inspection of isolation system per ASCE 7 – Section 17.2.4.8	---	X	---	1707.9
9. <input type="checkbox"/> Obtain mill certificates for reinforcing steel, verify compliance with approved construction documents, and verify steel supplied corresponds to certificate.	---	---	---	1708.2
10. <input type="checkbox"/> Structural Steel: Invoke the QAP Quality Assurance requirements in AISC 341.	---	---	---	1708.3
11. <input type="checkbox"/> Obtain certificate that equipment has been seismically qualified.	---	---	---	1708.4
12. <input type="checkbox"/> Obtain system tests as required by ASCE 7 Section 17.8.	---	---	---	1708.5



STRUCTURAL CALCULATIONS

FOR

EV CHARGER & SWITCHBOARD PAD FOUNDATIONS

Mendocino County

727 South State Street, Ukiah, CA 95482



4LEAF, INC.

Building

10/04/2024

Reviewed For
Code Compliance

PREPARED FOR

Eva Green

2445 Impala Drive, Carlsbad, CA 92010

PREPARED BY

4 S.T.E.L. ENGINEERING, INC.

26030 ACERO

MISSION VIEJO, CA 92691

PH: (949) 305-1150

PROJECT NO. 24-1007

June 28, 2024



Client: Eva GreenJob No.: 24-1007Project: EV CHARGER & SWITCHBOARD PAD FOUNDATIONSDate: 6/28/24CALCULATION INDEXEngineer: 4STEL

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Client EVA GREEN

Project Mendocino County EV CHARGER & SWITCHBOARD PAC

TYPICAL EV CHARGER PAD - SEISMIC COMPONENTS

Sheet: 5

Job No.: 24-1023

Date: 6/28/24

Engineer: 4STEL

SEISMIC LOADS FOR NONSTRUCTURAL COMPONENTS - ASCE 7-16, SECTION 13.3.1

Seismic Importance Factor, I_p	=	1.00	(Tbl. 1.5-2)
Component Amplification Factor, a_p	=	1.0	(Tbl. 13.6-1)
Response Modification Factor, R_p	=	2.5	(Tbl. 13.6-1)
Height of Equip. Attachment Point, z	=	0.0 (ft)	(Sec. 13.3.1.1)
Equipment Height, h	=	6.0 (ft)	(Sec. 13.3.1)
Short Period Spectral Accel., S_{DS}	=	1.545 (g)	(Eq. 11.4-3)
$C_p = 0.4a_p \cdot S_{DS} [1 + 2z/h] / [R_p/I_p]$	=	0.25	(Eq. 13.3-1)
Maximum, $C_p = 1.6S_{DS} \cdot I_p$	=	2.47	(Eq. 13.3-2)
Minimum, $C_p = 0.3S_{DS} \cdot I_p$	=	0.46	(Eq. 13.3-3)
Seismic Lateral Load Coefficient, C_p	=	0.46	(Governing Value)
Seismic Vert. Load Coeff., $C_{pV} = 0.2S_{DS}$	=	0.31	(Sec. 13.3.1)

Client EVA GREEN

Job No.: 24-1023

Project Mendocino County EV CHARGER & SWITCHBOARD PAD FOUNDATIONS

6/28/24

TYPICAL EV CHARGER PAD DATA

Engineer: 4STEL

PAD MOUNTED ELECTRICAL EQUIPMENT DATA

EQUIPMENT	WEIGHT	LENGTH	WIDTH	HEIGHT	HT. TO C.G.
EV Charger	150 (lb)	9.6 (in)	11.1 (in)	71.5 (in)	42.9 (in)

CONCRETE PAD DATA

Concrete Pad Length, L_x	=	2.00 (ft)
Concrete Pad Width, L_y	=	2.00 (ft)
Concrete Pad Thickness, t_c	=	2.00 (ft)
Concrete Pad Edge Depth, d_e	=	2.00 (ft)
Concrete Pad Edge Width, b_e	=	0.00 (ft)
Concrete Density, ρ_c	=	150 (pcf)

Concrete Foundation Weight,

$$W = \rho_c [L_x \cdot L_y \cdot t_c + (L_x \cdot L_y - (L_x - 2 \cdot b_e) \cdot (L_y - 2 \cdot b_e)) \cdot (d_e - t_c)] = 1,200 \text{ (lb)}$$

ALLOWABLE SOIL VALUES

Use presumptive values per CBC 2022 Table 1806.2

Allowable Soil Bearing Pressure, P_{sa}	=	1,500 (psf)
Allowable Soil Passive Pressure, P_p	=	100 (pcf)
Allowable Soil Cohesion, C_s	=	130 (psf)

Client EVA GREEN

Job No.: MC02-01-0

Project Mendocino County EV CHARGER & SWITCHBOARD PAD FOUNDATIONS

Date: 6/28/24

TYPICAL EV CHARGER PAD - SEISMIC ANALYSIS

Engineer: 4STEL

EQUIPMENT PAD SEISMIC ANALYSIS

Seismic Lateral Force Coeff., C_p	0.46
Concrete Pad Length, L_x	2.00 (ft)
Concrete Pad Width, L_y	2.00 (ft)
Concrete Pad Edge Depth, d_e	2.00 (ft)
Allowable Soil Bearing Pressure, P_{sa}	1,500 (psf)
Allowable Soil Passive Pressure, P_p	100 (pcf)
Allow. Soil Cohesion, c_s	130 (psf)

SEISMIC LOADS TO COMPONENT

UNIT	W_p (lb)	H (ft)	x_{cg} (ft)	y_{cg} (ft)	F_p (lb)	H_{cg} (ft)	M_o (ft-lb)
CONCRETE PAD	1,200	0.00	0.00	0	0	0.00	0
EV Charger	150	5.96	0.40	0.14	70	3.58	249

$$\Sigma W_p = 1,350$$

$$\Sigma F_p = 70 \quad \Sigma M_o = 249$$

$$F_p = C_p \cdot W_p$$

$$e_{x,D} = (\Sigma W_p \cdot x_{cg}) / \Sigma W_p = 0.045 \text{ (ft)}$$

$$M_o = F_p \cdot H_{cg}$$

$$e_{y,D} = (\Sigma W_p \cdot y_{cg}) / \Sigma W_p = 0.016 \text{ (ft)}$$

CBC Alt ASD Load Combination 16-21 : D + E/1.4

Load Case 1, Seismic X-Direction : D + E_x/1.4

$$e_{x,D+E} = |e_{x,D}| + (\Sigma M_o / 1.4) / \Sigma W_p = 0.176 \text{ (ft)} < L_x / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{x,D+E} / L_x) \rightarrow e_{x,D+E} \leq L_x / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W_p / [3 \cdot (L_x / 2 - e_{x,D+E}) \cdot L_y] \rightarrow e_{x,D+E} > L_x / 6$$

$$P_s^{(max)} = 516 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)}$$

O.K.

$$M_R^{(min)} = \Sigma W_p \cdot (L_x / 2 - |e_{x,D}|) = 1,290 \text{ (ft-lb)} \quad M_R / (\Sigma M_o / 1.4) = 7.27 \quad \text{O.K.}$$

$$L_{x(eff)} = \min.[L_x, 3 \cdot (L_x / 2 - e_{x,D+E})] = 2.000 \text{ (ft)}$$

$$R_{sx} = c_s \cdot L_{x(eff)} \cdot L_y + (4/3) \cdot P_p \cdot L_y \cdot (d_e - 0.16)^2 = 675 \text{ (lb)} \quad R_{sx} / (\Sigma F_p / 1.4) = 13.59 \quad \text{O.K.}$$

Load Case 2, Seismic Y-Direction : D + E_y/1.4

$$e_{y,D+E} = |e_{y,D}| + (\Sigma M_o / 1.4) / \Sigma W_p = 0.148 \text{ (ft)} < L_y / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{y,D+E} / L_y) \rightarrow e_{y,D+E} \leq L_y / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W_p / [3 \cdot (L_y / 2 - e_{y,D+E}) \cdot L_x] \rightarrow e_{y,D+E} > L_y / 6$$

$$P_s^{(max)} = 487 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)}$$

O.K.

$$M_R^{(min)} = \Sigma W_p \cdot (L_y / 2 - |e_{y,D}|) = 1,328 \text{ (ft-lb)} \quad M_R / (\Sigma M_o / 1.4) = 7.48 \quad \text{O.K.}$$

$$L_{y(eff)} = \min.[L_y, 3 \cdot (L_y / 2 - e_{y,D+E})] = 2.000 \text{ (ft)}$$

$$R_{sy} = c_s \cdot L_x \cdot L_{y(eff)} + (4/3) \cdot P_p \cdot L_x \cdot (d_e - 0.16)^2 = 675 \text{ (lb)} \quad R_{sy} / (\Sigma F_p / 1.4) = 13.59 \quad \text{O.K.}$$

Client EVA GREEN

Job No.: MC02-01-0

Project Mendocino County EV CHARGER & SWITCHBOARD PAD FOUNDATIONS

Date: 6/28/24

TYPICAL EV CHARGER PAD - SEISMIC ANALYSIS

Engineer: 4STEL

EQUIPMENT PAD SEISMIC ANALYSIS

CBC Alt ASD Load Combination 16-22 : 0.9D + E/1.4

Load Case 1, Seismic X-Direction : 0.9D + E_x/1.4

$$e_{X,D+E} = |e_{X,D}| + (\sum M_o / 1.4) / (0.9 \cdot \sum W_p) = 0.191 \text{ (ft)} < L_x / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [0.9 \cdot \sum W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{X,D+E} / L_x) \rightarrow e_{X,D+E} \leq L_x / 6$$

$$P_s^{(max)} = 2 \times 0.9 \cdot \sum W_p / [3 \cdot (L_x / 2 - e_{X,D+E}) \cdot L_y] \rightarrow e_{X,D+E} > L_x / 6$$

$$P_s^{(max)} = 478 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)}$$

O.K.

$$M_R^{(min)} = 0.9 \cdot \sum W_p \cdot (L_x / 2 - |e_{X,D}|) = 1,161 \text{ (ft.lb)} \quad M_R / (\sum M_o / 1.4) = 6.54 \quad \text{O.K.}$$

$$L_{X(eff)} = \min[L_x, 3 \cdot (L_x / 2 - e_{X,D+E})] = 2.000 \text{ (ft)}$$

$$R_{sx} = c_s \cdot L_{X(eff)} \cdot L_y + (4/3) \cdot P_p \cdot L_y \cdot (d_e - 0.16)^2 = 675 \text{ (lb)} \quad R_{sx} / (\sum F_p / 1.4) = 13.59 \quad \text{O.K.}$$

Load Case 2, Seismic Y-Direction : 0.9D + E_y/1.4

$$e_{Y,D+E} = |e_{Y,D}| + (\sum M_o / 1.4) / (0.9 \cdot \sum W_p) = 0.162 \text{ (ft)} < L_y / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [0.9 \cdot \sum W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{Y,D+E} / L_y) \rightarrow e_{Y,D+E} \leq L_y / 6$$

$$P_s^{(max)} = 2 \times 0.9 \cdot \sum W_p / [3 \cdot (L_y / 2 - e_{Y,D+E}) \cdot L_x] \rightarrow e_{Y,D+E} > L_y / 6$$

$$P_s^{(max)} = 452 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)}$$

O.K.

$$M_R^{(min)} = 0.9 \cdot \sum W_p \cdot (L_y / 2 - |e_{Y,D}|) = 1,196 \text{ (ft.lb)} \quad M_R / (\sum M_o / 1.4) = 6.73 \quad \text{O.K.}$$

$$L_{Y(eff)} = \min[L_y, 3 \cdot (L_y / 2 - e_{Y,D+E})] = 2.000 \text{ (ft)}$$

$$R_{sy} = c_s \cdot L_x \cdot L_{Y(eff)} + (4/3) \cdot P_p \cdot L_x \cdot (d_e - 0.16)^2 = 675 \text{ (lb)} \quad R_{sy} / (\sum F_p / 1.4) = 13.59 \quad \text{O.K.}$$

EQUIPMENT PAD WIND ANALYSIS PER ASCE 7-16 Chapter 29

Wind Exposure =	C	Basic Wind Speed, V =	91 (mph)
Wind Velocity Pressure Coefficient, K_z =	0.85	Wind Directionality Factor, K_d =	0.85
Topographical Factor, K_{zt} =	1.00	$q_h = 0.00256 \cdot K_d \cdot K_z \cdot K_{zt} \cdot V^2$ =	15.3 (psf)
Wind Gust Effect Factor, G =	0.85		
Wind Force-X Coefficient, C_{fx} =	1.66	Wind Pressure, $P_{wx} = q_h \cdot G \cdot C_{fx}$ =	21.7 (psf)
Wind Force-Y Coefficient, C_{fy} =	1.62	Wind Pressure, $P_{wy} = q_h \cdot G \cdot C_{fy}$ =	21.1 (psf)
Concrete Pad Length, L_x =	2.00 (ft)	Concrete Pad Width, L_y =	2.00 (ft)
Allowable Soil Bearing Pressure, P_{sa} =	1,500 (psf)	Concrete Pad Edge Depth, d_e =	2.00 (ft)
Allowable Soil Passive Pressure, P_p =	100 (pcf)	Allowable Soil Cohesion, c_s =	130 (psf)

WIND LOADS TO COMPONENT

UNIT	W (lb)	H (ft)	x_{cg} (ft)	y_{cg} (ft)	A_{Tx} (ft ²)	A_{Ty} (ft ²)	F_x (lb)	F_y (lb)
CONCRETE PAD	1,200	0.00	0.00	0.00	0.00	0.00	0	0
EV Charger	150	5.96	0.00	0.00	5.52	4.78	120	101

$$\Sigma W_{(x,y)} = 1,350$$

$$\Sigma F_{(x,y)} = 120 \quad 101$$

$$F_{(x,y)} = P_{w(x,y)} \cdot A_{T(x,y)}$$

$$e_{x,D} = (\Sigma W \cdot x_{cg}) / \Sigma W = 0.000 \text{ (ft)}$$

$$M_{O(x,y)} = F_{(x,y)} \cdot 0.55 \cdot H$$

$$e_{y,D} = (\Sigma W \cdot y_{cg}) / \Sigma W = 0.000 \text{ (ft)}$$

$$\Sigma M_{O(x)} = 392 \text{ (ft.lb)}$$

$$\Sigma M_{O(y)} = 331 \text{ (ft.lb)}$$

CBC ASD Load Combination 16-12 : D + 0.6W

Load Case 1, Wind X-Direction : D + 0.6W_x

$$e_{x,D+W} = |e_{x,D}| + 0.6 \cdot \Sigma M_{Ox} / \Sigma W = 0.174 \text{ (ft)} < L_x / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{x,D+W} / L_x) \rightarrow e_{x,D+W} \leq L_x / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W / [3 \cdot (L_x / 2 - e_{x,D+W}) \cdot L_y] \rightarrow e_{x,D+W} > L_x / 6$$

$$P_s^{(max)} = 514 \text{ (psf)} < P_{sa} = 1,500 \text{ (psf)}$$

O.K.

$$M_{Rx}^{(min)} = \Sigma W \cdot (L_x / 2 - |e_{x,D}|) = 1,350 \text{ (ft.lb)}$$

$$M_{Rx} / (0.6 \cdot \Sigma M_{Ox}) = 5.73$$

O.K.

$$R_{Sx} = c_s \cdot L_{x(eff)} \cdot L_y + P_p \cdot L_y \cdot (d_e - 0.16)^2 = 675 \text{ (lb)} \quad R_{Sx} / (0.6 \cdot \Sigma F_x) = 9.40$$

O.K.

Load Case 2, Wind Y-Direction : D + 0.6W_y

$$e_{y,D+W} = |e_{y,D}| + 0.6 \cdot \Sigma M_{Oy} / \Sigma W = 0.147 \text{ (ft)} < L_y / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{y,D+W} / L_y) \rightarrow e_{y,D+W} \leq L_y / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W / [3 \cdot (L_y / 2 - e_{y,D+W}) \cdot L_x] \rightarrow e_{y,D+W} > L_y / 6$$

$$P_s^{(max)} = 486 \text{ (psf)} < P_{sa} = 1,500 \text{ (psf)}$$

O.K.

$$M_{Ry}^{(min)} = \Sigma W \cdot (L_y / 2 - |e_{y,D}|) = 1,350 \text{ (ft.lb)}$$

$$M_{Ry} / (0.6 \cdot \Sigma M_{Oy}) = 6.80$$

O.K.

$$R_{Sy} = c_s \cdot L_x \cdot L_{y(eff)} + P_p \cdot L_x \cdot (d_e - 0.16)^2 = 675 \text{ (lb)} \quad R_{Sy} / (0.6 \cdot \Sigma F_y) = 11.14$$

O.K.

Client EVA GREEN

Job No.: MC02-01-01

Project Mendocino County EV CHARGER & SWITCHBOARD PAD FOUNDATIONS

Date: 6/28/24

TYPICAL EV CHARGER PAD WIND ANALYSIS

Engineer: 4STEL

EQUIPMENT PAD WIND ANALYSIS PER ASCE 7-16 Chapter 29
CBC ASD Load Combination 16-15 : 0.6.D + 0.6.W
Load Case 1, Wind X-Direction : 0.6.D + 0.6.W_x

$$e_{x,D+W} = |e_{x,D}| + 0.6 \cdot \sum M_{ox} / (0.6 \cdot \sum W) = 0.291 \text{ (ft)} < L_x / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [0.6 \cdot \sum W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{x,D+W} / L_x) \rightarrow e_{x,D+W} \leq L_x / 6$$

$$P_s^{(max)} = 2 \times 0.6 \cdot \sum W / [3 \cdot (L_x / 2 - e_{x,D+W}) \cdot L_y] \rightarrow e_{x,D+W} > L_x / 6$$

$$P_s^{(max)} = 379 \text{ (psf)} < P_{sa} = 2,000 \text{ (psf)}$$

O.K.

$$M_{Rx}^{(min)} = 0.6 \cdot \sum W \cdot (L_x / 2 - |e_{x,D}|) = 810 \text{ (ft.lb)}$$

$$M_{Rx} / (0.6 \cdot \sum M_{ox}) = 3.44$$

O.K.

$$\sum F_x = 120 \text{ (lb)}$$

$$L_{x(eff)} = \min[L_x, 3 \cdot (L_x / 2 - e_{x,D+W})] = 2.000 \text{ (ft)}$$

$$R_{sx} = c_s \cdot L_{x(eff)} \cdot L_y + P_p \cdot L_y \cdot (d_e - 0.16)^2 = 675 \text{ (lb)}$$

$$R_{sx} / (0.6 \cdot \sum F_x) = 9.40$$

O.K.

Load Case 2, Wind Y-Direction : 0.6.D + 0.6.W_y

$$e_{y,D+W} = |e_{y,D}| + 0.6 \cdot \sum M_{oy} / (0.6 \cdot \sum W) = 0.245 \text{ (ft)} < L_y / 6 = 0.333 \text{ (ft)}$$

$$P_s^{(max)} = [0.6 \cdot \sum W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{y,D+W} / L_y) \rightarrow e_{y,D+W} \leq L_y / 6$$

$$P_s^{(max)} = 2 \times 0.6 \cdot \sum W / [3 \cdot (L_y / 2 - e_{y,D+W}) \cdot L_x] \rightarrow e_{y,D+W} > L_y / 6$$

$$P_s^{(max)} = 351 \text{ (psf)} < P_{sa} = 1,500 \text{ (psf)}$$

O.K.

$$M_{Ry}^{(min)} = 0.6 \cdot \sum W \cdot (L_y / 2 - |e_{y,D}|) = 810 \text{ (ft.lb)}$$

$$M_{Ry} / (0.6 \cdot \sum M_{oy}) = 4.08$$

O.K.

$$\sum F_y = 101 \text{ (lb)}$$

$$L_{y(eff)} = \min[L_y, 3 \cdot (L_y / 2 - e_{y,D+W})] = 2.000 \text{ (ft)}$$

$$R_{sy} = c_s \cdot L_x \cdot L_{y(eff)} + P_p \cdot L_y \cdot (d_e - 0.16)^2 = 675 \text{ (lb)}$$

$$R_{sy} / (0.6 \cdot \sum F_y) = 11.14$$

O.K.

Client Eva Green

Job No.: 24-1007

Project Mendocino County EV CHARGER & SWITCHBOARD PAD FOUND

Date: 6/28/24

TYPICAL EQUIPMENT PAD - ANCHOR DESIGN

Engineer: 4STEL

EQUIPMENT ANCHORAGE

Strength Level Seismic Lateral Force Coefficient, C_p	=	0.46
Strength Level Seismic Vertical Force Coefficient, C_{PV}	=	± 0.31
Maximum Strength Level Wind Pressure, P_w	=	21.7 psf

Equipment	W_{EQ} (lb)	H (ft)	H_{CG}	$A_{w,x}$ (ft ²)	$A_{w,y}$ (ft ²)
1 EV Charger	150	5.96	3.58	5.52	4.78

LRFD Seismic Loads (0.9D + 1.0E)

$$n_v = \text{No. of anchors resisting shear}$$

$$d_{min} = \text{Shortest distance between anchor rows}$$

$$n_t = \text{No. of anchors resisting uplift}$$

$$V_E = \Omega \cdot C_p \cdot W_{EQ}$$

$$V_A = V_E / n_v$$

$$T_A = (0.9W_{EQ} - E_v) / n_v - 0.6 \cdot H \cdot V_E / (d_{min} \cdot n_t) < 0$$

$$E_v = C_{PV} \cdot W_{EQ}$$

$$\Omega = 2.5$$

LRFD Wind Loads (0.9D + 1.0W)

$$n_v = \text{No. of anchors resisting shear}$$

$$d_{min} = \text{Shortest distance between anchor rows}$$

$$n_t = \text{No. of anchors resisting uplift}$$

$$V_W = P_w \cdot A_w$$

$$V_A = V_W / n_v$$

$$T_A = 0.9W_{EQ} / n_v - 0.55 \cdot H \cdot V_W / (d_{min} \cdot n_t) < 0$$

Seismic Anchor Demand

UNIT	V_E (lb)	n_v	V_A (lb)	H_{CG} (ft)	d_{min} (ft)	n_t	E_v (lb)	T_A (lb)	ϕ_A (in)
1 EV Charger	70	3	58	3.6	0.552	2	46	-533	1/2

Wind Anchor Demand

UNIT	V_W (lb)	n_v	V_A (lb)	$0.55H$ (ft)	d_{min} (ft)	n_t	T_A (lb)	ϕ_A (in)
1 EV Charger	120	3	40	3.3	0.552	2	-310	1/2

See attached Hilti KB-TZ2 Anchorage Calculations for worst case demand capacity ratios for anchors.

Client	EVA GREEN	Job No.:	24-1023
Project	Mendocino County SWITCHBOARD PAD FOUNDATION		6/28/24
	SWITCHBOARD PAD DATA	Engineer:	4STEL

PAD MOUNTED ELECTRICAL EQUIPMENT DATA

EQUIPMENT	WEIGHT	LENGTH	WIDTH	HEIGHT	HT. TO C.G.
SWITCHBOARD	1,790 (lb)	72.0 (in)	35.5 (in)	91.5 (in)	54.9 (in)

CONCRETE PAD DATA

Concrete Pad Length, L_x	=	7.00 (ft)
Concrete Pad Width, L_y	=	4.00 (ft)
Concrete Pad Thickness, t_c	=	0.67 (ft)
Concrete Pad Edge Depth, d_e	=	0.67 (ft)
Concrete Pad Edge Width, b_e	=	0.00 (ft)
Concrete Density, ρ_c	=	150 (pcf)

Concrete Foundation Weight,

$$W = \rho_c [L_x \cdot L_y \cdot t_c + (L_x \cdot L_y - (L_x - 2 \cdot b_e) \cdot (L_y - 2 \cdot b_e)) \cdot (d_e - t_c)] = 2,800 \text{ (lb)}$$

ALLOWABLE SOIL VALUES

Use presumptive values per CBC 2022 Table 1806.2

Allowable Soil Bearing Pressure, P_{sa}	=	1,500 (psf)
Allowable Soil Passive Pressure, P_p	=	100 (pcf)
Allowable Soil Cohesion, C_s	=	130 (psf)

Client EVA GREEN

Job No.: MC02-01-0

Project Mendocino County SWITCHBOARD PAD FOUNDATION

Date: 6/28/24

SWITCHBOARD PAD - SEISMIC ANALYSIS

Engineer: 4STEL

EQUIPMENT PAD SEISMIC ANALYSIS

Seismic Lateral Force Coeff., C_p	0.46
Concrete Pad Length, L_x	7.00 (ft)
Concrete Pad Width, L_y	4.00 (ft)
Concrete Pad Edge Depth, d_e	0.67 (ft)
Allowable Soil Bearing Pressure, P_{sa}	1,500 (psf)
Allowable Soil Passive Pressure, P_p	100 (pcf)
Allow. Soil Cohesion, c_s	130 (psf)

SEISMIC LOADS TO COMPONENT

UNIT	W_p (lb)	H (ft)	x_{cg} (ft)	y_{cg} (ft)	F_p (lb)	H_{cg} (ft)	M_o (ft-lb)
CONCRETE PAD	2,800	0.00	0.00	0	0	0.00	0
SWITCHBOARD	1,790	7.63	3.00	0.14	830	4.58	3,796

$$\Sigma W_p = 4,590$$

$$\Sigma F_p = 830$$

$$\Sigma M_o = 3,796$$

$$F_p = C_p \cdot W_p$$

$$e_{x,D} = (\Sigma W_p \cdot x_{cg}) / \Sigma W_p = 1.170 \text{ (ft)}$$

$$M_o = F_p \cdot H_{cg}$$

$$e_{y,D} = (\Sigma W_p \cdot y_{cg}) / \Sigma W_p = 0.056 \text{ (ft)}$$

CBC Alt ASD Load Combination 16-21 : D + E/1.4

Load Case 1, Seismic X-Direction : D + E_x/1.4

$$e_{x,D+E} = |e_{x,D}| + (\Sigma M_o / 1.4) / \Sigma W_p = 1.761 \text{ (ft)} > L_x / 6 = 1.167 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{x,D+E} / L_x) \rightarrow e_{x,D+E} \leq L_x / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W_p / [3 \cdot (L_x / 2 - e_{x,D+E}) \cdot L_y] \rightarrow e_{x,D+E} > L_x / 6$$

$$P_s^{(max)} = 440 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)} \quad \text{O.K.}$$

$$M_R^{(min)} = \Sigma W_p \cdot (L_x / 2 - |e_{x,D}|) = 10,695 \text{ (ft-lb)} \quad M_R / (\Sigma M_o / 1.4) = 3.94 \quad \text{O.K.}$$

$$L_{x(eff)} = \min. [L_x, 3 \cdot (L_x / 2 - e_{x,D+E})] = 5.22 \text{ (ft)}$$

$$R_{sx} = c_s \cdot L_{x(eff)} \cdot L_y + (4/3) \cdot P_p \cdot L_y \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)} \quad R_{sx} / (\Sigma F_p / 1.4) = 3.87 \quad \text{O.K.}$$

Load Case 2, Seismic Y-Direction : D + E_y/1.4

$$e_{y,D+E} = |e_{y,D}| + (\Sigma M_o / 1.4) / \Sigma W_p = 0.647 \text{ (ft)} < L_y / 6 = 0.667 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{y,D+E} / L_y) \rightarrow e_{y,D+E} \leq L_y / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W_p / [3 \cdot (L_y / 2 - e_{y,D+E}) \cdot L_x] \rightarrow e_{y,D+E} > L_y / 6$$

$$P_s^{(max)} = 323 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)} \quad \text{O.K.}$$

$$M_R^{(min)} = \Sigma W_p \cdot (L_y / 2 - |e_{y,D}|) = 8,921 \text{ (ft-lb)} \quad M_R / (\Sigma M_o / 1.4) = 3.29 \quad \text{O.K.}$$

$$L_{y(eff)} = \min. [L_y, 3 \cdot (L_y / 2 - e_{y,D+E})] = 4.00 \text{ (ft)}$$

$$R_{sy} = c_s \cdot L_x \cdot L_{y(eff)} + (4/3) \cdot P_p \cdot L_x \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)} \quad R_{sy} / (\Sigma F_p / 1.4) = 3.87 \quad \text{O.K.}$$

CBC Alt ASD Load Combination 16-22 : 0.9D + E/1.4

Client EVA GREEN

Job No.: MC02-01-0

Project Mendocino County SWITCHBOARD PAD FOUNDATION

Date: 6/28/24
SWITCHBOARD PAD - SEISMIC ANALYSIS

Engineer: 4STEL

EQUIPMENT PAD SEISMIC ANALYSIS

Load Case 1, Seismic X-Direction : 0.9D + E_x/1.4

$$e_{x,D+E} = |e_{x,D}| + (\sum M_o / 1.4) / (0.9 \cdot \sum W_p) = 1.826 \text{ (ft)} > L_x / 6 = 1.17 \text{ (ft)}$$

$$P_s^{(max)} = [0.9 \cdot \sum W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{x,D+E} / L_x) \rightarrow e_{x,D+E} \leq L_x / 6$$

$$P_s^{(max)} = 2 \times 0.9 \cdot \sum W_p / [3 \cdot (L_x / 2 - e_{x,D+E}) \cdot L_y] \rightarrow e_{x,D+E} > L_x / 6$$

$$P_s^{(max)} = 411 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)}$$

O.K.

$$M_R^{(min)} = 0.9 \cdot \sum W_p \cdot (L_x / 2 - |e_{x,D}|) = 9,626 \text{ (ft.lb)}$$

$$M_R / (\sum M_o / 1.4) = 3.55 \quad \text{O.K.}$$

$$L_{x(eff)} = \min. [L_x, 3 \cdot (L_x / 2 - e_{x,D+E})] = 5.02 \text{ (ft)}$$

$$R_{sx} = c_s \cdot L_{x(eff)} \cdot L_y + (4/3) \cdot P_p \cdot L_y \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)} \quad R_{sx} / (\sum F_p / 1.4) = 3.87 \quad \text{O.K.}$$

Load Case 2, Seismic Y-Direction : 0.9D + E_y/1.4

$$e_{y,D+E} = |e_{y,D}| + (\sum M_o / 1.4) / (0.9 \cdot \sum W_p) = 0.713 \text{ (ft)} > L_y / 6 = 0.667 \text{ (ft)}$$

$$P_s^{(max)} = [0.9 \cdot \sum W_p / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{y,D+E} / L_y) \rightarrow e_{y,D+E} \leq L_y / 6$$

$$P_s^{(max)} = 2 \times 0.9 \cdot \sum W_p / [3 \cdot (L_y / 2 - e_{y,D+E}) \cdot L_x] \rightarrow e_{y,D+E} > L_y / 6$$

$$P_s^{(max)} = 306 \text{ (psf)} < P_{sa} = 1,500 \times (4/3) = 2,000 \text{ (psf)}$$

O.K.

$$M_R^{(min)} = 0.9 \cdot \sum W_p \cdot (L_y / 2 - |e_{y,D}|) = 8,029 \text{ (ft.lb)}$$

$$M_R / (\sum M_o / 1.4) = 2.96 \quad \text{O.K.}$$

$$L_{y(eff)} = \min. [L_y, 3 \cdot (L_y / 2 - e_{y,D+E})] = 3.862 \text{ (ft)}$$

$$R_{sy} = c_s \cdot L_x \cdot L_{y(eff)} + (4/3) \cdot P_p \cdot L_x \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)} \quad R_{sy} / (\sum F_p / 1.4) = 3.87 \quad \text{O.K.}$$

Client EVA GREEN

Job No.: MC02-01-01

Project Mendocino County SWITCHBOARD PAD FOUNDATION

Date: 6/28/24

SWITCHBOARD PAD WIND ANALYSIS

Engineer: 4STEL

EQUIPMENT PAD WIND ANALYSIS PER ASCE 7-16 Chapter 29

Wind Exposure =	C	Basic Wind Speed, V =	91 (mph)
Wind Velocity Pressure Coefficient, K_z =	0.85	Wind Directionality Factor, K_d =	0.85
Topographical Factor, K_{zt} =	1.00	$q_h = 0.00256 \cdot K_d \cdot K_z \cdot K_{zt} \cdot V^2$ =	15.3 (psf)
Wind Gust Effect Factor, G =	0.85		
Wind Force-X Coefficient, C_{fx} =	1.59	Wind Pressure, $P_{wx} = q_h \cdot G \cdot C_{fx}$ =	20.7 (psf)
Wind Force-Y Coefficient, C_{fy} =	1.49	Wind Pressure, $P_{wy} = q_h \cdot G \cdot C_{fy}$ =	19.4 (psf)
Concrete Pad Length, L_x =	7.00 (ft)	Concrete Pad Width, L_y =	4.00 (ft)
Allowable Soil Bearing Pressure, P_{sa} =	1,500 (psf)	Concrete Pad Edge Depth, d_e =	0.67 (ft)
Allowable Soil Passive Pressure, P_p =	100 (pcf)	Allowable Soil Cohesion, c_s =	130 (psf)

WIND LOADS TO COMPONENT

UNIT	W (lb)	H (ft)	x_{cg} (ft)	y_{cg} (ft)	A_{Tx} (ft ²)	A_{Ty} (ft ²)	F_x (lb)	F_y (lb)
CONCRETE PAD	2,800	0.00	0.00	0.00	0.00	0.00	0	0
SWITCHBOARD	1,790	7.63	0.00	0.00	22.56	45.75	466	889

$$\Sigma W_{(x,y)} = 4,590$$

$$\Sigma F_{(x,y)} = 466 \quad 889$$

$$F_{(x,y)} = P_{w(x,y)} \cdot A_{T(x,y)}$$

$$e_{x,D} = (\Sigma W \cdot x_{cg}) / \Sigma W = 0.000 \text{ (ft)}$$

$$M_{O(x,y)} = F_{(x,y)} \cdot 0.55 \cdot H$$

$$e_{y,D} = (\Sigma W \cdot y_{cg}) / \Sigma W = 0.000 \text{ (ft)}$$

$$\Sigma M_{O(x)} = 1,955 \text{ (ft.lb)}$$

$$\Sigma M_{O(y)} = 3,728 \text{ (ft.lb)}$$

CBC ASD Load Combination 16-12 : D + 0.6W
Load Case 1, Wind X-Direction : D + 0.6W_x

$$e_{x,D+W} = |e_{x,D}| + 0.6 \cdot \Sigma M_{Ox} / \Sigma W = 0.256 \text{ (ft)} < L_x / 6 = 1.167 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{x,D+W} / L_x) \rightarrow e_{x,D+W} \leq L_x / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W / [3 \cdot (L_x / 2 - e_{x,D+W}) \cdot L_y] \rightarrow e_{x,D+W} > L_x / 6$$

$$P_s^{(max)} = 200 \text{ (psf)} < P_{sa} = 1,500 \text{ (psf)}$$

O.K.

$$M_{Rx}^{(min)} = \Sigma W \cdot (L_x / 2 - |e_{x,D}|) = 16,065 \text{ (ft.lb)}$$

$$M_{Rx} / (0.6 \cdot \Sigma M_{Ox}) = 13.70$$

O.K.

$$R_{sx} = c_s \cdot L_x(eff) \cdot L_y + P_p \cdot L_y \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)}$$

$$R_{sx} / (0.6 \cdot \Sigma F_x) = 8.21$$

O.K.

Load Case 2, Wind Y-Direction : D + 0.6W_y

$$e_{y,D+W} = |e_{y,D}| + 0.6 \cdot \Sigma M_{Oy} / \Sigma W = 0.487 \text{ (ft)} < L_y / 6 = 0.667 \text{ (ft)}$$

$$P_s^{(max)} = [\Sigma W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{y,D+W} / L_y) \rightarrow e_{y,D+W} \leq L_y / 6$$

$$P_s^{(max)} = 2 \cdot \Sigma W / [3 \cdot (L_y / 2 - e_{y,D+W}) \cdot L_x] \rightarrow e_{y,D+W} > L_y / 6$$

$$P_s^{(max)} = 284 \text{ (psf)} < P_{sa} = 1,500 \text{ (psf)}$$

O.K.

$$M_{Ry}^{(min)} = \Sigma W \cdot (L_y / 2 - |e_{y,D}|) = 9,180 \text{ (ft.lb)}$$

$$M_{Ry} / (0.6 \cdot \Sigma M_{Oy}) = 4.10$$

O.K.

$$R_{sy} = c_s \cdot L_x \cdot L_y(eff) + P_p \cdot L_x \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)}$$

$$R_{sy} / (0.6 \cdot \Sigma F_y) = 4.30$$

O.K.

Client EVA GREEN

Job No.: MC02-01-01

Project Mendocino County SWITCHBOARD PAD FOUNDATION

Date: 6/28/24

SWITCHBOARD PAD WIND ANALYSIS

Engineer: 4STEL

EQUIPMENT PAD WIND ANALYSIS PER ASCE 7-16 Chapter 29

CBC ASD Load Combination 16-15 : 0.6.D + 0.6.W

Load Case 1, Wind X-Direction : 0.6.D + 0.6.W_x

$$e_{X,D+W} = |e_{X,D}| + 0.6 \cdot \sum M_{ox} / (0.6 \cdot \sum W) = 0.426 \text{ (ft)} < L_x / 6 = 1.167 \text{ (ft)}$$

$$P_s^{(max)} = [0.6 \cdot \sum W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{X,D+W} / L_x) \rightarrow e_{X,D+W} \leq L_x / 6$$

$$P_s^{(max)} = 2 \times 0.6 \cdot \sum W / [3 \cdot (L_x / 2 - e_{X,D+W}) \cdot L_y] \rightarrow e_{X,D+W} > L_x / 6$$

$$P_s^{(max)} = 134 \text{ (psf)} < P_{sa} = 2,000 \text{ (psf)}$$

O.K.

$$M_{Rx}^{(min)} = 0.6 \cdot \sum W \cdot (L_x / 2 - |e_{X,D}|) = 9,639 \text{ (ft.lb)}$$

$$M_{Rx} / (0.6 \cdot \sum M_{ox}) = 8.22$$

O.K.

$$\sum F_x = 466 \text{ (lb)}$$

$$L_{x(eff)} = \min[L_x, 3 \cdot (L_x / 2 - e_{X,D+W})] = 7.000 \text{ (ft)}$$

$$R_{sx} = c_s \cdot L_{x(eff)} \cdot L_y + P_p \cdot L_y \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)}$$

$$R_{sx} / (0.6 \cdot \sum F_x) = 8.21$$

O.K.

Load Case 2, Wind Y-Direction : 0.6.D + 0.6.W_y

$$e_{Y,D+W} = |e_{Y,D}| + 0.6 \cdot \sum M_{oy} / (0.6 \cdot \sum W) = 0.812 \text{ (ft)} > L_y / 6 = 0.667 \text{ (ft)}$$

$$P_s^{(max)} = [0.6 \cdot \sum W / (L_x \cdot L_y)] \cdot (1 + 6 \cdot e_{Y,D+W} / L_y) \rightarrow e_{Y,D+W} \leq L_y / 6$$

$$P_s^{(max)} = 2 \times 0.6 \cdot \sum W / [3 \cdot (L_y / 2 - e_{Y,D+W}) \cdot L_x] \rightarrow e_{Y,D+W} > L_y / 6$$

$$P_s^{(max)} = 221 \text{ (psf)} < P_{sa} = 1,500 \text{ (psf)}$$

O.K.

$$M_{Ry}^{(min)} = 0.6 \cdot \sum W \cdot (L_y / 2 - |e_{Y,D}|) = 5,508 \text{ (ft.lb)}$$

$$M_{Ry} / (0.6 \cdot \sum M_{oy}) = 2.46$$

O.K.

$$\sum F_y = 889 \text{ (lb)}$$

$$L_{y(eff)} = \min[L_y, 3 \cdot (L_y / 2 - e_{Y,D+W})] = 3.563 \text{ (ft)}$$

$$R_{sy} = c_s \cdot L_x \cdot L_{y(eff)} + P_p \cdot L_y \cdot (d_e - 0.16)^2 = 2,295 \text{ (lb)}$$

$$R_{sy} / (0.6 \cdot \sum F_y) = 4.30$$

O.K.

Client Eva Green

Job No.: 24-1007

Project Mendocino County SWITCHBOARD PAD FOUNDATION

Date: 6/28/24

SWITCHBOARD PAD - ANCHOR DESIGN

Engineer: 4STEL

EQUIPMENT ANCHORAGE

Strength Level Seismic Lateral Force Coefficient, C_p	=	0.46
Strength Level Seismic Vertical Force Coefficient, C_{pv}	=	± 0.31
Maximum Strength Level Wind Pressure, P_w	=	20.7 psf

Equipment	W_{EQ} (lb)	H (ft)	H_{CG}	$A_{w,x}$ (ft ²)	$A_{w,y}$ (ft ²)
1 SWITCHBOARD	1790	7.63	4.58	22.56	45.75

LRFD Seismic Loads (0.9D + 1.0E)

$$n_v = \text{No. of anchors resisting shear}$$

$$d_{min} = \text{Shortest distance between anchor rows}$$

$$n_t = \text{No. of anchors resisting uplift}$$

$$V_E = \Omega \cdot C_p \cdot W_{EQ}$$

$$V_A = V_E / n_v$$

$$T_A = (0.9W_{EQ} - E_v) / n_v - 0.6 \cdot H \cdot V_E / (d_{min} \cdot n_t) < 0$$

$$E_v = C_{pv} \cdot W_{EQ}$$

$$\Omega = 2.5$$

LRFD Wind Loads (0.9D + 1.0W)

$$n_v = \text{No. of anchors resisting shear}$$

$$d_{min} = \text{Shortest distance between anchor rows}$$

$$n_t = \text{No. of anchors resisting uplift}$$

$$V_W = P_w \cdot A_w$$

$$V_A = V_W / n_v$$

$$T_A = 0.9W_{EQ} / n_v - 0.55 \cdot H \cdot V_W / (d_{min} \cdot n_t) < 0$$

Seismic Anchor Demand

UNIT	V_E (lb)	n_v	V_A (lb)	H_{CG} (ft)	d_{min} (ft)	n_t	E_v (lb)	T_A (lb)	ϕ_A (in)
1 SWITCHBOARD	830	8	259	4.6	1.750	4	553	-1223	1/2

Wind Anchor Demand

UNIT	V_W (lb)	n_v	V_A (lb)	$0.55H$ (ft)	d_{min} (ft)	n_t	T_A (lb)	ϕ_A (in)
1 SWITCHBOARD	945	8	118	4.2	1.750	4	-365	1/2

See attached Simpson Anchorage Calculations for worst case demand capacity ratios for anchors.

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Specifier's comments:

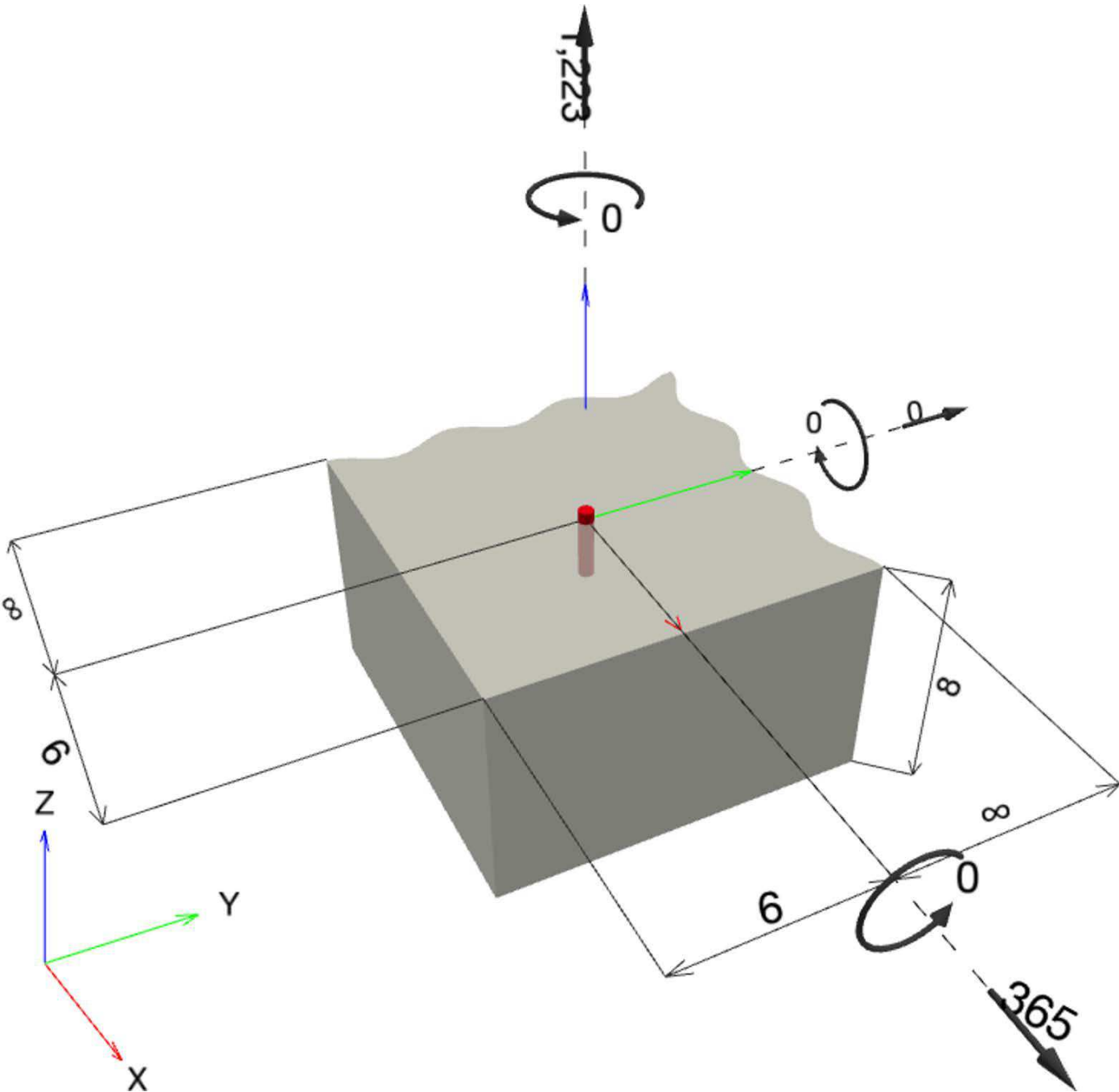
1 Input data

Anchor type and diameter:	Kwik Bolt TZ2 - CS 1/2 (2) hnom2
Item number:	2210254 KB-TZ2 1/2x3 3/4
Specification text:	Hilti KB-TZ2 stud anchor with 2.5 in embedment, 1/2 (2) hnom2, Carbon steel, installation per ESR-4266
Effective embedment depth:	$h_{ef,act} = 2.000 \text{ in.}$, $h_{nom} = 2.500 \text{ in.}$
Material:	Carbon Steel
Evaluation Service Report:	ESR-4266
Issued Valid:	12/1/2023 12/1/2025
Proof:	Design Method ACI 318-19 / Mech
Stand-off installation:	
Profile:	
Base material:	cracked concrete, 2500, $f_c' = 2,500 \text{ psi}$; $h = 8.000 \text{ in.}$
Installation:	hammer drilled hole, Installation condition: Dry
Reinforcement:	tension: not present, shear: not present; no supplemental splitting reinforcement present edge reinforcement: > No. 4 bar



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Geometry [in.] & Loading [lb, in.lb]





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1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	N = 1,223; V _x = 365; V _y = 0; M _x = 0; M _y = 0; M _z = 0;	no	64

2 Load case/Resulting anchor forces

Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	1,223	365	365	0

3 Tension load

	Load N _{ua} [lb]	Capacity ϕ N _n [lb]	Utilization $\beta_N = N_{ua} / \phi N_n$	Status
Steel Strength*	1,223	8,433	15	OK
Pullout Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	1,223	1,930	64	OK

* highest loaded anchor **anchor group (anchors in tension)



Hilti PROFIS Engineering 3.1.0

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3.1 Steel Strength

N_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi N_{sa} \geq N_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,N}$ [in. ²]	f_{uta} [psi]
0.10	114,004

Calculations

N_{sa} [lb]
11,244

Results

N_{sa} [lb]	ϕ_{steel}	ϕN_{sa} [lb]	N_{ua} [lb]
11,244	0.750	8,433	1,223

3.2 Concrete Breakout Failure

$N_{cb} = \left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b$ ACI 318-19 Eq. (17.6.2.1a)

$\phi N_{cb} \geq N_{ua}$ ACI 318-19 Table 17.5.2

A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$A_{Nc0} = 9 h_{ef}^2$ ACI 318-19 Eq. (17.6.2.1.4)

$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0$ ACI 318-19 Eq. (17.6.2.4.1b)

$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0$ ACI 318-19 Eq. (17.6.2.6.1b)

$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5}$ ACI 318-19 Eq. (17.6.2.2.1)

Variables

h_{ef} [in.]	$c_{a,min}$ [in.]	$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
2.000	6.000	1.000	5.500	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
36.00	36.00	1.000	1.000	2,970

Results

N_{cb} [lb]	$\phi_{concrete}$	ϕN_{cb} [lb]	N_{ua} [lb]
2,970	0.650	1,930	1,223



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4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua} / \phi V_n$	Status
Steel Strength*	365	3,599	11	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	365	2,079	18	OK
Concrete edge failure in direction x+**	365	2,851	13	OK

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

V_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi V_{steel} \geq V_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,V}$ [in. ²]	f_{uta} [psi]
0.10	114,004

Calculations

V_{sa} [lb]
5,537

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
5,537	0.650	3,599	365

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4.2 Pryout Strength

$$V_{cp} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right]$$

ACI 318-19 Eq. (17.7.3.1a)

$$\phi V_{cp} \geq V_{ua}$$

ACI 318-19 Table 17.5.2

 A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2$$

ACI 318-19 Eq. (17.6.2.1.4)

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0$$

ACI 318-19 Eq. (17.6.2.4.1b)

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0$$

ACI 318-19 Eq. (17.6.2.6.1b)

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5}$$

ACI 318-19 Eq. (17.6.2.2.1)

Variables

k_{cp}	h_{ef} [in.]	$c_{a,min}$ [in.]	$\psi_{c,N}$
1	2.000	6.000	1.000
c_{ac} [in.]	k_c	λ_a	f'_c [psi]
5.500	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
36.00	36.00	1.000	1.000	2,970

Results

V_{cp} [lb]	$\phi_{concrete}$	ϕV_{cp} [lb]	V_{ua} [lb]
2,970	0.700	2,079	365

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4.3 Concrete edge failure in direction x+

$$V_{cb} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} \Psi_{parallel,V} V_b \quad \text{ACI 318-19 Eq. (17.7.2.1a)}$$

$$\phi V_{cb} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

$$A_{Vc} \text{ see ACI 318-19, Section 17.7.2.1, Fig. R 17.7.2.1(b)}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-19 Eq. (17.7.2.1.3)}$$

$$\Psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.4.1b)}$$

$$\Psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.6.1)}$$

$$V_b = \left(7 \left(\frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f'_c} c_{a1}^{1.5} \quad \text{ACI 318-19 Eq. (17.7.2.2.1a)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	$\Psi_{c,V}$	h_a [in.]	l_e [in.]
6.000	6.000	1.200	8.000	2.000
λ_a	d_a [in.]	f'_c [psi]	$\Psi_{parallel,V}$	
1.000	0.500	2,500	1.000	

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\Psi_{ed,V}$	$\Psi_{h,V}$	V_b [lb]
120.00	162.00	0.900	1.061	4,799

Results

V_{cb} [lb]	$\phi_{concrete}$	ϕV_{cb} [lb]	V_{ua} [lb]
4,072	0.700	2,851	365

5 Combined tension and shear loads, per ACI 318-19 section 17.8

β_N	β_V	ζ	Utilization $\beta_{N,V}$ [%]	Status
0.634	0.176	5/3	53	OK

$$\beta_{NV} = \beta_N^{\zeta} + \beta_V^{\zeta} \leq 1$$



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6 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2021, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Hilti post-installed anchors shall be installed in accordance with the Hilti Manufacturer's Printed Installation Instructions (MPII). Reference ACI 318-19, Section 26.7.

Fastening meets the design criteria!



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7 Installation data

Profile: -
Hole diameter in the fixture: -
Plate thickness (input): -

Drilling method: Hammer drilled
Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ2 - CS 1/2 (2) hnom2
Item number: 2210254 KB-TZ2 1/2x3 3/4
Maximum installation torque: 602 in.lb
Hole diameter in the base material: 0.500 in.
Hole depth in the base material: 2.750 in.
Minimum thickness of the base material: 4.000 in.

Hilti KB-TZ2 stud anchor with 2.5 in embedment, 1/2 (2) hnom2, Carbon steel, installation per ESR-4266

7.1 Recommended accessories

Drilling	Cleaning	Setting
<ul style="list-style-type: none">Suitable Rotary HammerProperly sized drill bit	<ul style="list-style-type: none">Manual blow-out pump	<ul style="list-style-type: none">Torque controlled cordless impact toolTorque wrenchHammer

Coordinates Anchor in.

Anchor	x	y	C _{-x}	C _{+x}	C _{-y}	C _{+y}
1	0.000	0.000	-	6.000	6.000	-



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8 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.

MENDOCINO COUNTY

Facilities & Fleet Division

BID RESULTS FOR

Electric Vehicle Charging Stalls Project

Bid No.: 001-25 Project: CI071

March 13, 2025, 2:00 pm

Bidder	City	Bid Bond	Acknowledge Addenda	List of Subs	Signature	Mandatory Walk Through	Bid Amount
Fort Bragg Electric, Inc.	Fort Bragg	X	X	X	X	X	Bid: <u>\$576,222.00</u> Add Bid Allow 1: <u>\$596,222.00</u>
M3 Integrated Service, Inc.	Santa Rosa	X	X	X	X	X	Bid: <u>\$575,667.00</u> Add Bid Allow 1: <u>\$595,667.00</u>
Ferranti Construction, Inc.	Redwood Valley	X	X	X	X	X	Bid: <u>\$546,976.85</u> Add Bid Allow 1: <u>\$566,976.85</u>
James Day Construction, Inc.	Clearlake	X	X	X	X	X	Bid: <u>\$587,679.00</u> Add Bid Allow 1: <u>\$607,679.00</u>
							Bid: \$ _____ Add Bid Allow 1: \$ _____
							Bid: \$ _____ Add Bid Allow 1: \$ _____
							Bid: \$ _____ Add Bid Allow 1: \$ _____

Apparent Low Bidder:

Ferranti Construction, Inc
Bidder

\$546,976.85
Base Bid Amount

\$20,000.00
Allow 1 Amount

\$566,976.85
Total Bid Amount:

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

Notice of Exemption

To:

☒ Office of Planning and Research
U.S. Mail: Street Address:
PO Box 3044 1400 Tenth St., Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95812

☒ County Clerk:
County of Mendocino
501 Low Gap Road
Ukiah, CA 95482

From: Mendocino County Planning &
Building Services
860 N Bush Street
Ukiah, CA 95482
Contact: Julia Krog
Phone: 707-234-6650

Project Title: Electric Vehicle (EV) Charging Parking Stalls

Project Applicant: County of Mendocino

Project Location - Specific: 501 Low Gap Road, Ukiah & 727 South State Street, Ukiah

Project Location - City: Ukiah

Project Location - County: Mendocino

Description of Nature, Purpose and Beneficiaries of Project: The project proposes the installation of four (4) double EV chargers and two (2) single EV chargers at 501 Low Gap Road location as well as six (6) double EV chargers and two (2) single EV chargers at 727 South State Street location in Ukiah. The project will provide for the support of electric vehicle usage and contribute to the reduction on greenhouse gas emissions by providing locations for EV charging at County facilities.

Name of Public Agency Approving the Project: COUNTY OF MENDOCINO

Name of Person or Agency Carrying out Project: COUNTY OF MENDOCINO

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21070(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: 15301 and 15303
☐ Statutory Exemption. State code number: _____

Reasons why project is exempt: The Electric Vehicle Charging Stalls Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301 and 15303. Section 15301 of the CEQA Guidelines provides that the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use, are activities exempt from CEQA review. Examples given in Section 15301 include exterior alterations involving electrical conveyances and limited additions to existing buildings, but the key consideration is whether the project involves negligible or no expansion of use. Section 15303 of the CEQA Guidelines provides that construction and location of limited numbers of new, small facilities or structures are exempt from CEQA review, with examples including new single-family homes, commercial structures of up to 2500 square feet, and accessory structures, including garages, carports and patios. The level of construction to install electrical vehicle charging stations on or adjacent to existing parking lots falls within these exemptions as a minor alteration of the existing County facilities, involving no expansion of use, pursuant to Section 15301, and a scope of construction less than that of a full building, as allowed by Section 15303.

Lead Agency

Contact Person: Doug Anderson

Area Code/Telephone/Extension: 707-234-6054

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3s)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: April 22, 2025

Department Contact: Jenine Miller

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Center for Positive Changes in the Amount of \$25,000 to Provide Short-Term Residential Therapeutic Program Care for Mendocino County Youth Clients, for the Period of October 24, 2024, through June 30, 2025

Recommended Action/Motion:

Approve agreement with Center for Positive Changes in the amount of \$25,000 to provide short-term residential therapeutic program care for Mendocino County youth clients, for the period of October 24, 2024, through June 30, 2025; authorize the Behavioral Health Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Center for Positive Changes is a non-profit organization established in 1999, dedicated to assisting at-risk youth aged 13-18 and young adults in extended foster care (ages 18-19) in becoming self-sufficient and productive members of society. CPOC provides interventions, treatments, and services for youths who have experienced trauma, family displacement, or substance abuse, focusing on comprehensive care and support for families.

The Center for Positive Changes operates as a Short-Term Residential Therapeutic Program (STRTP) adolescent treatment facility, with its main office located in San Diego, California, and offering services throughout various parts of California. Admission is based on the medical necessity of clients who cannot safely function at home or in the community. The Center for Positive Changes carries out its delegated activities and reporting responsibilities in compliance with the County Mental Health Plan (MHP) contract obligations.

Family and Children's Services (FCS) informed us about the client's placement in a STRTP following their admission. The facility offers behavioral health services along with other services requested by FCS. To facilitate reimbursement for the facility, we need to make this agreement effective retroactively.

Alternative Action/Motion:

Return to staff for alternative handling.

Item #: 3s)

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: \$25,000

budget clarification: Funding for this contract comes from the distribution of unused Short Term Residential Treatment Programs placement funds, which are immediately available for use, and additional Realignment dollars as needed. This will be reflected in Q3 adjustment.

annual recurring cost: No

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

revenue agreement: No

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

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-028



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Center for Positive Changes**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its mental health services to Mendocino County qualified beneficiaries; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Addendum B	Business Associate Agreement
Attachment 1	Title 42: Public Health, Part 2
Attachment 2	Invoice

The term of this Agreement shall be from October 24, 2024 (the "Effective Date"), and shall continue through June 30, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed Twenty-Five Thousand Dollars (\$25,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jerine Miller, Psy.D.
Director of Health Services

Date: 3/27/25

Budgeted: No
Budget Unit: 4050
Line Item: 86-3280
Org/Object Code: MH
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

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

Date: 04/22/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 04/22/2025

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 04/22/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 03/25/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
G. Adam Serrano, LCSW

Date: 3-26-25

NAME AND ADDRESS OF CONTRACTOR:

Center for Positive Changes
5104 Eliot Street
Oceanside, CA 92057
aserrano@c4pc.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: 03/25/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 03/25/2025

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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable),

CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by

COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and

Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Behavioral Health & Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D.

To CONTRACTOR: Center for Positive Changes
5104 Eliot Street
Oceanside, CA 92057
Attn: G. Adam Serrano, LCSW

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

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

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

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

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

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

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

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

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

designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$25,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

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

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

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

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

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

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

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

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

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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. Center for Positive Changes (CONTRACTOR) is a short-term residential therapeutic program (STRTP) adolescent treatment facility with a main office located in San Diego, CA, offering services in different parts of California. Admission is based on medical necessity of clients who are unable to maintain and safely function at home or in the community. CONTRACTOR agrees to perform the delegated activities and reporting responsibilities in compliance with the COUNTY Mental Health Plan (MHP) contract obligation. CONTRACTOR shall provide Specialty Mental Health Services (SMHS) to eligible Mendocino County Medi-Cal beneficiaries according to Assembly Bill 1051 which made changes to presumptive transfer requirements starting July 1, 2024. CONTRACTOR agrees to comply with all applicable Medicaid Laws, regulations, and Agreement provisions, including the terms of Assembly Bill 1051.
- II. CONTRACTOR shall provide services according to the following:
 - A. Provide services to residents of Mendocino County referred to CONTRACTOR by COUNTY or designee. Admission of residents not referred by COUNTY shall release COUNTY of any and all liability, including financial liability, under the terms of this Agreement. Both COUNTY-referred and non-County-referred residents shall be referred to as "Residents of Mendocino County" for the purposes of this Agreement.
 - B. Remain in compliance with the documentation standards requirements as per Title IX regulations.
 - C. When applicable, provide documentation indicating that services are offered in an alternative format, or that cultural-specific or linguistic services are offered, and/or services are provided in the client's preferred language.
 - D. Ensure that all clients who are Mendocino County Medi-Cal beneficiaries and are placed at the treatment facility, are also eligible for a mental health assessment.
 1. CONTRACTOR shall submit a Service Authorization Request (SAR) on the client's date of admission, to obtain authorization for the following services:
 - a. Assessment
 - b. Plan Development
 - c. Medication Management
 - E. Once the mental health assessment is completed, and if the client is found to meet medical necessity, submit a request to COUNTY or designee for ongoing mental health services to be provided by CONTRACTOR. CONTRACTOR shall provide the following documents along with each SAR submitted:

1. A Consent to Treat form signed and dated by client and legal guardian.
 2. When medication management services are required, a written medication consent signed by the client and representative, when a representative signature is required, agreeing to the administration of each prescribed psychiatric medication.
 3. A Bio-psychosocial Assessment signed and dated by a certified provider. The Assessment shall meet all Title IX requirements.
 4. A Client Plan with measurable objectives, meeting all Title IX requirements, signed and dated by the provider, guardian, and client. The Client Plan must be active during the full course of a service request period.
- F. Ensure that services are authorized for up to a twelve (12) month treatment cycle per the Mendocino County MHP.
- G. Provide the following SMHS when appropriate:
1. Assessment
 2. Psychiatric Evaluations
 3. Plan Development
 4. Therapy (individual, group, family)
 5. Rehabilitation Services, including Intensive Home Based Services (IHBS) and Therapeutic Behavioral Services (TBS)
 6. Targeted Case Management, including Intensive Care Coordination
 7. Psychiatrist Services and related Medication Support Services
 8. Day Treatment Intensive
 9. Day Rehabilitation
 10. Crisis Intervention
 11. Crisis Stabilization Unit
- H. Notify COUNTY Point of Authorization (POA) of placement within twenty-four (24) hours by phone (707.472.2360) or fax (707.463.6868).
- I. Provide acuity/medical necessity update information two times (2x) a week for the first two (2) weeks of hospitalization by phone (707.472.2360) or fax (707.463.6868) (more frequently if client's condition merits) to the POA.
- J. After the first two (2) weeks, provide acuity/medical necessity concurrent review information including progress notes, physician's notes every other day or as requested by COUNTY's designee POA by phone (707.472.2360) or fax (707.463.6868) until discharge.
- K. Notify COUNTY's designee POA by fax (707.463.6868) of client discharge.

- L. Provide initial assessment and discharge plan to COUNTY or designee, and any agencies that client has authorized to release information to, within ten (10) days of discharge.
- III. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.
- IV. CONTRACTOR shall maintain compliance with California Code of Regulations Title IX, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- V. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- VI. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY shall pay CONTRACTOR as per the following instructions:
- A. CONTRACTOR shall submit claims in accordance with the applicable billing requirements. COUNTY shall reimburse CONTRACTOR within thirty (30) days upon receipt of invoice (Attachment 2) from CONTRACTOR.
- B. Net negotiated rates for services under this Agreement are as follows:

Provider Type	Hourly Rate
Licensed Physician	\$ 653.40
Physician Assistant	\$ 488.40
Nurse Practitioner	\$ 541.20
Registered Nurse	\$ 442.20
Clinical Nurse Specialist	\$ 541.20
Licensed Vocational Nurse	\$ 232.20
Registered Pharmacist	\$ 521.40
Licensed Psychiatric Technician	\$ 199.20
Psychologist (Licensed or Waivered)	\$ 438.00
MFT/LPCC (Licensed, Waivered or Registered)	\$ 283.20
LCSW (Licensed, Waivered or Registered)	\$ 283.20
Occupational Therapist	\$ 377.40
Mental Health Rehabilitation Specialist	\$ 213.60
Medical Assistant	\$ 159.60
Other Qualified Practitioner	\$ 213.60
Interactive Complexity (All Types)	\$ 13.74 (Per Encounter)

- C. Rates for services rendered by CONTRACTOR shall be reviewed annually and amended by mutual agreement of CONTRACTOR and COUNTY at the beginning of each fiscal year. In the event mutual agreement for rates is not reached between parties hereto, this Agreement shall terminate upon written notice from COUNTY or CONTRACTOR.
- D. Payment of claims is contingent upon authorization for treatment by COUNTY or designee as the Managed Care Provider.
- E. COUNTY shall only reimburse for services rendered to individuals placed or approved by COUNTY. COUNTY shall not reimburse for services not authorized by COUNTY.

F. COUNTY shall be responsible for submitting Medi-Cal claims to the State for mental health services provided by CONTRACTOR. CONTRACTOR shall provide COUNTY with corresponding documentation of services that meet State requirements and allow for claiming that meets State timelines.

G. CONTRACTOR shall submit itemized invoices and Cost Reports to:

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

II. The compensation payable to CONTRACTOR hereunder shall not exceed Twenty-Five Thousand Dollars (\$25,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

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

NAME OF CONTRACTOR: **Center for Positive Changes**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

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

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

As well as comply with State Law Requirements:

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

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

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

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

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

3-26-25
Date
5104 Eliot Street, Oceanside, CA 92057
Address of CONTRACTOR


CONTRACTOR Signature

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

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

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

G. Adam Serrano, LCSW
(Type Name)

Center for Positive Changes
(Organization Name)

Program Manager
(Title)

5104 Eliot Street
Oceanside, CA 92057
(Organization Address)


(Signature)

3-26-25
(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

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- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

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- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

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- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

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VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

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Signature Page

G. Adam Serrano, LCSW
Contractor Name (printed)


Contractor Signature

Program Manager
Contractor Title

Center for Positive Changes
Contractor's Agency Name

3-26-25
Date

Addendum B

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into October 24, 2024 (the "Effective Date"), by and between **Center for Positive Changes** ("Business Associate/Qualified Service Organization") and **Mendocino County Department of Behavioral Health and Recovery Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship ("Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the

information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any

individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.
13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate/Qualified Service Organization's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the


Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.

22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Center for Positive Changes

By:  3-26-25

Name: G. Adam Serrano, LCSW

Title: Program Manager

Mendocino County

By: 

Name: Jenine Miller, Psy.D.

Title: Director of Health Services

Attachment 1

Title 42: Public Health

PART 2—CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS

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Authority: Sec. 408 of Pub. L. 92-255, 86 Stat. 79, as amended by sec. 303 (a), (b) of Pub. L. 93-282, 83 Stat. 137, 138; sec. 4(c)(5)(A) of Pub. L. 94-237, 90 Stat. 244; sec. 111(c)(3) of Pub. L. 94-581, 90 Stat. 2852; sec. 509 of Pub. L. 96-88, 93 Stat. 695; sec. 973(d) of Pub. L. 97-35, 95 Stat. 598; and transferred to sec. 527 of the Public Health Service Act by sec. 2(b)(16)(B) of Pub. L. 98-24, 97 Stat. 182 and as amended by sec. 106 of Pub. L. 99-401, 100 Stat. 907 (42 U.S.C. 290ee-3) and sec. 333 of Pub. L. 91-616, 84 Stat. 1853, as amended by sec. 122(a) of Pub. L. 93-282, 88 Stat. 131; and sec. 111(c)(4) of Pub. L. 94-581, 90 Stat. 2852 and transferred to sec. 523 of the Public Health Service Act by sec. 2(b)(13) of Pub. L. 98-24, 97 Stat. 181 and as amended by sec. 106 of Pub. L. 99-401, 100 Stat. 907 (42 U.S.C. 290dd-3), as amended by sec. 131 of Pub. L. 102-321, 106 Stat. 368, (42 U.S.C. 290dd-2).

Source: 52 FR 21809, June 9, 1987, unless otherwise noted.

Subpart A—Introduction

§ 2.1 Statutory authority for confidentiality of drug abuse patient records.

The restrictions of these regulations upon the disclosure and use of drug abuse patient records were initially authorized by section 408 of the Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. 1175). That section as amended was transferred by Pub. L. 98-24 to section 527 of the Public Health Service Act which is codified at 42 U.S.C. 290ee-3. The amended statutory authority is set forth below:

§290ee-3. Confidentiality of patient records.

(a) Disclosure authorization

Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States shall, except as provided in subsection (e) of this section, be confidential and be disclosed only for the purposes and under the circumstances expressly authorized under subsection (b) of this section.

(b) Purposes and circumstances of disclosure affecting consenting patient and patient regardless of consent

(1) The content of any record referred to in subsection (a) of this section may be disclosed in accordance with the prior written consent of the patient with respect to whom such record is maintained, but only to such extent, under such circumstances, and for such purposes as may be allowed under regulations prescribed pursuant to subsection (g) of this section.

(2) Whether or not the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, gives his written consent, the content of such record may be disclosed as follows:

(A) To medical personnel to the extent necessary to meet a bona fide medical emergency.

(B) To qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner.

(C) If authorized by an appropriate order of a court of competent jurisdiction granted after application showing good cause therefor. In assessing good cause the court shall weigh the public interest and the need for disclosure against the injury to the patient, to the physician-patient relationship, and to the treatment services. Upon the granting of such order, the court, in determining the extent to which any disclosure of all or any part of any record is necessary, shall impose appropriate safeguards against unauthorized disclosure.

(c) Prohibition against use of record in making criminal charges or investigation of patient

Except as authorized by a court order granted under subsection (b)(2)(C) of this section, no record referred to in subsection (a) of this section may be used to

initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient.

(d) Continuing prohibition against disclosure irrespective of status as patient

The prohibitions of this section continue to apply to records concerning any individual who has been a patient, irrespective of whether or when he ceases to be a patient.

(e) Armed Forces and Veterans' Administration; interchange of records; report of suspected child abuse and neglect to State or local authorities

The prohibitions of this section do not apply to any interchange of records—

(1) within the Armed Forces or within those components of the Veterans' Administration furnishing health care to veterans, or

(2) between such components and the Armed Forces.

The prohibitions of this section do not apply to the reporting under State law of incidents of suspected child abuse and neglect to the appropriate State or local authorities.

(f) Penalty for first and subsequent offenses

Any person who violates any provision of this section or any regulation issued pursuant to this section shall be fined not more than \$500 in the case of a first offense, and not more than \$5,000 in the case of each subsequent offense.

(g) Regulations; interagency consultations; definitions, safeguards, and procedures, including procedures and criteria for issuance and scope of orders

Except as provided in subsection (h) of this section, the Secretary, after consultation with the Administrator of Veterans' Affairs and the heads of other Federal departments and agencies substantially affected thereby, shall prescribe regulations to carry out the purposes of this section. These regulations may contain such definitions, and may provide for such safeguards and procedures, including procedures and criteria for the issuance and scope of orders under subsection (b)(2)(C) of this section, as in the judgment of the Secretary are necessary or proper to effectuate the purposes of this section, to prevent circumvention or evasion thereof, or to facilitate compliance therewith.

(Subsection (h) was superseded by section 111(c)(3) of Pub. L. 94-581. The responsibility of the Administrator of Veterans' Affairs to write regulations to provide for confidentiality of drug abuse patient records under Title 38 was moved from 21 U.S.C. 1175 to 38 U.S.C. 4134.)

§ 2.2 Statutory authority for confidentiality of alcohol abuse patient records.

The restrictions of these regulations upon the disclosure and use of alcohol abuse patient records were initially authorized by section 333 of the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (42 U.S.C. 4582). The section as amended was transferred by Pub. L. 98-24 to section 523 of the Public Health Service Act which is codified at 42 U.S.C. 290dd-3. The amended statutory authority is set forth below:

§290dd-3. Confidentiality of patient records

(a) Disclosure authorization

Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to alcoholism or alcohol abuse education, training, treatment, rehabilitation, or research, which is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States shall, except as provided in subsection (e) of this section, be confidential and be disclosed only for the purposes and under the circumstances expressly authorized under subsection (b) of this section.

(b) Purposes and circumstances of disclosure affecting consenting patient and patient regardless of consent

(1) The content of any record referred to in subsection (a) of this section may be disclosed in accordance with the prior written consent of the patient with respect to whom such record is maintained, but only to such extent, under such circumstances, and for such purposes as may be allowed under regulations prescribed pursuant to subsection (g) of this section.

(2) Whether or not the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, gives his written consent, the content of such record may be disclosed as follows:

(A) To medical personnel to the extent necessary to meet a bona fide medical emergency.

(B) To qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner.

(C) If authorized by an appropriate order of a court of competent jurisdiction granted after application showing good cause therefor. In assessing good cause the court shall weigh the public interest and the need for disclosure against the injury to the patient, to the physician-patient relationship, and to the treatment services. Upon the granting of such order, the court, in determining the extent to which any disclosure of all or any part of any record is necessary, shall impose appropriate safeguards against unauthorized disclosure.

(c) Prohibition against use of record in making criminal charges or investigation of patient

Except as authorized by a court order granted under subsection (b)(2)(C) of this section, no record referred to in subsection (a) of this section may be used to initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient.

(d) Continuing prohibition against disclosure irrespective of status as patient

The prohibitions of this section continue to apply to records concerning any individual who has been a patient, irrespective of whether or when he ceases to be a patient.

(e) Armed Forces and Veterans' Administration; interchange of record of suspected child abuse and neglect to State or local authorities

The prohibitions of this section do not apply to any interchange of records—

(1) within the Armed Forces or within those components of the Veterans' Administration furnishing health care to veterans, or

(2) between such components and the Armed Forces.

The prohibitions of this section do not apply to the reporting under State law of incidents of suspected child abuse and neglect to the appropriate State or local authorities.

(f) Penalty for first and subsequent offenses

Any person who violates any provision of this section or any regulation issued pursuant to this section shall be fined not more than \$500 in the case of a first offense, and not more than \$5,000 in the case of each subsequent offense.

(g) Regulations of Secretary; definitions, safeguards, and procedures, including procedures and criteria for issuance and scope of orders

Except as provided in subsection (h) of this section, the Secretary shall prescribe regulations to carry out the purposes of this section. These regulations may contain such definitions, and may provide for such safeguards and procedures, including procedures and criteria for the issuance and scope of orders under subsection(b)(2)(C) of this section, as in the judgment of the Secretary are necessary or proper to effectuate the purposes of this section, to prevent circumvention or evasion thereof, or to facilitate compliance therewith.

(Subsection (h) was superseded by section 111(c)(4) of Pub. L. 94–581. The responsibility of the Administrator of Veterans' Affairs to write regulations to provide for confidentiality of alcohol abuse patient records under Title 38 was moved from 42 U.S.C. 4582 to 38 U.S.C. 4134.)

§ 2.3 Purpose and effect.

(a) *Purpose.* Under the statutory provisions quoted in §§2.1 and 2.2, these regulations impose restrictions upon the disclosure and use of alcohol and drug abuse patient records which are maintained in connection with the performance of any federally assisted alcohol and drug abuse program. The regulations specify:

- (1) Definitions, applicability, and general restrictions in subpart B (definitions applicable to §2.34 only appear in that section);
- (2) Disclosures which may be made with written patient consent and the form of the written consent in subpart C;
- (3) Disclosures which may be made without written patient consent or an authorizing court order in subpart D; and
- (4) Disclosures and uses of patient records which may be made with an authorizing court order and the procedures and criteria for the entry and scope of those orders in subpart E.

(b) *Effect.* (1) These regulations prohibit the disclosure and use of patient records unless certain circumstances exist. If any circumstances exists under which disclosure is permitted, that circumstance acts to remove the prohibition on disclosure but it does not compel disclosure. Thus, the regulations do not require disclosure under any circumstances.

(2) These regulations are not intended to direct the manner in which substantive functions such as research, treatment, and evaluation are carried out. They are intended to insure that an alcohol or drug abuse patient in a federally assisted alcohol or drug abuse program is not made more vulnerable by reason of the availability of his or her patient record than an individual who has an alcohol or drug problem and who does not seek treatment.

(3) Because there is a criminal penalty (a fine—see 42 U.S.C. 290ee–3(f), 42 U.S.C. 290dd–3(f) and 42 CFR 2.4) for violating the regulations, they are to be construed strictly in favor of the potential violator in the same manner as a criminal statute (see *M. Kraus & Brothers v. United States*, 327 U.S. 614, 621–22, 66 S. Ct. 705, 707–08 (1946)).

§ 2.4 Criminal penalty for violation.

Under 42 U.S.C. 290ee–3(f) and 42 U.S.C. 290dd–3(f), any person who violates any provision of those statutes or these regulations shall be fined not more than \$500 in the case of a first offense, and not more than \$5,000 in the case of each subsequent offense.

§ 2.5 Reports of violations.

(a) The report of any violation of these regulations may be directed to the United States Attorney for the judicial district in which the violation occurs.

(b) The report of any violation of these regulations by a methadone program may be directed to the Regional Offices of the Food and Drug Administration.

Subpart B—General Provisions

§ 2.11 Definitions.

For purposes of these regulations:

Alcohol abuse means the use of an alcoholic beverage which impairs the physical, mental, emotional, or social well-being of the user.

Drug abuse means the use of a psychoactive substance for other than medicinal purposes which impairs the physical, mental, emotional, or social well-being of the user.

Diagnosis means any reference to an individual's alcohol or drug abuse or to a condition which is identified as having been caused by that abuse which is made for the purpose of treatment or referral for treatment.

Disclose or disclosure means a communication of patient identifying information, the affirmative verification of another person's communication of patient identifying information, or the communication of any information from the record of a patient who has been identified.

Informant means an individual:

(a) Who is a patient or employee of a program or who becomes a patient or employee of a program at the request of a law enforcement agency or official: and

(b) Who at the request of a law enforcement agency or official observes one or more patients or employees of the program for the purpose of reporting the information obtained to the law enforcement agency or official.

Patient means any individual who has applied for or been given diagnosis or treatment for alcohol or drug abuse at a federally assisted program and includes any individual who, after arrest on a criminal charge, is identified as an alcohol or drug abuser in order to determine that individual's eligibility to participate in a program.

Patient identifying information means the name, address, social security number, fingerprints, photograph, or similar information by which the identity of a patient can be determined with reasonable accuracy and speed either directly or by reference to other publicly available information. The term does not include a number assigned to a patient by a program, if that number does not consist of, or contain numbers (such as a social security, or driver's license number) which could be used to identify a patient with reasonable accuracy and speed from sources external to the program.

Person means an individual, partnership, corporation, Federal, State or local government agency, or any other legal entity.

Program means:

(a) An individual or entity (other than a general medical care facility) who holds itself out as providing, and provides, alcohol or drug abuse diagnosis, treatment or referral for treatment; or

(b) An identified unit within a general medical facility which holds itself out as providing, and provides, alcohol or drug abuse diagnosis, treatment or referral for treatment; or

(c) Medical personnel or other staff in a general medical care facility whose primary function is the provision of alcohol or drug abuse diagnosis, treatment or referral for treatment and who are identified as such providers. (See §2.12(e)(1) for examples.)

Program director means:

(a) In the case of a program which is an individual, that individual:

(b) In the case of a program which is an organization, the individual designated as director, managing director, or otherwise vested with authority to act as chief executive of the organization.

Qualified service organization means a person which:

(a) Provides services to a program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, medical, accounting, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and

(b) Has entered into a written agreement with a program under which that person:

(1) Acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from the programs, it is fully bound by these regulations; and

(2) If necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by these regulations.

Records means any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program.

Third party payer means a person who pays, or agrees to pay, for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or a member of his family or on the basis of the patient's eligibility for Federal, State, or local governmental benefits.

Treatment means the management and care of a patient suffering from alcohol or drug abuse, a condition which is identified as having been caused by that abuse, or both, in order to reduce or eliminate the adverse effects upon the patient.

Undercover agent means an officer of any Federal, State, or local law enforcement agency who enrolls in or becomes an employee of a program for the purpose of investigating a suspected violation of law or who pursues that purpose after enrolling or becoming employed for other purposes.

[52 FR 21809, June 9, 1987, as amended by 60 FR 22297, May 5, 1995]

§ 2.12 Applicability.

(a) *General* —(1) *Restrictions on disclosure*. The restrictions on disclosure in these regulations apply to any information, whether or not recorded, which:

(i) Would identify a patient as an alcohol or drug abuser either directly, by reference to other publicly available information, or through verification of such an identification by another person; and

(ii) Is drug abuse information obtained by a federally assisted drug abuse program after March 20, 1972, or is alcohol abuse information obtained by a federally assisted alcohol abuse program after May 13, 1974 (or if obtained before the pertinent date, is maintained by a federally assisted alcohol or drug abuse program after that date as part of an ongoing treatment episode which extends past that date) for the purpose of treating alcohol or drug abuse, making a diagnosis for that treatment, or making a referral for that treatment.

(2) *Restriction on use.* The restriction on use of information to initiate or substantiate any criminal charges against a patient or to conduct any criminal investigation of a patient (42 U.S.C. 290ee-3(c), 42 U.S.C. 290dd-3(c)) applies to any information, whether or not recorded which is drug abuse information obtained by a federally assisted drug abuse program after March 20, 1972, or is alcohol abuse information obtained by a federally assisted alcohol abuse program after May 13, 1974 (or if obtained before the pertinent date, is maintained by a federally assisted alcohol or drug abuse program after that date as part of an ongoing treatment episode which extends past that date), for the purpose of treating alcohol or drug abuse, making a diagnosis for the treatment, or making a referral for the treatment.

(b) *Federal assistance.* An alcohol abuse or drug abuse program is considered to be federally assisted if:

(1) It is conducted in whole or in part, whether directly or by contract or otherwise by any department or agency of the United States (but see paragraphs (c)(1) and (c)(2) of this section relating to the Veterans' Administration and the Armed Forces);

(2) It is being carried out under a license, certification, registration, or other authorization granted by any department or agency of the United States including but not limited to:

(i) Certification of provider status under the Medicare program;

(ii) Authorization to conduct methadone maintenance treatment (see 21 CFR 291.505); or

(iii) Registration to dispense a substance under the Controlled Substances Act to the extent the controlled substance is used in the treatment of alcohol or drug abuse;

(3) It is supported by funds provided by any department or agency of the United States by being:

(i) A recipient of Federal financial assistance in any form, including financial assistance which does not directly pay for the alcohol or drug abuse diagnosis, treatment, or referral activities; or

(ii) Conducted by a State or local government unit which, through general or special revenue sharing or other forms of assistance, receives Federal funds which could be (but are not necessarily) spent for the alcohol or drug abuse program; or

(4) It is assisted by the Internal Revenue Service of the Department of the Treasury through the allowance of income tax deductions for contributions to the program or through the granting of tax exempt status to the program.

(c) *Exceptions—* (1) *Veterans' Administration.* These regulations do not apply to information on alcohol and drug abuse patients maintained in connection with the Veterans' Administration provisions of hospital care, nursing home care, domiciliary care, and medical services under title 38, United States Code. Those records are governed by 38 U.S.C. 4132 and regulations issued under that authority by the Administrator of Veterans' Affairs.

(2) *Armed Forces.* These regulations apply to any information described in paragraph (a) of this section which was obtained by any component of the Armed Forces during a period when the patient was subject to the Uniform Code of Military Justice except:

(i) Any interchange of that information within the Armed Forces; and

(ii) Any interchange of that information between the Armed Forces and those components of the Veterans Administration furnishing health care to veterans.

(3) *Communication within a program or between a program and an entity having direct administrative control over that program.* The restrictions on disclosure in these regulations do not apply to communications of information between or among personnel having a need for the information in connection with their duties that arise out of the provision of diagnosis, treatment, or referral for treatment of alcohol or drug abuse if the communications are

(i) Within a program or

(ii) Between a program and an entity that has direct administrative control over the program.

(4) *Qualified Service Organizations.* The restrictions on disclosure in these regulations do not apply to communications between a program and a qualified service organization of information needed by the organization to provide services to the program.

(5) *Crimes on program premises or against program personnel.* The restrictions on disclosure and use in these regulations do not apply to communications from program personnel to law enforcement officers which—

(i) Are directly related to a patient's commission of a crime on the premises of the program or against program personnel or to a threat to commit such a crime; and

(ii) Are limited to the circumstances of the incident, including the patient status of the individual committing or threatening to commit the crime, that individual's name and address, and that individual's last known whereabouts.

(6) *Reports of suspected child abuse and neglect.* The restrictions on disclosure and use in these regulations do not apply to the reporting under State law of incidents of suspected child abuse and neglect to the appropriate State or local authorities. However, the restrictions continue to apply to the original alcohol or drug abuse patient records maintained by the program including their disclosure and use for civil or criminal proceedings which may arise out of the report of suspected child abuse and neglect.

(d) *Applicability to recipients of information—* (1) *Restriction on use of information.* The restriction on the use of any information subject to these regulations to initiate or substantiate any criminal charges against a patient or to conduct any criminal investigation of a patient applies to any person who obtains that information from a federally assisted alcohol or drug abuse program, regardless of the status of the person obtaining the information or of whether the information was obtained in accordance with these regulations. This restriction on use bars, among other things, the introduction of that information as evidence in a criminal proceeding and any other use of the information to investigate or prosecute a patient with respect to a suspected crime. Information obtained by undercover agents or informants (see §2.17) or through patient access (see §2.23) is subject to the restriction on use.

(2) *Restrictions on disclosures — Third party payers, administrative entities, and others.* The restrictions on disclosure in these regulations apply to:

(i) Third party payers with regard to records disclosed to them by federally assisted alcohol or drug abuse programs;

(ii) Entities having direct administrative control over programs with regard to information communicated to them by the program under §2.12(c)(3); and

(iii) Persons who receive patient records directly from a federally assisted alcohol or drug abuse program and who are notified of the restrictions on redisclosure of the records in accordance with §2.32 of these regulations.

(e) *Explanation of applicability—* (1) *Coverage.* These regulations cover any information (including information on referral and intake) about alcohol and drug abuse patients obtained by a program (as the terms “patient” and “program” are defined in §2.11) if the program is federally assisted in any manner described in §2.12(b). Coverage includes, but is not limited to, those treatment or rehabilitation programs, employee assistance programs, programs within general hospitals, school-based programs, and private practitioners who hold themselves out as providing, and provide alcohol or drug abuse diagnosis, treatment, or referral for treatment. However, these regulations would not apply, for example, to emergency room personnel who refer a patient to the intensive care unit for an apparent overdose, unless the primary function of such personnel is the provision of alcohol or drug abuse diagnosis, treatment or referral and they are identified as providing such services or the emergency room has promoted itself to the community as a provider of such services.

(2) *Federal assistance to program required.* If a patient's alcohol or drug abuse diagnosis, treatment, or referral for treatment is not provided by a program which is federally conducted, regulated or supported in a manner which constitutes Federal assistance under §2.12(b), that patient's record is not covered by these regulations. Thus, it is possible for an individual patient to benefit from Federal support and not be covered by the confidentiality regulations because the program in which the patient is enrolled is not federally assisted as defined in §2.12(b). For example, if a Federal court placed an individual in a private for-profit program and made a payment to the program on behalf of that individual, that patient's record would not be covered by these regulations unless the program itself received Federal assistance as defined by §2.12(b).

(3) *Information to which restrictions are applicable.* Whether a restriction is on use or disclosure affects the type of information which may be available. The restrictions on disclosure apply to any information which would identify a patient as an alcohol or drug abuser. The restriction on use of information to bring criminal charges against a patient for a crime applies to any information obtained by the program for the purpose of diagnosis, treatment, or referral for treatment of alcohol or drug abuse. (Note that restrictions on use and disclosure apply to recipients of information under §2.12(d).)

(4) *How type of diagnosis affects coverage.* These regulations cover any record of a diagnosis identifying a patient as an alcohol or drug abuser which is prepared in connection with the treatment or referral for treatment of alcohol or drug abuse. A diagnosis prepared for the purpose of treatment or referral for treatment but which is not so used is covered by these regulations. The following are not covered by these regulations:

(i) Diagnosis which is made solely for the purpose of providing evidence for use by law enforcement authorities; or

(ii) A diagnosis of drug overdose or alcohol intoxication which clearly shows that the individual involved is not an alcohol or drug abuser (e.g., involuntary ingestion of alcohol or drugs or reaction to a prescribed dosage of one or more drugs).

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987, as amended at 60 FR 22297, May 5, 1995]

§ 2.13 Confidentiality restrictions.

(a) *General.* The patient records to which these regulations apply may be disclosed or used only as permitted by these regulations and may not otherwise be disclosed or used in any civil, criminal, administrative, or legislative proceedings conducted by any Federal, State, or local authority. Any disclosure made under these regulations must be limited to that information which is necessary to carry out the purpose of the disclosure.

(b) *Unconditional compliance required.* The restrictions on disclosure and use in these regulations apply whether the holder of the information believes that the person seeking the information already has it, has other means of obtaining it, is a law enforcement or other official, has obtained a subpoena, or asserts any other justification for a disclosure or use which is not permitted by these regulations.

(c) *Acknowledging the presence of patients: Responding to requests.* (1) The presence of an identified patient in a facility or component of a facility which is publicly identified as a place where only alcohol or drug abuse diagnosis, treatment, or referral is provided may be acknowledged only if the patient's written consent is obtained in accordance with subpart C of these regulations or if an authorizing court order is entered in accordance with subpart E of these regulations. The regulations permit acknowledgement of the presence of an identified patient in a facility or part of a facility if the facility is not publicly identified as only an alcohol or drug abuse diagnosis, treatment or referral facility, and if the acknowledgement does not reveal that the patient is an alcohol or drug abuser.

(2) Any answer to a request for a disclosure of patient records which is not permissible under these regulations must be made in a way that will not affirmatively reveal that an identified individual has been, or is being diagnosed or treated for alcohol or drug abuse. An inquiring party may be given a copy of these regulations and advised that they restrict the disclosure of alcohol or drug abuse patient records, but may not be told affirmatively that the regulations restrict the disclosure of the records of an identified patient. The regulations do

not restrict a disclosure that an identified individual is not and never has been a patient.

§ 2.14 Minor patients.

(a) *Definition of minor.* As used in these regulations the term "minor" means a person who has not attained the age of majority specified in the applicable State law, or if no age of majority is specified in the applicable State law, the age of eighteen years.

(b) *State law not requiring parental consent to treatment.* If a minor patient acting alone has the legal capacity under the applicable State law to apply for and obtain alcohol or drug abuse treatment, any written consent for disclosure authorized under subpart C of these regulations may be given only by the minor patient. This restriction includes, but is not limited to, any disclosure of patient identifying information to the parent or guardian of a minor patient for the purpose of obtaining financial reimbursement. These regulations do not prohibit a program from refusing to provide treatment until the minor patient consents to the disclosure necessary to obtain reimbursement, but refusal to provide treatment may be prohibited under a State or local law requiring the program to furnish the service irrespective of ability to pay.

(c) *State law requiring parental consent to treatment.* (1) Where State law requires consent of a parent, guardian, or other person for a minor to obtain alcohol or drug abuse treatment, any written consent for disclosure authorized under subpart C of these regulations must be given by both the minor and his or her parent, guardian, or other person authorized under State law to act in the minor's behalf.

(2) Where State law requires parental consent to treatment the fact of a minor's application for treatment may be communicated to the minor's parent, guardian, or other person authorized under State law to act in the minor's behalf only if:

(i) The minor has given written consent to the disclosure in accordance with subpart C of these regulations or

(ii) The minor lacks the capacity to make a rational choice regarding such consent as judged by the program director under paragraph (d) of this section.

(d) *Minor applicant for services lacks capacity for rational choice.* Facts relevant to reducing a threat to the life or physical well being of the applicant or any other individual may be disclosed to the parent, guardian, or other person authorized under State law to act in the minor's behalf if the program director judges that:

(1) A minor applicant for services lacks capacity because of extreme youth or mental or physical condition to make a rational decision on whether to consent to

a disclosure under subpart C of these regulations to his or her parent, guardian, or other person authorized under State law to act in the minor's behalf, and

(2) The applicant's situation poses a substantial threat to the life or physical well being of the applicant or any other individual which may be reduced by communicating relevant facts to the minor's parent, guardian, or other person authorized under State law to act in the minor's behalf.

§ 2.15 Incompetent and deceased patients.

(a) *Incompetent patients other than minors* —(1) *Adjudication of incompetence.* In the case of a patient who has been adjudicated as lacking the capacity, for any reason other than insufficient age, to manage his or her own affairs, any consent which is required under these regulations may be given by the guardian or other person authorized under State law to act in the patient's behalf.

(2) *No adjudication of incompetency.* For any period for which the program director determines that a patient, other than a minor or one who has been adjudicated incompetent, suffers from a medical condition that prevents knowing or effective action on his or her own behalf, the program director may exercise the right of the patient to consent to a disclosure under subpart C of these regulations for the sole purpose of obtaining payment for services from a third party payer.

(b) *Deceased patients* —(1) *Vital statistics.* These regulations do not restrict the disclosure of patient identifying information relating to the cause of death of a patient under laws requiring the collection of death or other vital statistics or permitting inquiry into the cause of death.

(2) *Consent by personal representative.* Any other disclosure of information identifying a deceased patient as an alcohol or drug abuser is subject to these regulations. If a written consent to the disclosure is required, that consent may be given by an executor, administrator, or other personal representative appointed under applicable State law. If there is no such appointment the consent may be given by the patient's spouse or, if none, by any responsible member of the patient's family.

§ 2.16 Security for written records.

(a) Written records which are subject to these regulations must be maintained in a secure room, locked file cabinet, safe or other similar container when not in use; and

(b) Each program shall adopt in writing procedures which regulate and control access to and use of written records which are subject to these regulations.

§ 2.17 Undercover agents and informants.

(a) *Restrictions on placement.* Except as specifically authorized by a court order granted under §2.67 of these regulations, no program may knowingly employ, or enroll as a patient, any undercover agent or informant.

(b) *Restriction on use of information.* No information obtained by an undercover agent or informant, whether or not that undercover agent or informant is placed in a program pursuant to an authorizing court order, may be used to criminally investigate or prosecute any patient.

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987]

§ 2.18 Restrictions on the use of identification cards.

No person may require any patient to carry on his or her person while away from the program premises any card or other object which would identify the patient as an alcohol or drug abuser. This section does not prohibit a person from requiring patients to use or carry cards or other identification objects on the premises of a program.

§ 2.19 Disposition of records by discontinued programs.

(a) *General.* If a program discontinues operations or is taken over or acquired by another program, it must purge patient identifying information from its records or destroy the records unless—

(1) The patient who is the subject of the records gives written consent (meeting the requirements of §2.31) to a transfer of the records to the acquiring program or to any other program designated in the consent (the manner of obtaining this consent must minimize the likelihood of a disclosure of patient identifying information to a third party); or

(2) There is a legal requirement that the records be kept for a period specified by law which does not expire until after the discontinuation or acquisition of the program.

(b) *Procedure where retention period required by law.* If paragraph (a)(2) of this section applies, the records must be:

(1) Sealed in envelopes or other containers labeled as follows: "Records of [insert name of program] required to be maintained under [insert citation to statute, regulation, court order or other legal authority requiring that records be kept] until a date not later than [insert appropriate date]"; and

(2) Held under the restrictions of these regulations by a responsible person who must, as soon as practicable after the end of the retention period specified on the label, destroy the records.

§ 2.20 Relationship to State laws.

The statutes authorizing these regulations (42 U.S.C. 290ee–3 and 42 U.S.C. 290dd–3) do not preempt the field of law which they cover to the exclusion of all State laws in that field. If a disclosure permitted under these regulations is prohibited under State law, neither these regulations nor the authorizing statutes may be construed to authorize any violation of that State law. However, no State law may either authorize or compel any disclosure prohibited by these regulations.

§ 2.21 Relationship to Federal statutes protecting research subjects against compulsory disclosure of their identity

(a) *Research privilege description.* There may be concurrent coverage of patient identifying information by these regulations and by administrative action taken under: Section 303(a) of the Public Health Service Act (42 U.S.C. 242a(a) and the implementing regulations at 42 CFR part 2a); or section 502(c) of the Controlled Substances Act (21 U.S.C. 872(c) and the implementing regulations at 21 CFR 1316.21). These “research privilege” statutes confer on the Secretary of Health and Human Services and on the Attorney General, respectively, the power to authorize researchers conducting certain types of research to withhold from all persons not connected with the research the names and other identifying information concerning individuals who are the subjects of the research.

(b) *Effect of concurrent coverage.* These regulations restrict the disclosure and use of information about patients, while administrative action taken under the research privilege statutes and implementing regulations protects a person engaged in applicable research from being compelled to disclose any identifying characteristics of the individuals who are the subjects of that research. The issuance under subpart E of these regulations of a court order authorizing a disclosure of information about a patient does not affect an exercise of authority under these research privilege statutes. However, the research privilege granted under 21 CFR 291.505(g) to treatment programs using methadone for maintenance treatment does not protect from compulsory disclosure any information which is permitted to be disclosed under those regulations. Thus, if a court order entered in accordance with subpart E of these regulations authorizes a methadone maintenance treatment program to disclose certain information about its patients, that program may not invoke the research privilege under 21 CFR 291.505(g) as a defense to a subpoena for that information.

§ 2.22 Notice to patients of Federal confidentiality requirements.

(a) *Notice required.* At the time of admission or as soon thereafter as the patient is capable of rational communication, each program shall:

- (1) Communicate to the patient that Federal law and regulations protect the confidentiality of alcohol and drug abuse patient records; and
- (2) Give to the patient a summary in writing of the Federal law and regulations.

(b) *Required elements of written summary.* The written summary of the Federal law and regulations must include:

- (1) A general description of the limited circumstances under which a program may acknowledge that an individual is present at a facility or disclose outside the program information identifying a patient as an alcohol or drug abuser.
- (2) A statement that violation of the Federal law and regulations by a program is a crime and that suspected violations may be reported to appropriate authorities in accordance with these regulations.
- (3) A statement that information related to a patient's commission of a crime on the premises of the program or against personnel of the program is not protected.
- (4) A statement that reports of suspected child abuse and neglect made under State law to appropriate State or local authorities are not protected.
- (5) A citation to the Federal law and regulations.

(c) *Program options.* The program may devise its own notice or may use the sample notice in paragraph (d) to comply with the requirement to provide the patient with a summary in writing of the Federal law and regulations. In addition, the program may include in the written summary information concerning State law and any program policy not inconsistent with State and Federal law on the subject of confidentiality of alcohol and drug abuse patient records.

(d) *Sample notice.*

Confidentiality of Alcohol and Drug Abuse Patient Records

The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser
Unless:

(1) The patient consents in writing:

(2) The disclosure is allowed by a court order; or

(3) The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of the Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.

(See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 CFR part 2 for Federal regulations.)

(Approved by the Office of Management and Budget under control number 0930-0099)

§ 2.23 Patient access and restrictions on use.

(a) *Patient access not prohibited.* These regulations do not prohibit a program from giving a patient access to his or her own records, including the opportunity to inspect and copy any records that the program maintains about the patient. The program is not required to obtain a patient's written consent or other authorization under these regulations in order to provide such access to the patient.

(b) *Restriction on use of information.* Information obtained by patient access to his or her patient record is subject to the restriction on use of his information to initiate or substantiate any criminal charges against the patient or to conduct any criminal investigation of the patient as provided for under §2.12(d)(1).

Subpart C—Disclosures With Patient's Consent

§ 2.31 Form of written consent.

(a) *Required elements.* A written consent to a disclosure under these regulations must include:

(1) The specific name or general designation of the program or person permitted to make the disclosure.

(2) The name or title of the individual or the name of the organization to which disclosure is to be made.

(3) The name of the patient.

(4) The purpose of the disclosure.

(5) How much and what kind of information is to be disclosed.

(6) The signature of the patient and, when required for a patient who is a minor, the signature of a person authorized to give consent under §2.14; or, when required for a patient who is incompetent or deceased, the signature of a person authorized to sign under §2.15 in lieu of the patient.

(7) The date on which the consent is signed.

(8) A statement that the consent is subject to revocation at any time except to the extent that the program or person which is to make the disclosure has already acted in reliance on it. Acting in reliance includes the provision of treatment services in reliance on a valid consent to disclose information to a third party payer.

(9) The date, event, or condition upon which the consent will expire if not revoked before. This date, event, or condition must insure that the consent will last no longer than reasonably necessary to serve the purpose for which it is given.

(b) *Sample consent form.* The following form complies with paragraph (a) of this section, but other elements may be added.

1. I (name of patient) ☐ Request ☐ Authorize:

2. (name or general designation of program which is to make the disclosure)

3. To disclose: (kind and amount of information to be disclosed)

4. To: (name or title of the person or organization to which disclosure is to be made)

5. For (purpose of the disclosure)

6. Date (on which this consent is signed)

7. Signature of patient

8. Signature of parent or guardian (where required)

9. Signature of person authorized to sign in lieu of the patient (where required)

10. This consent is subject to revocation at any time except to the extent that the program which is to make the disclosure has already taken action in reliance on it. If not previously revoked, this consent will terminate upon: (specific date, event, or condition)

(c) *Expired, deficient, or false consent.* A disclosure may not be made on the basis of a consent which:

(1) Has expired;

(2) On its face substantially fails to conform to any of the requirements set forth in paragraph (a) of this section;

(3) Is known to have been revoked; or

(4) Is known, or through a reasonable effort could be known, by the person holding the records to be materially false.

(Approved by the Office of Management and Budget under control number 0930–0099)

§ 2.32 Prohibition on redisclosure.

Notice to accompany disclosure. Each disclosure made with the patient's written consent must be accompanied by the following written statement:

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

[52 FR 21809, June 9, 1987; 52 FR 41997, Nov. 2, 1987]

§ 2.33 Disclosures permitted with written consent.

If a patient consents to a disclosure of his or her records under §2.31, a program may disclose those records in accordance with that consent to any individual or organization named in the consent, except that disclosures to central registries and in connection with criminal justice referrals must meet the requirements of §§2.34 and 2.35, respectively.

§ 2.34 Disclosures to prevent multiple enrollments in detoxification and maintenance treatment programs

(a) *Definitions.* For purposes of this section:

Central registry means an organization which obtains from two or more member programs patient identifying information about individuals applying for maintenance treatment or detoxification treatment for the purpose of avoiding an individual's concurrent enrollment in more than one program.

Detoxification treatment means the dispensing of a narcotic drug in decreasing doses to an individual in order to reduce or eliminate adverse physiological or psychological effects incident to withdrawal from the sustained use of a narcotic drug.

Maintenance treatment means the dispensing of a narcotic drug in the treatment of an individual for dependence upon heroin or other morphine-like drugs.

Member program means a detoxification treatment or maintenance treatment program which reports patient identifying information to a central registry and which is in the same State as that central registry or is not more than 125 miles from any border of the State in which the central registry is located.

(b) *Restrictions on disclosure.* A program may disclose patient records to a central registry or to any detoxification or maintenance treatment program not more than 200 miles away for the purpose of preventing the multiple enrollment of a patient only if:

(1) The disclosure is made when:

- (i) The patient is accepted for treatment;
- (ii) The type or dosage of the drug is changed; or
- (iii) The treatment is interrupted, resumed or terminated.

(2) The disclosure is limited to:

- (i) Patient identifying information;
- (ii) Type and dosage of the drug; and
- (iii) Relevant dates.

(3) The disclosure is made with the patient's written consent meeting the requirements of §2.31, except that:

(i) The consent must list the name and address of each central registry and each known detoxification or maintenance treatment program to which a disclosure will be made; and

(ii) The consent may authorize a disclosure to any detoxification or maintenance treatment program established within 200 miles of the program after the consent is given without naming any such program.

(c) *Use of information limited to prevention of multiple enrollments.* A central registry and any detoxification or maintenance treatment program to which information is disclosed to prevent multiple enrollments may not redisclose or use patient identifying information for any purpose other than the prevention of multiple enrollments unless authorized by a court order under subpart E of these regulations.

(d) *Permitted disclosure by a central registry to prevent a multiple enrollment.* When a member program asks a central registry if an identified patient is enrolled in another member program and the registry determines that the patient is so enrolled, the registry may disclose—

(1) The name, address, and telephone number of the member program(s) in which the patient is already enrolled to the inquiring member program; and

(2) The name, address, and telephone number of the inquiring member program to the member program(s) in which the patient is already enrolled. The member programs may communicate as necessary to verify that no error has been made and to prevent or eliminate any multiple enrollment.

(e) *Permitted disclosure by a detoxification or maintenance treatment program to prevent a multiple enrollment.* A detoxification or maintenance treatment program which has received a disclosure under this section and has determined that the patient is already enrolled may communicate as necessary with the program making the disclosure to verify that no error has been made and to prevent or eliminate any multiple enrollment.

§ 2.35 Disclosures to elements of the criminal justice system which have referred patients.

(a) A program may disclose information about a patient to those persons within the criminal justice system which have made participation in the program a condition of the disposition of any criminal proceedings against the patient or of the patient's parole or other release from custody if:

(1) The disclosure is made only to those individuals within the criminal justice system who have a need for the information in connection with their duty to monitor the patient's progress (e.g., a prosecuting attorney who is withholding charges against the patient, a court granting pretrial or post trial release, probation or parole officers responsible for supervision of the patient); and

(2) The patient has signed a written consent meeting the requirements of §2.31 (except paragraph (a)(8) which is inconsistent with the revocation provisions of paragraph (c) of this section) and the requirements of paragraphs (b) and (c) of this section.

(b) *Duration of consent.* The written consent must state the period during which it remains in effect. This period must be reasonable, taking into account:

(1) The anticipated length of the treatment;

(2) The type of criminal proceeding involved, the need for the information in connection with the final disposition of that proceeding, and when the final disposition will occur; and

(3) Such other factors as the program, the patient, and the person(s) who will receive the disclosure consider pertinent.

(c) *Revocation of consent.* The written consent must state that it is revocable upon the passage of a specified amount of time or the occurrence of a specified, ascertainable event. The time or occurrence upon which consent becomes revocable may be no later than the final disposition of the conditional release or other action in connection with which consent was given.

(d) *Restrictions on redisclosure and use.* A person who receives patient information under this section may redisclose and use it only to carry out that

person's official duties with regard to the patient's conditional release or other action in connection with which the consent was given.

Subpart D—Disclosures Without Patient Consent

§ 2.51 Medical emergencies.

(a) *General Rule.* Under the procedures required by paragraph (c) of this section, patient identifying information may be disclosed to medical personnel who have a need for information about a patient for the purpose of treating a condition which poses an immediate threat to the health of any individual and which requires immediate medical intervention.

(b) *Special Rule.* Patient identifying information may be disclosed to medical personnel of the Food and Drug Administration (FDA) who assert a reason to believe that the health of any individual may be threatened by an error in the manufacture, labeling, or sale of a product under FDA jurisdiction, and that the information will be used for the exclusive purpose of notifying patients or their physicians of potential dangers.

(c) *Procedures.* Immediately following disclosure, the program shall document the disclosure in the patient's records, setting forth in writing:

- (1) The name of the medical personnel to whom disclosure was made and their affiliation with any health care facility;
- (2) The name of the individual making the disclosure;
- (3) The date and time of the disclosure; and
- (4) The nature of the emergency (or error, if the report was to FDA).

(Approved by the Office of Management and Budget under control number 0930–0099)

§ 2.52 Research activities

(a) Patient identifying information may be disclosed for the purpose of conducting scientific research if the program director makes a determination that the recipient of the patient identifying information:

- (1) Is qualified to conduct the research;
- (2) Has a research protocol under which the patient identifying information:

(i) Will be maintained in accordance with the security requirements of §2.16 of these regulations (or more stringent requirements); and

(ii) Will not be redisclosed except as permitted under paragraph (b) of this section; and

(3) Has provided a satisfactory written statement that a group of three or more individuals who are independent of the research project has reviewed the protocol and determined that:

(i) The rights and welfare of patients will be adequately protected; and

(ii) The risks in disclosing patient identifying information are outweighed by the potential benefits of the research.

(b) A person conducting research may disclose patient identifying information obtained under paragraph (a) of this section only back to the program from which that information was obtained and may not identify any individual patient in any report of that research or otherwise disclose patient identities.

[52 FR 21809, June 9, 1987, as amended at 52 FR 41997, Nov. 2, 1987]

§ 2.53 Audit and evaluation activities

(a) *Records not copied or removed.* If patient records are not copied or removed, patient identifying information may be disclosed in the course of a review of records on program premises to any person who agrees in writing to comply with the limitations on redisclosure and use in paragraph (d) of this section and who:

(1) Performs the audit or evaluation activity on behalf of:

(i) Any Federal, State, or local governmental agency which provides financial assistance to the program or is authorized by law to regulate its activities; or

(ii) Any private person which provides financial assistance to the program, which is a third party payer covering patients in the program, or which is a quality improvement organization performing a utilization or quality control review; or

(2) Is determined by the program director to be qualified to conduct the audit or evaluation activities.

(b) *Copying or removal of records.* Records containing patient identifying information may be copied or removed from program premises by any person who:

(1) Agrees in writing to:

- (i) Maintain the patient identifying information in accordance with the security requirements provided in §2.16 of these regulations (or more stringent requirements);
- (ii) Destroy all the patient identifying information upon completion of the audit or evaluation; and
- (iii) Comply with the limitations on disclosure and use in paragraph (d) of this section; and

(2) Performs the audit or evaluation activity on behalf of:

- (i) Any Federal, State, or local governmental agency which provides financial assistance to the program or is authorized by law to regulate its activities; or
- (ii) Any private person which provides financial assistance to the program, which is a third part payer covering patients in the program, or which is a quality improvement organization performing a utilization or quality control review.

(c) *Medicare or Medicaid audit or evaluation.* (1) For purposes of Medicare or Medicaid audit or evaluation under this section, audit or evaluation includes a civil or administrative investigation of the program by any Federal, State, or local agency responsible for oversight of the Medicare or Medicaid program and includes administrative enforcement, against the program by the agency, of any remedy authorized by law to be imposed as a result of the findings of the investigation.

(2) Consistent with the definition of program in §2.11, program includes an employee of, or provider of medical services under, the program when the employee or provider is the subject of a civil investigation or administrative remedy, as those terms are used in paragraph (c)(1) of this section.

(3) If a disclosure to a person is authorized under this section for a Medicare or Medicaid audit or evaluation, including a civil investigation or administrative remedy, as those terms are used in paragraph (c)(1) of this section, then a quality improvement organization which obtains the information under paragraph (a) or (b) may disclose the information to that person but only for purposes of Medicare or Medicaid audit or evaluation.

(4) The provisions of this paragraph do not authorize the agency, the program, or any other person to disclose or use patient identifying information obtained during the audit or evaluation for any purposes other than those necessary to complete the Medicare or Medicaid audit or evaluation activity as specified in this paragraph.

(d) *Limitations on disclosure and use.* Except as provided in paragraph (c) of this section, patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by a court order entered under §2.66 of these regulations.

Subpart E—Court Orders Authorizing Disclosure and Use

§ 2.61 Legal effect of order

(a) *Effect.* An order of a court of competent jurisdiction entered under this subpart is a unique kind of court order. Its only purpose is to authorize a disclosure or use of patient information which would otherwise be prohibited by 42 U.S.C. 290ee–3, 42 U.S.C. 290dd–3 and these regulations. Such an order does not compel disclosure. A subpoena or a similar legal mandate must be issued in order to compel disclosure. This mandate may be entered at the same time as and accompany an authorizing court order entered under these regulations.

(b) *Examples.* (1) A person holding records subject to these regulations receives a subpoena for those records: a response to the subpoena is not permitted under the regulations unless an authorizing court order is entered. The person may not disclose the records in response to the subpoena unless a court of competent jurisdiction enters an authorizing order under these regulations.

(2) An authorizing court order is entered under these regulations, but the person authorized does not want to make the disclosure. If there is no subpoena or other compulsory process or a subpoena for the records has expired or been quashed, that person may refuse to make the disclosure. Upon the entry of a valid subpoena or other compulsory process the person authorized to disclose must disclose, unless there is a valid legal defense to the process other than the confidentiality restrictions of these regulations.

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987]

§ 2.62 Order not applicable to records disclosed without consent to researchers, auditors and evaluators.

A court order under these regulations may not authorize qualified personnel, who have received patient identifying information without consent for the purpose of conducting research, audit or evaluation, to disclose that information or use it to conduct any criminal investigation or prosecution of a patient. However, a court order under §2.66 may authorize disclosure and use of records to investigate or prosecute qualified personnel holding the records.

§ 2.63 Confidential communications.

(a) A court order under these regulations may authorize disclosure of confidential communications made by a patient to a program in the course of diagnosis, treatment, or referral for treatment only if:

(1) The disclosure is necessary to protect against an existing threat to life or of serious bodily injury, including circumstances which constitute suspected child abuse and neglect and verbal threats against third parties;

(2) The disclosure is necessary in connection with investigation or prosecution of an extremely serious crime, such as one which directly threatens loss of life or serious bodily injury, including homicide, rape, kidnapping, armed robbery, assault with a deadly weapon, or child abuse and neglect; or

(3) The disclosure is in connection with litigation or an administrative proceeding in which the patient offers testimony or other evidence pertaining to the content of the confidential communications.

(b) [Reserved]

§ 2.64 Procedures and criteria for orders authorizing disclosures for noncriminal purposes

(a) *Application.* An order authorizing the disclosure of patient records for purposes other than criminal investigation or prosecution may be applied for by any person having a legally recognized interest in the disclosure which is sought. The application may be filed separately or as part of a pending civil action in which it appears that the patient records are needed to provide evidence. An application must use a fictitious name, such as John Doe, to refer to any patient and may not contain or otherwise disclose any patient identifying information unless the patient is the applicant or has given a written consent (meeting the requirements of these regulations) to disclosure or the court has ordered the record of the proceeding sealed from public scrutiny.

(b) *Notice.* The patient and the person holding the records from whom disclosure is sought must be given:

(1) Adequate notice in a manner which will not disclose patient identifying information to other persons; and

(2) An opportunity to file a written response to the application, or to appear in person, for the limited purpose of providing evidence on the statutory and regulatory criteria for the issuance of the court order.

(c) *Review of evidence: Conduct of hearing.* Any oral argument, review of evidence, or hearing on the application must be held in the judge's chambers or in some manner which ensures that patient identifying information is not disclosed to anyone other than a party to the proceeding, the patient, or the person holding the record, unless the patient requests an open hearing in a manner which meets the written consent requirements of these regulations. The proceeding may include an examination by the judge of the patient records referred to in the application.

(d) *Criteria for entry of order.* An order under this section may be entered only if the court determines that good cause exists. To make this determination the court must find that:

(1) Other ways of obtaining the information are not available or would not be effective; and

(2) The public interest and need for the disclosure outweigh the potential injury to the patient, the physician-patient relationship and the treatment services.

(e) *Content of order.* An order authorizing a disclosure must:

(1) Limit disclosure to those parts of the patient's record which are essential to fulfill the objective of the order;

(2) Limit disclosure to those persons whose need for information is the basis for the order; and

(3) Include such other measures as are necessary to limit disclosure for the protection of the patient, the physician-patient relationship and the treatment services; for example, sealing from public scrutiny the record of any proceeding for which disclosure of a patient's record has been ordered.

§ 2.65 Procedures and criteria for orders authorizing disclosure and use of records to criminally investigate or prosecute patients.

(a) *Application.* An order authorizing the disclosure or use of patient records to criminally investigate or prosecute a patient may be applied for by the person holding the records or by any person conducting investigative or prosecutorial activities with respect to the enforcement of criminal laws. The application may be filed separately, as part of an application for a subpoena or other compulsory process, or in a pending criminal action. An application must use a fictitious name such as John Doe, to refer to any patient and may not contain or otherwise disclose patient identifying information unless the court has ordered the record of the proceeding sealed from public scrutiny.

(b) *Notice and hearing.* Unless an order under §2.66 is sought with an order under this section, the person holding the records must be given:

(1) Adequate notice (in a manner which will not disclose patient identifying information to third parties) of an application by a person performing a law enforcement function;

(2) An opportunity to appear and be heard for the limited purpose of providing evidence on the statutory and regulatory criteria for the issuance of the court order; and

(3) An opportunity to be represented by counsel independent of counsel for an applicant who is a person performing a law enforcement function.

(c) *Review of evidence: Conduct of hearings.* Any oral argument, review of evidence, or hearing on the application shall be held in the judge's chambers or in some other manner which ensures that patient identifying information is not disclosed to anyone other than a party to the proceedings, the patient, or the person holding the records. The proceeding may include an examination by the judge of the patient records referred to in the application.

(d) *Criteria.* A court may authorize the disclosure and use of patient records for the purpose of conducting a criminal investigation or prosecution of a patient only if the court finds that all of the following criteria are met:

(1) The crime involved is extremely serious, such as one which causes or directly threatens loss of life or serious bodily injury including homicide, rape, kidnapping, armed robbery, assault with a deadly weapon, and child abuse and neglect.

(2) There is a reasonable likelihood that the records will disclose information of substantial value in the investigation or prosecution.

(3) Other ways of obtaining the information are not available or would not be effective.

(4) The potential injury to the patient, to the physician-patient relationship and to the ability of the program to provide services to other patients is outweighed by the public interest and the need for the disclosure.

(5) If the applicant is a person performing a law enforcement function that:

(i) The person holding the records has been afforded the opportunity to be represented by independent counsel; and

(ii) Any person holding the records which is an entity within Federal, State, or local government has in fact been represented by counsel independent of the applicant.

(e) *Content of order.* Any order authorizing a disclosure or use of patient records under this section must:

(1) Limit disclosure and use to those parts of the patient's record which are essential to fulfill the objective of the order;

(2) Limit disclosure to those law enforcement and prosecutorial officials who are responsible for, or are conducting, the investigation or prosecution, and limit their use of the records to investigation and prosecution of extremely serious crime or suspected crime specified in the application; and

(3) Include such other measures as are necessary to limit disclosure and use to the fulfillment of only that public interest and need found by the court.

[52 FR 21809, June 9, 1987; 52 FR 42061, Nov. 2, 1987]

§ 2.66 Procedures and criteria for orders authorizing disclosure and use of records to investigate or prosecute a program or the person holding the records.

(a) *Application.* (1) An order authorizing the disclosure or use of patient records to criminally or administratively investigate or prosecute a program or the person holding the records (or employees or agents of that program or person) may be applied for by any administrative, regulatory, supervisory, investigative, law enforcement, or prosecutorial agency having jurisdiction over the program's or person's activities.

(2) The application may be filed separately or as part of a pending civil or criminal action against a program or the person holding the records (or agents or employees of the program or person) in which it appears that the patient records are needed to provide material evidence. The application must use a fictitious name, such as John Doe, to refer to any patient and may not contain or otherwise disclose any patient identifying information unless the court has ordered the record of the proceeding sealed from public scrutiny or the patient has given a written consent (meeting the requirements of §2.31 of these regulations) to that disclosure.

(b) *Notice not required.* An application under this section may, in the discretion of the court, be granted without notice. Although no express notice is required to the program, to the person holding the records, or to any patient whose records are to be disclosed, upon implementation of an order so granted any of the above persons must be afforded an opportunity to seek revocation or amendment of

that order, limited to the presentation of evidence on the statutory and regulatory criteria for the issuance of the court order.

(c) *Requirements for order.* An order under this section must be entered in accordance with, and comply with the requirements of, paragraphs (d) and (e) of §2.64 of these regulations.

(d) *Limitations on disclosure and use of patient identifying information:* (1) An order entered under this section must require the deletion of patient identifying information from any documents made available to the public.

(2) No information obtained under this section may be used to conduct any investigation or prosecution of a patient, or be used as the basis for an application for an order under §2.65 of these regulations.

§ 2.67 Orders authorizing the use of undercover agents and informants to criminally investigate employees or agents of a program.

(a) *Application.* A court order authorizing the placement of an undercover agent or informant in a program as an employee or patient may be applied for by any law enforcement or prosecutorial agency which has reason to believe that employees or agents of the program are engaged in criminal misconduct.

(b) *Notice.* The program director must be given adequate notice of the application and an opportunity to appear and be heard (for the limited purpose of providing evidence on the statutory and regulatory criteria for the issuance of the court order), unless the application asserts a belief that:

(1) The program director is involved in the criminal activities to be investigated by the undercover agent or informant; or

(2) The program director will intentionally or unintentionally disclose the proposed placement of an undercover agent or informant to the employees or agents who are suspected of criminal activities.

(c) *Criteria.* An order under this section may be entered only if the court determines that good cause exists. To make this determination the court must find:

(1) There is reason to believe that an employee or agent of the program is engaged in criminal activity;

(2) Other ways of obtaining evidence of this criminal activity are not available or would not be effective; and

(3) The public interest and need for the placement of an undercover agent or informant in the program outweigh the potential injury to patients of the program, physician-patient relationships and the treatment services.

(d) *Content of order.* An order authorizing the placement of an undercover agent or informant in a program must:

(1) Specifically authorize the placement of an undercover agent or an informant;

(2) Limit the total period of the placement to six months;

(3) Prohibit the undercover agent or informant from disclosing any patient identifying information obtained from the placement except as necessary to criminally investigate or prosecute employees or agents of the program; and

(4) Include any other measures which are appropriate to limit any potential disruption of the program by the placement and any potential for a real or apparent breach of patient confidentiality; for example, sealing from public scrutiny the record of any proceeding for which disclosure of a patient's record has been ordered.

(e) *Limitation on use of information.* No information obtained by an undercover agent or informant placed under this section may be used to criminally investigate or prosecute any patient or as the basis for an application for an order under §2.65 of these regulations.



Attachment 2
Mendocino County BHRS
Services Contract Claim Form

Submit Invoice to:	Mendocino County – BHRS Attn: Jenine Miller 1120 S. Dora Street Ukiah California	Contractor:	Name Attn: Contact Address City, State, Zip
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Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

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



Mendocino County Board of Supervisors Agenda Summary

Item #: 3t)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: April 22, 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 First Amendment to BOS Agreement No. 24-120 with Mendocino Coast Hospitality Center in the Amount of \$10,571 for a New Total of \$63,430, to Provide Direct Services and Supportive Care Management Services to Residents with Severe Mental Illness in the Homeless Shelter and Transitional Housing Apartments in Fort Bragg, Effective July 1, 2024, through June 30, 2025

Recommended Action/Motion:

Approve first amendment to BOS Agreement No. 24-120 with Mendocino Coast Hospitality Center in the amount of \$10,571 for a new total of \$63,430, to provide direct services and supportive care management services to residents with severe mental illness in the homeless shelter and transitional housing apartments in Fort Bragg, 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 maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ongoing Agreement, most recent action on July 9, 2024, File #24-0712, approval of Agreement No. BOS-24-120.

Summary of Request:

Mendocino County Hospitality Center (MCHC) is an identified contracted provider of services under the Mental Health Block Grant (MHBG). MCHC offers case work, care management, outreach, access to services, and treatment for adults with Serious Mental Illness who are experiencing homelessness, have a dual diagnosis, and are residents of the Homeless Shelter and Transitional Housing Apartments.

Through the proposed Agreement with MCHC, MHBG funds will be utilized for serving numerous clients within the MCHC Café Vocational and Support Program, including program supplies, insurance, utilities, and staffing costs. MCHC will provide these direct services and supportive care management services in order to maintain housing for up to 33 clients per year. These services will be offered in a variety of locations where those experiencing homelessness access other services, such as the shelter, resource center, and transitional housing. Due to unforeseeable circumstances such as re-routing this Agreement during processing, this retroactive Agreement was not anticipated due to receiving State funding amounts at a later time and updating the total amount during processing. Behavioral Health and Recovery Services (BHRS) began to process this Amendment and is before the Board of Supervisors with a retroactive start date of July 1, 2024.

Item #: 3t)

The proposed amendment to Agreement No. BOS-24-120 will allow to MCHC to continue to provide direct services and supportive care management services to residents with severe mental illness in the homeless shelter and transitional housing apartments in Fort Bragg. 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: \$63,430

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: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 24-120-A1



AMENDMENT #1

Original Agreement No.	BOS-24-120
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-120**

This Amendment to Agreement No. BOS-24-120 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MENDOCINO COAST HOSPITALITY CENTER**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-120 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 \$10,571 from \$52,859 to \$63,430;

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to reflect the amount increase.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$10,571 from \$52,859 to \$63,430.
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: [Signature]
Jenine Miller, Psy.D.,
Director of Health Services

Date: 3/27/25

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2189
Org/Object Code: MHAS92
Grant: Yes
Grant No.: 93.958

COUNTY OF MENDOCINO

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

Date: 04/22/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 04/22/2025

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 04/22/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 03/25/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
Paul Davis, Executive Director

Date: 3/25/25

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Coast Hospitality Center
101 N. Franklin Street
Fort Bragg, CA 95437
707-961-0172 x1100
paul@mendocinochc.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: [Signature]
COUNTY COUNSEL

Date: 03/25/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 03/25/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ RFP# 010-024
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 1. Payments for this Agreement are contingent on 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 2024-25.
 2. 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 reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability therefore.
 3. In the event that funds provided under this Agreement are expended prior to the end of the Agreement period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the Agreement period without further payment from COUNTY.
 4. 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 1).
 5. 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.
 - a. CONTRACTOR shall document all time spent on Mental Health Block Grant (MHBG) specific services or functions, which will be reflected on a timesheet.
 6. 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 approved form 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 2024-25.
 7. 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 that no further payments are due or outstanding.

8. 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.

9. CONTRACTOR will submit itemized invoices to:

Behavioral Health & Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

10. Budget

a. Staffing

Executive Director (FTE 0.190)	\$16,840
Vocational and Employment Training Staff (FTE 0.686)	\$43,760
Sub Total Staffing	\$60,600

b. Other Expenses

Liability Insurance	\$780
Utilities, Internet, Phone	\$960
Operating Supplies	\$900
Travel – Per Diem, Mileage & Vehicle Rental/Lease up to 100 miles/month @0.67/Mile	Up to \$190
Sub Total Other Expenses	\$2,830

Annual Total	\$63,430
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II. The compensation payable to CONTRACTOR hereunder shall not exceed Sixty-Three Thousand Four Hundred Thirty Dollars (\$63,430) for the term of this Agreement.

[END OF PAYMENT TERMS]



Mendocino County Board of Supervisors Agenda Summary

Item #: 3u)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: April 22, 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 First Amendment to BOS Agreement No. 24-170 with Mendocino County Youth Project to Increase the Amount by \$200,000 for a New Total of \$766,882 to Provide Specialty Mental Health Services to Eligible Medi-Cal Beneficiaries of Mendocino County, Effective October 1, 2024, through June 30, 2025

Recommended Action/Motion:

Approve first amendment to BOS Agreement No. 24-170 with Mendocino County Youth Project to increase the amount by \$200,000 for a new total of \$766,882 to provide specialty mental health services to eligible Medi-Cal beneficiaries of Mendocino County, effective October 1, 2024, through June 30, 2025; authorize the Director of Health Services or designee to sign any future amendments to the agreement that do not affect the annual maximum amount; and authorize Chair to sign the same.

Previous Board/Board Committee Actions:

On September 24, 2024, the Board of Supervisors approved the Agreement No. 24-170 with Mendocino County Youth Project in the amount of \$566,882.

Summary of Request:

The Request for Proposal (RFP) committee for RFP #010-24 Specialty Mental Health Service Providers consisted of reviewers from Behavioral Health, Probation, Sheriffs, and Social Services.

The contract with Mendocino County Youth Project is for provide specialty mental health services (SMHS) to Mendocino County youth (0-17) and transitional age youth (18-24) residents in Ukiah, Willits, and Fort Bragg within the schools, community, and office. The services to be provided include assessment, plan development, collateral, therapy, rehabilitation, targeted case management, and intensive care coordination. MCYP will serve up to 250 youth (0-17) and up to 100 transitional age youth (18-24) beneficiaries under the SMHS. MCYP has been providing specialty mental health services for beneficiaries for several years.

Mendocino County Youth Project would be providing Specialty Mental Health Services as defined in this contract and pursuant to Medicaid laws, and regulations, including the 1915(b) Waiver, the County of Mendocino State MHP Agreement, and BHRS policies and procedures. SMHS are provided to residents of Mendocino County who meet medical necessity and access criteria and have Medi-Cal or are indigent.

This amendment will increase the total amount allotted for Specialty Mental Health Services to cover the services provided under this agreement.

Item #: 3u)

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: Realignment, Medi-Cal, MHSA

current f/y cost: \$756,882

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: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 24-170-A1



AMENDMENT #1

Original Agreement	BOS-24-170
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-170**

This Amendment to Agreement No. BOS-24-170 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MENDOCINO COUNTY YOUTH PROJECT**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-170 was entered into on October 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 \$200,000 from \$566,882 to \$766,882; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Specialty Mental Health billing line item and total in the Exhibit B-1, Payment Information – SMHS.


NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$200,000 from \$566,882 to \$766,882.
2. The Exhibit B-1, Payment Information - SMHS, set out in the Initial Agreement is hereby altered and a new Exhibit B-1 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: 
Jerine Miller, Psy.D.
Director of Health Services

Date: 3/27/25

Budgeted: Yes
Budget Unit: 4050, 4051
Line Item: 86-3164, 86-2189
Org/Object Code: MH, MAPEI, MACSS
Grant: No
Grant No.: N/A


COUNTY OF MENDOCINO

By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025

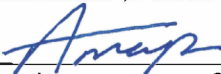
ATTEST:

DARCIE ANTLE, Clerk of said Board


By: 
Deputy 04/22/2025

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

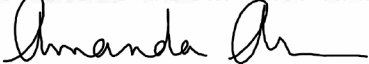
By: 
Deputy 04/22/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 03/21/2025

CONTRACTOR/COMPANY NAME

By: 
Amanda Archer, Executive Director

Date: 3/25/2025

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Youth Project
776 South State Street
Ukiah, CA 95482
707-463-4915

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

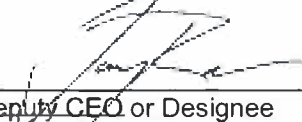
COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 03/21/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 03/21/2025

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

Exception to Bid Process Required/Completed ☐ RFP-010-24

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

Exhibit B-1

PAYMENT INFORMATION - SMHS

- I. COUNTY shall reimburse CONTRACTOR for Specialty Mental Health Services (SMHS) provided to eligible Short-Doyle/Medi-Cal beneficiaries as defined in the Definition of Services, Exhibit A-1, as per the following instructions:
- A. CONTRACTOR shall provide SMHS as directed by the Behavioral Health and Recovery Services (BHRS) Director, as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California.
- B. COUNTY shall reimburse CONTRACTOR for SMHS, provided to Short-Doyle/Medi-Cal clients as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California, not to exceed Seven Hundred Forty One Thousand Eight Hundred Eighty Two Dollars (\$741,882) for the term of this Agreement as follows:

Specialty Mental Health Billing:	\$726,882
FSP Billing Match/FFP	\$15,000
Total:	\$741,882

1. All FSP funds must be invoiced separately from other SMH claims, funds must be spent on clients who are fully enrolled in the county's FSP program, with all necessary documentation.
2. SMHS for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within thirty (30) days of receipt of complete and accurate claims invoice/files.
3. Billing for services shall be completed as per instructions in the Department of Health Care Services, Mental Health Services Division Medi-Cal Billing Manual, and the Mendocino COUNTY Mental Health Policy and Procedure, "Claims Processing and Payment to contract provider under the Mental Health Medi-Cal Managed Care Plan".
4. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims, where payment has been denied, or disallowed by State or Federal authorities. Should such denials or disallowances occur, COUNTY may, at their discretion, deduct the value of the disallowances from future payments to CONTRACTOR.

5. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims for clients with other coverage where CONTRACTOR has not billed for reimbursement or denial of benefits in accordance with coordination of coverage requirements. Coordination of Benefits (COB) information shall be provided at the time of submission or the claim will be denied. Per California Welfare and Institutions Code section §14124.795, all other forms of coverage must pay their portion of a claim before Medi-Cal pays its portion. Medi-Cal is always the payer of last resort.
 6. Services provided to clients eligible for benefits under both Medicare (Federal) and Medi-Cal (State of California) plans must be billed and adjudicated by Medicare before the claim can be submitted to BHRS. Claims for reimbursement of Medicare-eligible services performed by Medicare-certified providers in a Medicare-certified facility must be submitted to Medicare before being submitted to Medi-Cal. Medicare COB information shall be provided to BHRS at the time of submission or the claim will be denied. The following SMHS do not require Medicare COB as specified in Information Notices 09-09 and 10-11: 11017 Targeted Case Management, H2011 Crisis Intervention, H2013 Psychiatric Health Facility, H0018 Crisis Residential Treatment Services, H0019 Adult Residential Treatment Services, S9484 Crisis Stabilization, H2012 Day Treatment Intensive / Day Rehabilitation, H2019 Therapeutic Behavioral Services, 0101 Administrative Day Services.
 7. Some clients may have what is known as Medi-Cal Share of Cost (SOC). The SOC is similar to a deductible based on the fact that the client must meet a specified dollar amount for medical expenses before the COUNTY will pay claims for services provided over and above the amount of the SOC in that month. The SOC is usually determined by the COUNTY Department of Social Services and is based upon the client or family income.
- C. Claims submitted by CONTRACTOR in excess of one hundred fifty (150) days from date of service must be accompanied with justification (i.e. explanation of benefits) for the late submission, or services may be denied. Late claims will be reviewed with the Behavioral Health Director and Behavioral Health Fiscal Manager for approval regarding late submission. COUNTY is aware that some services may require a late submission. If CONTRACTOR and Behavioral Health Fiscal Manager are unable to come to an agreement regarding late submission, the Behavioral Health Director shall make the final determination as to whether payment is to be remitted to

CONTRACTOR. If late submission is not approved, CONTRACTOR shall not be reimbursed for the services.

- D. All invoices must be received no later than December 15, 2025, invoices received after that date shall not be accepted.
- E. All services that do not meet medical necessity and are not sufficient to achieve the purpose for which the services are furnished, shall be disallowed. COUNTY shall be reimbursed by CONTRACTOR for the total claimed amount of all services disallowed (by State and/or COUNTY) audit and/or review, within thirty (30) days of the notice of disallowance.
- F. Payment may be requested for the services identified in this Agreement based on documented medical and access criteria and as authorized by COUNTY.
- G. Each service invoiced to COUNTY must have appropriate signed and dated progress notes entered into the Electronic Health Record (EHR) describing the intervention provided.
- H. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Contract, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse. As a condition for receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of Title 42 of the Code Federal Regulations, sections §§ 438.604, 438.606 and 438.608, and 438.610. (Title 42 of the Code of Federal Regulations, section § 438.600(b)).
- I. CONTRACTOR will not be reimbursed for unauthorized services. COUNTY will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to the Mendocino COUNTY Code. If COUNTY of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new COUNTY of beneficiary.
- J. CONTRACTOR is responsible for:
 - a. Billing other health coverage;
 - b. Collecting SOC amounts; and
 - c. Collecting Uniform Method of Determining Ability to Pay (UMDAP) amounts.

- K. If a client disputes the SOC amount and/or UMDAP amount billed to them, but it is then determined the client does owe the SOC and/or UMDAP amount, a Notice of Adverse Benefit Determinations (NOABD) Denial of a Request to Dispute a Financial Liability (Financial Liability Notice) shall be sent to the client within two (2) business days of the determination.
- L. Rate setting and payment shall be consistent with federal and state statutes and regulations, as they may be amended from time to time. Please see Attachment 1 for current rates.
- M. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, access criteria, and claim submissions consistent with State and Federal requirements.
- N. CONTRACTOR shall submit a weekly invoice summary that corresponds to the appropriate Electronic Data Interchange (EDI) billing detail in the EHR within seven (7) days of the EDI billing drop, accompanied by any documents requested by COUNTY.
- O. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in EDI billing are entered no later than thirty (30) days after the end of the month during which services were rendered (i.e. EDI billing for services rendered in May would be due by June 30). Claims for services submitted by CONTRACTOR in excess of this timeframe shall be reviewed for justification regarding late submission.
- P. CONTRACTOR will cooperate with COUNTY process for submitting the unit of service data for Medi-Cal billing in the required timeline. A signed paid certification of claim shall be submitted at time payment is received.
- Q. COUNTY shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.
- R. CONTRACTOR shall submit to COUNTY an annual report of overpayment recoveries in a manner and format determined by COUNTY of Mendocino MHP Agreement.
- S. Cost Report shall be completed by CONTRACTOR and submitted to COUNTY by October 1, 2024. Initial Cost Reports shall include all services delivered in FY –2024-2025. CONTRACTOR shall maintain all Cost Report documentation and evidence for a minimum of ten (10) years after the COUNTY final Cost Report settlement with Department of Health Care Services. Payment shall be required by either COUNTY or CONTRACTOR

within sixty (60) days of settlement or as otherwise mutually agreed, after final Cost Report settlement with Department of Health Care Services.

- T. CONTRACTOR will provide an annual budget and submit required financial information to COUNTY monthly. CONTRACTOR shall submit a monthly Expenditure Report to the COUNTY each month.
- U. CONTRACTOR must comply with all policies, procedures, letters, and notices of the COUNTY of Mendocino Mental Health Plan (MHP) and DHCS and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the MHP.
- V. If CONTRACTOR is out of compliance with report submissions, CONTRACTOR agrees that funds to be distributed under the terms of this agreement shall be withheld until such time as CONTRACTOR submits acceptable monthly or quarterly documents.
- W. CONTRACTOR shall comply with all requirements of the COUNTY of Mendocino MHP Agreement with the State of California; direction(s) from the Behavioral Health Director and all policies, procedures, letters and notices of the COUNTY of Mendocino and/or the DHCS.
- X. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the State/COUNTY MHP Contract, and all direction from the Behavioral Health Director.

II. Audits:

- A. CONTRACTOR shall comply with COUNTY, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings.
- B. CONTRACTOR and COUNTY shall each be responsible for any audit exceptions or disallowances on their part.
- C. COUNTY shall not withhold payment from CONTRACTOR for exceptions or disallowances for which COUNTY is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

III. SMH Contract Totals:

- IV. The compensation payable to CONTRACTOR as defined in the Definition of Services, Exhibit A-1, shall not exceed Seven Hundred Forty One Thousand Eight Hundred Eighty Two Dollars (\$741,882) for the term of this Agreement.

[END OF PAYMENT TERMS B-1]



Mendocino County Board of Supervisors Agenda Summary

Item #: 3v)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: April 22, 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 First Amendment to BOS Agreement No. 24-172 with Tapestry Family Services, Inc. for an Increase in the Amount of \$577,220 for a New Total of \$5,847,356 to Provide Specialty Mental Health Services to Eligible Medi-Cal Beneficiaries of Mendocino County Effective October 1, 2024, through June 30, 2025

Recommended Action/Motion:

Approve first amendment BOS Agreement No. 24-172 with Tapestry Family Services, Inc. for an increase in the amount of \$577,220 for a new total of \$5,847,356 to provide specialty mental health services to eligible Medi-Cal beneficiaries of Mendocino County effective October 1, 2024, through June 30, 2025; authorize the Director of Health Services or designee to sign any future amendments to the agreement that do not affect the annual maximum amount; and authorize Chair to sign the same.

Previous Board/Board Committee Actions:

On September 24, 2024 the Board of Supervisors approved Agreement 24-172 with Tapestry Family Services, Inc. in the amount of \$5,270,136

Summary of Request:

The Request for Proposal (RFP) committee for RFP #010-24 Specialty Mental Health Service Providers consisted of reviewers from Behavioral Health, Probation, Sheriffs, and Social Services.

The contract with Tapestry Family Services, Inc. is for provide specialty mental health services (SMHS) to Mendocino County residents in Ukiah, Willits, Laytonville, Fort Bragg, and Covelo within the schools, community, and office. The services to be provided include assessment, plan development, collateral, therapy, rehabilitation, targeted case management, intensive care coordination, intensive home-based services, therapeutic behavioral health services, and therapeutic foster care. Tapestry will serve up to 500 youth (0-17) and up to 175 transitional age youth (18-24), and up to 650 adult beneficiaries (25 and over). Tapestry has been providing specialty mental health services for beneficiaries for several years.

Tapestry Family Services, Inc. would be providing Specialty Mental Health Services as defined in this contract and pursuant to Medicaid laws, and regulations, including the 1915(b) Waiver, the County of Mendocino State MHP Agreement, and BHRS policies and procedures. SMHS are provided to residents of Mendocino County who meet medical necessity and access criteria and have Medi-Cal or are indigent.

This amendment will increase the total amount of the amount allotted for the Full Service Partnership Specialty

Item #: 3v)

Mental Health Services to cover the services provided under this agreement.

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: Realignment, Medi-Cal, MHSA

current f/y cost: \$5,847,356

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: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 24-172-A1



AMENDMENT #1

Original Agreement	BOS-24-172
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-172**

This Amendment to Agreement No. BOS-24-172 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **TAPESTRY FAMILY SERVICES**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-172 was entered into on October 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 \$577,220 from \$5,270,136 to \$5,847,356; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the FSP billing match/FFP line item and total in the Exhibit B-1, Payment Terms – SMHS.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$577,220 from \$5,270,136 to \$5,847,35.
2. The Exhibit B-1, Payment Terms - SMHS, set out in the Initial Agreement is hereby altered and a new Exhibit B-1 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: 3/27/25

Budgeted: Yes
Budget Unit: 4050, 4051
Line Item: 86-3164
Org/Object Code: MH, MACSS
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025


ATTEST:

DARCIE ANTLE, Clerk of said Board


By: 
Deputy 04/22/2025

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 04/22/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 03/21/2025

CONTRACTOR/COMPANY NAME

By: Kendra Pashales Palma
Kendra Palma, Executive Director

Date: 3/21/2024

NAME AND ADDRESS OF CONTRACTOR:

TAPESTRY FAMILY SERVICES
169 Mason St., Suite 300
Ukiah, CA 95482
707-463-3300

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: 03/21/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 03/21/2025

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

Exception to Bid Process Required/Completed ☐ RFP-010-24

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B-1

PAYMENT TERMS – SMHS

- I. COUNTY shall reimburse CONTRACTOR for Specialty Mental Health Services (SMHS) provided to eligible Short-Doyle/Medi-Cal beneficiaries as defined in the Definition of Services, Exhibit A-1, as per the following instructions:
 - A. CONTRACTOR shall provide SMHS as directed by the Behavioral Health and Recovery Services (BHRS) Director, as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California.
 - B. COUNTY shall reimburse CONTRACTOR for SMHS, provided to Short-Doyle/Medi-Cal clients as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California, not to exceed Five Million Seven Hundred Seventy-Two Thousand Three Hundred Fifty-Six Dollars (\$5,772,356) for the term of this Agreement as follows:

Specialty Mental Health Billing:	\$3,348,568
FSP Billing Match/FFP:	\$2,423,788
Total:	\$5,772,356

1. All FSP funds must be invoiced separately from other SMH claims, funds must be spent on clients who are fully enrolled in the county's FSP program, with all necessary documentation.
2. SMHS for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within thirty (30) days of receipt of complete and accurate claims invoice/files.
3. Billing for services shall be completed as per instructions in the Department of Health Care Services (DHCS) Mental Health Services Division Medi-Cal Billing Manual, and the Mendocino COUNTY Mental Health Policy and Procedure, "Claims Processing and Payment to contract provider under the Mental Health Medi-Cal Managed Care Plan".
4. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims, where payment has been denied, or disallowed by State or Federal authorities. Should such denials or

disallowances occur, COUNTY may, at their discretion, deduct the value of the disallowances from future payments to CONTRACTOR.

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 6. Services provided to clients eligible for benefits under both Medicare (Federal) and Medi-Cal (State of California) plans must be billed and adjudicated by Medicare before the claim can be submitted to COUNTY. Claims for reimbursement of Medicare-eligible services performed by Medicare-certified providers in a Medicare-certified facility must be submitted to Medicare before being submitted to Medi-Cal. Medicare COB information shall be provided to COUNTY at the time of submission or the claim will be denied. The following SMHS do not require Medicare COB as specified in Information Notices 09-09 and 10-11: 11017 Targeted Case Management, H2011 Crisis Intervention, H2013 Psychiatric Health Facility, H0018 Crisis Residential Treatment Services, H0019 Adult Residential Treatment Services, S9484 Crisis Stabilization, H2012 Day Treatment Intensive / Day Rehabilitation, H2019 Therapeutic Behavioral Services, 0101 Administrative Day Services.
 7. Some clients may have what is known as Medi-Cal Share of Cost (SOC). The SOC is similar to a deductible based on the fact that the client must meet a specified dollar amount for medical expenses before the COUNTY will pay claims for services provided over and above the amount of the SOC in that month. The SOC is usually determined by the COUNTY Department of Social Services and is based upon the client or family income.
- C. Claims submitted by CONTRACTOR in excess of one hundred fifty (150) days from date of service must be accompanied with justification (i.e. explanation of benefits) for the late submission, or services may be denied. Late claims will be reviewed with the Behavioral Health Director and Behavioral Health Fiscal Manager for approval regarding late submission. COUNTY is aware that some services may require a late submission. If

CONTRACTOR and Behavioral Health Fiscal Manager are unable to come to an agreement regarding late submission, the Behavioral Health Director shall make the final determination as to whether payment is to be remitted to CONTRACTOR. If late submission is not approved, CONTRACTOR shall not be reimbursed for the services.

- D. All invoices must be received no later than December 15, 2025, for services rendered under the term of this Agreement, invoices received after that date shall not be accepted.
- E. All services that do not meet medical necessity and are not sufficient to achieve the purpose for which the services are furnished, shall be disallowed. COUNTY shall be reimbursed by CONTRACTOR for the total claimed amount of all services disallowed (by State and/or COUNTY) audit and/or review, within thirty (30) days of the notice of disallowance.
- F. Payment may be requested for the services identified in this Agreement based on documented medical and access criteria and as authorized by COUNTY.
- G. Each service invoiced to COUNTY must have appropriate signed and dated progress notes entered into the EHR describing how the intervention provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning.
- H. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Contract, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse. As a condition for receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of Title 42 of the Code Federal Regulations, sections§§ 438.604, 438.606 and 438.608, and 438.610. (Title 42 of the Code of Federal Regulations, section§ 438.600(b).
- I. CONTRACTOR will not be reimbursed for unauthorized services. COUNTY will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to the Mendocino COUNTY Code. If COUNTY of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new COUNTY of beneficiary.
- J. CONTRACTOR is responsible for:

- a. Billing other health coverage;
 - b. Collecting SOC amounts; and
 - c. Collecting Uniform Method of Determining Ability to Pay (UMDAP) amounts.
- K. If a client disputes the SOC amount and/or UMDAP amount billed to them, but it is then determined the client does owe the SOC and/or UMDAP amount, a Notice of Adverse Benefit Determinations (NOABD) Denial of a Request to Dispute a Financial Liability (Financial Liability Notice) shall be sent to the client within two (2) business days of the determination.
- L. Rate setting and payment shall be consistent with federal and state statutes and regulations, as they may be amended from time to time. Please see Attachment 1 for current rates.
- M. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, access criteria, and claim submissions consistent with State and Federal requirements.
- N. CONTRACTOR shall submit a weekly invoice summary that corresponds to the appropriate Electronic Data Interchange (EDI) billing detail in the EHR within seven (7) days of the EDI billing drop, accompanied by any documents requested by BHRS or COUNTY.
- O. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in EDI billing are entered no later than thirty (30) days after the end of the month during which services were rendered (i.e. EDI billing for services rendered in May would be due by June 30). Claims for services submitted by CONTRACTOR in excess of this timeframe shall be reviewed for justification regarding late submission.
- P. CONTRACTOR will cooperate with COUNTY process for submitting the unit of service data for Medi-Cal billing in the required timeline. A signed paid certification of claim shall be submitted at time payment is received.
- Q. COUNTY shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.
- R. CONTRACTOR shall submit to COUNTY an annual report of overpayment recoveries in a manner and format determined by COUNTY of Mendocino MHP Agreement.
- S. Cost Report shall be completed by CONTRACTOR and submitted to COUNTY by Oct 1, 2024. Initial Cost Reports shall include all services

delivered in FY 2023 - 2024. CONTRACTOR shall maintain all Cost Report documentation and evidence for a minimum of ten (10) years after the COUNTY final Cost Report settlement with DHCS. Payment shall be required by either COUNTY or CONTRACTOR within sixty (60) days of settlement or as otherwise mutually agreed, after final Cost Report settlement with DHCS.

- T. CONTRACTOR will provide an annual budget and submit required financial information to COUNTY monthly. CONTRACTOR shall submit a monthly Expenditure Report to the COUNTY each month.
- U. CONTRACTOR must comply with all policies, procedures, letters, and notices of the COUNTY of Mendocino Mental Health Plan (MHP) and DHCS and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the MHP.
- V. If CONTRACTOR is out of compliance with report submissions, CONTRACTOR agrees that funds to be distributed under the terms of this agreement shall be withheld until such time as CONTRACTOR submits acceptable monthly or quarterly documents.
- W. CONTRACTOR shall comply with all requirements of the COUNTY of Mendocino MHP Agreement with the State of California; direction(s) from the Behavioral Health Director and all policies, procedures, letters and notices of the COUNTY of Mendocino and/or the DHCS.
- X. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the State/COUNTY MHP Contract, and all direction from the Behavioral Health Director.

II. Audits:

- A. CONTRACTOR shall comply with COUNTY, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings.
- B. CONTRACTOR and COUNTY shall each be responsible for any audit exceptions or disallowances on their part.
- C. COUNTY shall not withhold payment from CONTRACTOR for exceptions or disallowances for which COUNTY is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

- III. The compensation payable to CONTRACTOR as defined in the Definition of Services, Exhibit A-1, shall not exceed Five Million Seven Hundred Seventy-Two Thousand Three Hundred Fifty-Six Dollars (\$5,772,356) for the term of this Agreement.

[END OF EXHIBIT B-1 – SMHS]



Mendocino County Board of Supervisors Agenda Summary

Item #: 3w)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: April 22, 2025

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Ratification of Submission of Grant Application to Advocates for Human Potential, Inc. for California Youth Opioid Response Program Funding; and Authorization for the Director of Health Services to Execute the Resulting Grant Agreement if Awarded, up to \$515,767.00, for the Anticipated Project Period of Upon Award Through September 29, 2027

Recommended Action/Motion:

Ratify submission of grant application to Advocates for Human Potential (AHP), Inc. for California Youth Opioid Response (YOR) Program Funding; authorize the Director of Health Services to execute the resulting grant Agreement if awarded, up to \$515,767.00, for the anticipated project period of upon award through September 29, 2027; and authorize the Director of Health Services to sign any amendments that do not increase the maximum amount.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

This project will be supported by the California's State Opioid Response (SOR) 4 grant program funded by the California Department of Health Care Services (DHCS). This grant was provided to DHCS by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA). The SOR 4 grant supports the DHCS Opioid Response Project, which aims to address the opioid and stimulant use disorder (StUD) crises by improving access to treatment, reducing unmet treatment needs, and reducing opioid- and stimulant-related overdose deaths through the provision of prevention, treatment, harm reduction, and recovery service activities.

The primary focus of the funding is to increase access to quality services for youth, transition-age youth (TAY), and young adults (ages 16-25) with opioid and/or stimulant use disorders, and/or who are at risk of misusing illicit substances and counterfeit pharmaceuticals often mixed with fentanyl.

BHRS created the proposed grant application for YOR funding, submitted it to AHP on March 13, 2025, and is now seeking Board of Supervisors ratification of application submission, and approval for the Director of Health Services to execute the grant Agreement, if awarded. Through the grant application, should an individual screen positive for Opioid Use Disorder (OUD) and be found in need of withdrawal services and who is not currently on Medicated Assisted Treatment (MAT) medications, Mendocino County will make a referral to

Item #: 3w)

one of our existing partners within the community. Adolescent counselors will work with the youth and their families to identify the best next step for helping the youth receive services. The New Beginnings Mendocino County Program will provide seamless access to services that start within the schools and continue with our communities' families and providers. The goal is to give youth the tools they need to be successful in the community while decreasing substance-related deaths, increasing successful outcomes for MAT/SUD/ODU treatment participants, and finally reducing overall substance use-related overdose/death rates in our community.

Alternative Action/Motion:

Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: DHCS

current f/y cost: Revenue: up to \$515,767.00 for the term of the grant.

budget clarification If the grant is awarded to BHRS, funds will be added to the budget and utilized according to the grant terms.

annual recurring cost: N/A

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

revenue agreement: Yes

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

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025





**State Opioid Response (SOR) 4 Grant
Request for Application
California Youth Opioid Response Project
(YOR California)
YOR 4**

**Application Responses Due
Thursday, 4 p.m. PT
March 13, 2025**



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This project will be supported by the California's State Opioid Response (SOR) 4 grant program funded by the California Department of Health Care Services (DHCS). This grant was provided to DHCS by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA). The SOR 4 grant supports the DHCS Opioid Response Project, which aims to address the opioid and stimulant use disorder (StUD) crises by improving access to treatment, reducing unmet treatment needs, and reducing opioid- and stimulant-related overdose deaths through the provision of prevention, treatment, harm reduction, and recovery service activities.

DHCS has contracted with the California Institute for Behavioral Health Solutions (CIBHS), in collaboration with Advocates for Human Potential, Inc. (AHP), to administer YOR 4 California grant projects.

The SOR 4 program provides resources for evidence-based treatments, practices, and interventions for opioid use disorder (OUD) and StUD. SAMHSA requires that medications for the treatment of opioid use disorder (MOUD) be made available to those diagnosed with OUD. MOUD includes FDA-approved treatments such as methadone and buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

YOUTH OPIOID RESPONSE (YOR) 4 FUNDING OPPORTUNITY AT A GLANCE

Funds are made available to increase access to quality services for youth, transition-age youth (TAY), and young adults (ages 16–25) with opioid and/or stimulant use disorders (OUD/StUD), and/or who are at risk of misusing illicit substances and counterfeit pharmaceuticals often mixed with fentanyl.

Grant Period

May 1, 2025 – September 29, 2027

Applications Due

March 13, 2025

1. About the Grant

The California Youth Opioid Response (YOR California) project is seeking applicants for YOR 4 grant funding. Applicants must demonstrate their ability to successfully provide treatment services and/or expand access for youth, TAY, and young adults with OUD/StUD and/or those at risk of misusing illicit substances and counterfeit pharmaceuticals often mixed with fentanyl.

YOR California works in partnership with stakeholders throughout California to increase low-barrier access to FDA-approved MOUD, and support the full continuum of prevention, harm reduction, treatment, and recovery support services for youth, TAY, and young adults (ages 16–25) experiencing OUD and other concurrent substance use disorders (SUDs). YOR 4 will build on and expand work done in the first three project rounds and further focus on effective outreach, engagement, overdose prevention, harm reduction, and low-barrier access to MOUD treatment and comprehensive care for youth, TAY, and young adults (ages 16–25).

YOR California supports community, organization, and service collaboration, providing a path for access to direct services when other funds are not available. Programs must include

culturally responsive outreach strategies for reaching youth, TAY, and young adults (ages 16–25) in their communities. Programs must also include youth-friendly environments and pathways toward sustainable programming from outreach to recovery support.

There is no minimum award, and the maximum allowable funding is \$750,000 for the complete grant term. The average amount, based on past funding cycles, will be approximately \$400,000. The anticipated grant term is May 1, 2025, to September 29, 2027.

2. Purpose

According to the California Department of Public Health, provisional data for year-end 2023 show that over 7,500 opioid overdose deaths occurred in California, with more than 90 percent of these cases related to fentanyl. Among these deaths, 570 involved individuals aged 15 to 24, and 94 percent of those fatalities also involved fentanyl. Illicitly manufactured fentanyl continues to drive the majority of deaths, but mortality rates due to cocaine and psychostimulants such as methamphetamine have also increased. Overdose deaths involving stimulants rose by 6 percent from 2022 to 2023. These deaths are likely linked to the co-use or mixing of cocaine or methamphetamine with fentanyl or heroin by illicit manufacturers. As in other areas, the COVID-19 pandemic years saw an exacerbation of health disparities in overdoses.

SAMHSA encourages grant recipients to address the diverse behavioral health needs of underserved communities as defined by Executive Order 13985. Recipients must also serve all individuals equitably and administer programs in compliance with federal civil rights laws that prohibit discrimination based on race, color, national origin, disability, age, religion, and sex (including gender identity, sexual orientation, and pregnancy).

3. YOR 4 Goals

- Recruit organizations with optimal performance in medication intervention integration and outreach in culturally/geographically underserved areas.
- Integrate treatment and expand availability of medication treatment options in youth services within and outside the Drug Medi-Cal Organized Delivery System through requirement that nontreatment facility grantees integrate medication treatment into their mental health, recovery support, or community setting, or formalize a direct partnership with an access point to a medication provider.
- Support and enhance OUD/StUD youth services workforce education, recruitment, and retention by employing/empowering TAY and young adults (ages 16–25), peers, and persons with lived experience to strengthen outreach efforts, navigation, harm reduction, and education to communities, families, and youth.
- Expand the project's treatment focus to include youth at risk of or misusing all illicit substances and counterfeit pharmaceuticals often mixed with fentanyl.
- Continue overdose prevention and education efforts through the distribution of naloxone and fentanyl and xylazine test strips to patients, friends, and family members.
- Support the continuum of OUD/StUD prevention, harm reduction, treatment, and recovery support services through youth involvement and youth-created social media efforts.
- Expand low barrier* access to treatment with a focus on high-risk youth, such as those negatively impacted by social determinants of health (SDOH), housing instability, justice system involvement, and foster care.

- OUD/StUD training and technical assistance (TTA) for systems of care and the expanded network (juvenile justice, mental health, social services, and foster care agencies) that serve unhoused youth, youth and transitional age youth (TAY) with behavioral health issues, and youth who experience SDOH.

** Low barrier care is a model for treatment that seeks to minimize the demands placed on clients and make services readily available and easily accessible. It also promotes a nonjudgmental, welcoming, and accepting environment. In this way, low barrier models of care meet people where they are, providing culturally responsive and trauma-informed care tailored to the unique circumstances and challenges that each person faces. For more information, see SAMHSA's [Low Barrier Models of Care for Substance Use Disorders](#).*

4. Grant Requirements

4.1 Eligible Service Types and Settings

Grantees will expand capacity, outreach, and access to the constellation of MOUD and other elements of the YOR California Service Model.* YOR California is looking for applicants who can demonstrate their ability to increase access to and services for youth, TAY, and young adults with OUD/StUD, and/or who are at risk of misusing illicit substances and counterfeit pharmaceuticals often mixed with fentanyl.

Evidence-based practices (EBP) and community-defined evidence practices (CDEP) must be implemented with fidelity into grantee activities. * Applicants should consider change management and sustainability strategies when designing and operating their proposed programs. YOR California provides funding for expanding outreach, improving access to youth services and collaborations, providing direct services when other funds are not available, and engaging in overdose prevention efforts among TAY and young adults (ages 16–25). Programs must include culturally responsive outreach strategies specific to TAY and young adults (ages 16–25) in their communities, strategies to create youth-friendly environments, and pathways toward sustainable programs, from outreach to recovery support.

Programs must provide active assistance to individuals with completion of health insurance applications and enrollment for eligible uninsured patients. Eligible individuals must be supported in obtaining Medi-Cal to cover the cost of eligible services. Grant funds made available under this Agreement shall not be utilized to pay for services covered by Medi-Cal for individuals who qualify for Medi-Cal but do not apply. Similarly, patients who are eligible for private insurance must obtain that coverage, with co-pay support by SOR 4 funds allowed as needed, and co-pay coverage tracked within data collection requirements.

**See section 4.5.*

4.2 Eligible Grant Recipients

To be eligible for funding, an applicant organization must meet all the following criteria:

- Physically located in and able to provide evidence of delivering services in the state of California.
- Any provider or business authorized to operate in California is acceptable.
 - This includes Tribal authority, * state, city, county, or local government entity, current nonprofit 501(c)(3), for-profit organization, and school-based program.

**Tribal Authority: (a) federally recognized Indian Tribes, tribal organizations, or Urban Indian organizations, or (b) health care programs operated by Indian Tribes, tribal organizations, or Urban Indian organizations, as defined in Section 1603 of Title 25 of the United States Code and further defined in Section 5304.*

Any entity listed with the System for Award Management as debarred or suspended is ineligible to receive YOR California funds. See <https://sam.gov/content/home> for the Exclude Parties List System.

4.3 Grant Monitoring and Participation in Training and Technical Assistance

Grantees are expected to do the following:

- Identify a project lead, who will be the point of contact (staff examples include program manager, director, coordinator, project manager) to lead YOR California efforts. The point of contact is responsible for program implementation and outcomes, as well as reporting.
- Develop and maintain relationships with subcontractors, other partners, and a network of community-based youth service agencies.
- Establish and implement a youth/TAY/young adult advisory group and/or other best practices for integrating youth/TAY/young adult voices into program design, policy, and implementation.
- Participate in all YOR California Learning Collaboratives, in-person and virtual; office hours; TA activities, including webinars and coaching calls with grantee liaisons.
- Meet all federal and state funding restrictions, reporting, and compliance requirements as determined by SAMHSA and DHCS for use of SOR 4 funds. (See [California DHCS Opioid Response Project: Allowable Expenditures Requirements](#) for information on allowable costs.)
- Participate in any desk or site audits that may be conducted by YOR California, DHCS, or SAMHSA.

4.4 Inclusion of Evidence-Based Practices and Community-Defined Evidence Practices

YOR funds are intended for the provision of services based on EBP and CDEPs that are appropriate for the population(s) of focus. * See SAMHSA's [Evidence-Based Practices Resource Center](#) and the [Disparities in Behavioral Health \(NNED\)](#) to identify evidence-informed and culturally appropriate substance use prevention, treatment, and recovery practices that are project appropriate.

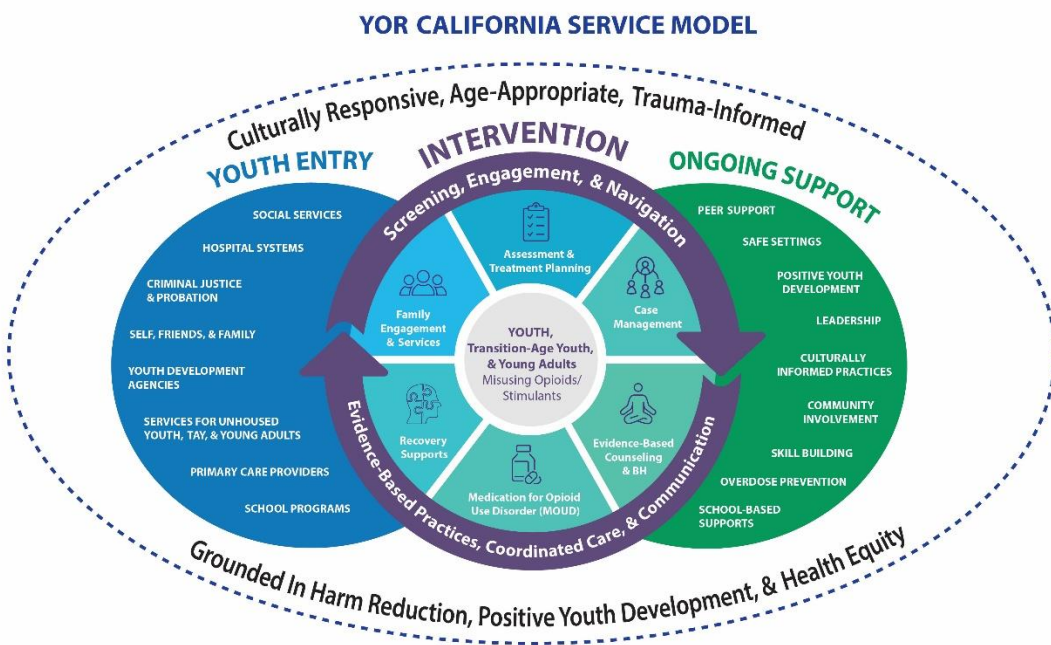
**An EBP is a practice that has been documented with research data to show its effectiveness. A culturally adapted practice refers to the systematic modification of an EBP that considers language, culture, and context in a way that is compatible with the clients' cultural patterns, meaning, and values.*

**CDEPs are practices that communities have shown to yield positive results as determined by community consensus over time, and which may or may not have been measured empirically but have reached a level of acceptance by the community.*

4.5 YOR California Service Model

These services reflect an interconnected and coordinated network of care that is defined as culturally responsive, age- and developmentally appropriate, trauma-informed, and grounded in

positive youth development at every potential entry and intervention point, and throughout ongoing supports. Youth-relevant services are defined as those that address the unique experiences, interests, and motivations of TAY and young adults (ages 16–25) and must include support for families. Coordinated care and communications are essential components of this youth-centered model.



5. Data Reporting Requirements

YOR grantees are required to meet YOR California, DHCS, and other state and federal reporting, financial, and administrative requirements. Reporting requirements will include monthly, quarterly, and final reports. Grantees providing direct treatment and recovery services will be responsible for complying with Government Performance and Results Act (GPRA) data requirements (see below). All Grantees are required to submit project data directly to UCLA quarterly through the UCLA data portal.

Grantees will be responsible for submitting invoices, ensuring expenses are allowable, and retaining sufficient backup documentation on expenses. Grantees must ensure that adequate staffing is allocated and budgeted for these requirements.

5.1 GPRA Data Requirements

1. Organizations using funds from this contract for direct treatment and recovery services shall be required to complete and submit GPRA data. Organizations will work in partnership with DHCS's consultant, Aurrera Health Group, and the YOR California Team to ensure GPRA compliance.
2. Clients who receive medication, counseling, or recovery services with SOR 4 funding, or medical, counseling, peer support, or case management services from a provider whose salary is funded by the grant, must participate in the GPRA survey. GPRA surveys are conducted at intake, six months after the intake, and upon client discharge.

3. SOR 4 funding can be used to pay for GPRA incentives, with a maximum value of \$30. Incentives are typically gift cards and can include items such as food vouchers, transportation vouchers, or gas gift cards. GPRA incentives are only permitted for the six-month follow-up interview, and non-routine discharges (cases where program staff must search for a client who has left the program or a client who has dropped out of the program).
4. Organizations with GPRA requirements must have the capacity to meet required percentages of completion for all GPRA data collection:
 - a. For intakes: No less than 75 percent of eligible patients must be offered a GPRA baseline interview.
 - b. For six-month follow-ups: No less than 60 percent of patients who received a baseline interview must complete a six-month follow-up interview.
5. Organizations required to submit GPRA data must attend trainings offered by Aurrera Health Group:
 - a. All staff members tasked with completing GPRA with clients will be required to attend or view the initial GPRA training (GPRA 101) presentation from Aurrera Health Group.
 - b. All staff members tasked with completing GPRA with clients will additionally be required to attend one training and technical assistance (TTA) webinar related to GPRA annually, as provided by Aurrera Health Group. Additional training may be required.

For more information on GPRA reporting, see [GPRA Resources for SOR 4 Contractors](#).

All data and reporting requirements are subject to change in response to state or federal requirements.

6. Expenditures

SOR 4 awards for the YOR project are to be used only as funding of last resort, meaning that *it is permissible to use SOR 4 funds for services only when no other source of funding is available to deliver patient care*.

All awardees will be required to meet the [California DHCS Opioid Response Project: Allowable Expenditures Requirements](#) (Updated May 6, 2024).

Funds may not be used to make direct payments to individuals to enter treatment or continue participating in prevention or treatment services.

By applying for this funding, the applicant organization acknowledges and agrees that the maximum allowable indirect cost rate (ICR) shall be 15 percent (15%) of an organization's modified total direct costs (MTDC), as defined in 45 CFR Part 75 regardless of an organization's federally negotiated rate unless the applicant organization is a tribe or tribal entity which are permitted an exception to use their federally Negotiated Indirect Cost Rate (NICR) for the YOR SOR 4 grant program. DHCS has made this exception to the 15% ICR cap to allow tribes and tribal entities to better support their unique needs, promote equitable access, and encourage participation. Administration fees of a maximum of 5 percent (5%) are also allowable.

Expenses not listed as eligible on the link provided are not eligible. If you have a question about a particular expense, contact the YOR team through the email provided.

This is a cost-based reimbursement grant. * Funds will not be provided in advance. Invoices are processed monthly.

**A cost-based reimbursement grant is a funding arrangement where the grantor reimburses the grantee for allowable, documented expenses incurred during the project. The grantee may be asked to submit receipts or financial reports.*

7. Sustainability Planning

All proposed YOR projects will be required to describe a sustainability plan in the YOR 4 application. The application includes questions about plans to continue the work after YOR funding has ended. Grantees will be asked what the organization has done to ensure the work continues in the future and how this grant will enhance work already completed.

Intentional, structured sustainability planning, with an eye toward reducing reliance on YOR funding, will include the following elements:

- All grantees will be required to complete the Program Sustainability Assessment Tool (PSAT) and/or Clinical Sustainability Assessment Tool (CSAT) (for clinical programs) at the beginning and end of the grant period. The Program Sustainability Assessment Tool (PSAT), developed by The Center for Public Health Systems Science, is a validated tool that assesses an organization's sustainability capacity across eight domains: Environmental Support, Funding Stability, Partnerships, Organizational Capacity, Program Evaluation, Communications, Strategic Planning, and Adaptability. The PSAT ensures intentional, structured sustainability planning, supporting DHCS's objective of reducing reliance on SOR 4 funding.
- Program sustainability updates will be required in quarterly progress reports.

8. Health Equity

Health equity is when everyone has a fair and just opportunity to attain their optimal health. YOR California seeks to address systematic differences in health status and health outcomes for marginalized populations and identify key barriers preventing populations of focus from achieving their optimal health. The following resources must be utilized when addressing Health Equity in the YOR application:

- Screening for and include a Social Determinants of Health (SDOH) framework in services. Explain how you build resiliency.
- Advance health equity and utilization of medication interventions to treat SUD for populations disproportionately impacted, such as Native American, Black, Latino, Asian, and Pacific Islander youth, TAY, and young adults ages 16–25.
- Expand capacity, outreach, and access to the constellation of MOUD and other elements of the YOR California Service Model.
- Bolster protective factors utilizing resources such as the U.S. Department of Health and Human Services' (HHS) Positive Youth Development frameworks to mitigate the impacts of adverse childhood experiences and other risk factors.

9. Application Process, Rules, and Requirements

IMPORTANT DATES

- Informational Webinar: February 4, 2025: 12:00 p.m.- 1:30 p.m. PT
- Questions Deadline: February, 11, 2025
- Application Deadline: March 13, 2025: 4:00 p.m. PT
- Projected Award Notice: April 2025
- Performance Period: May 1, 2025 – September 29, 2027

*At the YOR California team's discretion, these dates are subject to change to best meet program needs and further requirements.

- **The application deadline is 4 p.m. PT on Thursday, March 13, 2025.** Applications must be submitted through SurveyMonkey Apply (SMA) before that date and time. Applications received after that time will not be accepted for further consideration in this process.
- The required application attachments must be uploaded as separate files accompanying the application. Each attachment must be clearly titled with the name of the application element to which it applies.
- **An informational webinar will be held via Zoom at 12:00 p.m. PT on Tuesday, February 4, 2025.** Register [Here](#). The webinar will answer questions about the services requested and the application process. The session will be recorded, and responses to applicant questions will be issued as an FAQ addendum to this RFA. YOR California staff or consultants will not provide any private consultation with applicants regarding the RFA.
- YOR California assumes no responsibility for any understandings or representations concerning the terms and conditions of this RFA process made by staff, consultants, or others unless explicitly stated in this RFA provided as a written addendum to this RFA.
- YOR California makes no assurances regarding the minimum or maximum amount of funding for any contract awarded under this RFA process.
- This RFA does not commit YOR California to pay any costs incurred in the preparation of an application in response to this request. The bidder agrees that all costs incurred in developing this application are the bidder's responsibility.
- This RFA does not commit YOR California to award a contract. YOR California reserves the right to accept or reject any or all applications, or any part(s) of any or all applications.
- Submission of an application shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFA, unless otherwise specified in the application.

9.1 Online Application

The entire YOR application is contained in an online fillable form on the SMA platform. Use the application link to access the online application.

Required Documents

9.2 Budget

The budget template that accompanies the application (Attachment 1) must be completed and uploaded in Section 7 of the application. All tabs must be completed to qualify for grant funding.

9.3 Implementation Plan

Complete the implementation plan in the application.

9.4 Additional Required Documents

The application requires you to upload the following additional documents:

- Resumes of program manager and other key staff (limit three pages)
- Organizational Chart
- Audited Financial Statement
- *Tribal Organizations Only — Justification of indirect costs in excess of 15 percent (15%)
- Letters of Support from community partners

* By applying for these funds all other organizations agree to the maximum 15 percent (15%) ICR.

You will receive an email *confirming receipt of your application* within 24 hours of submission.

Costs associated with the preparation or submission of application in response to this RFA or with award negotiation are not reimbursable.

Additional Required Documents Checklist

<input type="checkbox"/>	Completed Budget Template
<input type="checkbox"/>	Resumes of program manager and other key staff (limit three pages)
<input type="checkbox"/>	Organizational Chart
<input type="checkbox"/>	Audited Financial Statement
<input type="checkbox"/>	*Tribal Organizations Only — Justification of indirect costs in excess of 15 percent (15%)
<input type="checkbox"/>	Letters of Support from community partners

* By applying for these funds all other organizations agree to the maximum 15 percent (15%) ICR.

10. Post-Award Contract Negotiation and Management

Once selections have been made, the provider(s) chosen will be contacted to negotiate a service agreement. These negotiations may involve adjustments to the budget and/or to the nature or scope of work. Not all applicants will receive the total amount requested. YOR California reserves the right to make final determinations about award size, including whether to award full or partial coverage of the applicant's proposed expenses.

YOR California may require the potential bidders selected to participate in negotiations and submit revisions to the budget, technical information, and/or other elements of their applications as a result of negotiations. The contents of the successful bidder's application will become

contractual obligations, subject to negotiation. Failure to accept these obligations in a contract may result in award cancellation.

Applicant agencies awarded contracts will be required to present any Memorandum of Understanding with partners and contracts with subcontractors.

Applicant agencies awarded contracts will be required to record and submit data on client characteristics and services provided through an online portal. YOR California will monitor contractors to ensure compliance with the award terms and state and federal program standards. Contractors will be required to provide YOR California with any additional data needed to satisfy federal or state reporting requirements.

Successful applicants are expected to comply with all contract requirements. These include, but are not limited to, provisions regarding insurance and indemnification, HIPAA mandates, and fiscal requirements. Nothing in this RFA and its associated documents shall be construed as committing YOR California to issue an award. Any funds allocated after the RFA are subject to funding received from DHCS. YOR California may seek clarifications or recommend adjustments to applications or budgets as a condition of the award.

There is no appeal process. Modification of contract terms and conditions will be considered only under exceptional circumstances.

11. Applicant Scoring Criteria

Each application will be reviewed for technical compliance, completeness, and budget reasonableness. The contents will be scored, and applications will be ranked. Successful applicants presenting the most complete and responsive applications, demonstrating the most favorable mix of credentials, capacity, and potential to best meet YOR California's needs and goals, will be selected. In addition to the application score, additional factors (such as the specific population served and geographic diversity) may also be considered to select the most favorable mix of grantees across the state. Decisions are at the sole discretion of YOR California and subject to DHCS approval. YOR California may conduct interviews to clarify the content of the application.

Section 1: Overview		Not Scored
1. Applicant Organization & Proposed Project Information 2. Lead Agency Contact Information 3. Lead Agency Point of Contact		
Questions 1–3 are required and must be completed for an application to be considered for grant funding. Organization must be authorized to do business in California to be eligible for funding.		
4. Provision of Direct Services		
Is a provider organization for direct client services involved in the project? Services: mental health/SUD prevention, treatment, and recovery supports.	<input type="checkbox"/> Yes <input type="checkbox"/> No The provider can be a subcontractor or partner. If "No" the organization is ineligible to apply for these funds.	

Does each provider organization involved have at least two years of experience providing relevant services as of application due date?	<input type="checkbox"/> Yes <input type="checkbox"/> No The provider can be a subcontractor or partner. If “No” the organization is ineligible to apply for these funds.
5. Brief Abstract of Proposed Project (Limit 350 words) Applicant provides a detailed description of the organization’s proposed project.	
6. Previous YOR Grantee? If “Yes” please include Section 8: Previous YOR CA Grantees Only — Supplemental Questions in the application.	
Section 2: Catchment Area and Population of Focus for Proposed Project Up to 8 points	
1. Geographic Reach and Service Area Description incorporating credible data sources.	
2. Age Group(s) Specifically, for whom the organization is prepared to customize outreach and services.	
3. Population of Focus and Community Need (Limit 350 words) Description and supportive data for population intended to be served by YOR CA project (age, culture, protective and risk factors, language, health inequities, community assets, and service gaps).	
Section 3: Qualifications Up to 32 points	
1. Organization Description (Limit 350 words) a. History b. Mission c. Vision d. Size e. Infrastructure f. Grant management capacity g. YOR activities alignment	
2. Experience Serving Population of Focus (Limit 350 words) Description and example of programs and services provided, including outreach, harm reduction, StUD/MOUD treatment to youth, TAY, and young adults. Applicants must have a minimum of two years’ experience.	
3. Cultural Responsiveness and Linguistic Appropriateness (Limit 350 words) Description and example of languages available and culturally responsive practices.	
4. Trauma-Informed, Strengths-Based, and Evidence-Based Approach (Limit 350 words) Description and example of current or planned trauma-informed, strengths-based, and EBPs.	

5. Current Programming and Services	
Table of questions about services and programs, MOUD and other medication, youth advisory groups, and Medi-Cal enrollment.	
6. Current Demographics: Youth, TAY, and Young Adults engaged and/or served by organization in FY 2023–2024	
7. Organization Partnerships	
Details about community partners and subcontractors, provision of direct services, and collaboration.	
8. Organization Staffing	(Limit 350 words)
Details of staff qualifications for working with the population of focus, including training, licensure, and linguistic and cultural capabilities.	
Section 4: Project Implementation	Up to 10 points
1. Project Implementation Description	
Details of goals and objectives for treatment, outreach, and engagement including services, settings, involvement of peers with lived experience, family involvement, impact, and Medi-Cal/insurance enrollment. Description must align with the submitted Project Implementation Plan in the online application.	
2. Detailed Project Implementation Plan	
The Project Implementation Plan must be complete for an application to be considered for grant funding. Sample template provided in application worksheet.	
Section 5: Management Plan and Sustainability	Up to 30 points
1. Organization Staffing, Workforce Recruitment, and Retention	(Limit 350 words)
Description of current staff and planned recruitment to support implementation of YOR CA project.	
2. Organization Structure	
Required document illustrating how YOR CA fits within the lead agency and relates to other programs, partners, subcontractors, and youth advisory group.	
3. Commitment to Project	(Limit 350 words)
Overview of organization's leadership involvement in the project.	
4. Quality Assurance, Measurement, and Compliance	(Limit 350 words)
Description of ability to meet YOR California, state, and federal financial, data, and compliance requirements. Include data collection and QA processes.	
5. Financial Management	(Limit 350 words)
Details on use of YOR CA funding as a last option for treatment and recovery services, insurance/Medi-Cal, and other funding.	
6. Sustainability	(Limit 350 words)
Description of plans to ensure the project continues post-YOR funding.	

Section 6: Budget**Up to 10 points**

To be considered for funding, the budget template accompanying the application (Attachment 1) must be completed and uploaded in Section 7 of the application. Applicants must complete all tabs. The sample budget template below is meant to inform only. **This is NOT the actual Budget template.**

SAMPLE Budget Template**A. Budget Summary**

Personnel – Administrative & Support Staff

Personnel – Service Provider Staff

Services & Supplies

Total Direct Costs

Indirect Costs – 15% maximum allowable ICR with the exception of tribal entities. (See RFA section 6. Expenditures)

Total Proposed Budget**B. Personnel Costs – Administrative & Support Staff**

Include titles, FTE, and hourly rates for each position

Include total for benefits and Taxes

C. Personnel Costs – Direct Services Staff

Include titles, FTE, and hourly rates for each position

Include total for benefits and Taxes

D. Services & Supplies

Expenses by category (Training, travel, equipment)

Subcontractors – Business Entities (List by function.)

Subcontractors – Self-Employed Individuals (List by function.)

Budget Narrative

Explanation for expenses by categories listed above.

Section 7: Additional Required Documents**Up to 10 points**

The following required documents must be complete for an application to be considered for grant funding.

- ☐ Completed Budget Template
- ☐ Resumes of program manager and other key staff (limit three pages)
- ☐ Organizational Chart
- ☐ Audited Financial Statement
- ☐ *Tribal Organizations Only — Justification of indirect costs in excess of 15 percent (15%)
- ☐ Letters of Support from community partners

* By applying for these funds all other organizations agree to the maximum 15 percent (15%) ICR.

Supplemental Questions: Previous YOR CA Grantees Only**Not Scored**

Previous YOR grantees applying for YOR 4 funding must respond to the questions below.

1. Prior YOR CA Year**2. Prior YOR CA Grantee Type****3. Prior YOR CA Grant Funding**

Details on DHCS award amounts, and spend-down totals for all prior YOR CA rounds applicable.

4. Demonstrated Strong Past Performance in Meeting Grant Goals	(Limit 350 words)
Description including examples of positive outcomes, challenges overcome, and measurable impacts.	
5. Lessons Learned from Past Funding	(Limit 350 words)
Description of lessons and resulting insights regarding shaping the approach to this application.	
6. Sustainability	(Limit 350 words)
Description and example of how YOR funds currently assist the organization and steps taken to reduce reliance on YOR funding by the end of YOR 4.	

12. YOR California Round 4 Application Worksheet

THIS IS A WORKSHEET, NOT THE ACTUAL APPLICATION. This is a **copy** of the application form for your use in planning your RFA submission. The formal application must be completed [online](#) as described in the RFA. If you have questions, please email YORCalifornia@ahpnet.com.

Please note that applicants must submit one complete application for *each* location for which the organization is requesting YOR 4 funding.

Section 1: Overview

1. Applicant Organization & Proposed Project Information	
Lead Agency Name	
Project Name	
Agency Address	
Website Address (optional)	
County(ies) Served	
Organization Type	<input type="checkbox"/> Tribal <input type="checkbox"/> County <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other If nonprofit, provide incorporation date and state where incorporated.
Federal Tax ID	
Federal Unique Entity ID	
Is the organization authorized to do business in California?	<input type="checkbox"/> Yes <input type="checkbox"/> No If "No" the organization is ineligible to apply for these funds.
Total Budget Request (Budget cannot exceed \$750,000)	
2. Lead Agency Contact Information	
Name (First and Last)	
Title	
Mailing Address (if different from Agency Address)	
Email Address	
Telephone Number	
3. Lead Agency Point of Contact	
Name (First and Last)	
Title	
Mailing Address (if different from Agency Address)	
Email Address	
Telephone Number	

4. Provision of Direct Services	
Is a provider organization for direct client services involved in the project? Services: mental health/SUD prevention, treatment, and recovery supports.	<input type="checkbox"/> Yes <input type="checkbox"/> No The provider can be the applicant and/or a subcontractor or partner. If "No" the organization is ineligible to apply for these funds.
Does each provider organization involved have at least two years of experience providing relevant services as of application due date?	<input type="checkbox"/> Yes <input type="checkbox"/> No If "No" the organization is ineligible to apply for these funds.
5. Brief Abstract of Proposed Project (Limit 350 words)	
6. Previous YOR Grantee?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes" please complete Supplemental Questions: Previous YOR CA Grantees Only — in the application.

Section 2: Catchment Area and Population of Focus for Proposed Project

1. Geographic Reach and Service Area (Limit 350 words)	
Briefly describe important characteristics of the service area including the cities and county/counties served through the project using credible data sources. (Local or regional public health data, [i.e., the California Healthy Places Index])	
2. Age Group(s)	
Select the age range(s) for whom the organization is prepared to customize outreach and services.	<input type="checkbox"/> 16– 17 years old <input type="checkbox"/> 18–20 years old <input type="checkbox"/> 21–25 years old
3. Population of Focus and Community Need (Limit 350 words)	
Describe the focus population (and any subpopulations) that the YOR California project will serve, including age, culture, protective and risk factors, language, health inequities, community assets and service gaps affecting the population of focus. Provide data to support understanding including racial/cultural considerations.	

Section 3: Qualifications

1. Organization Description (Limit 350 words)	
Provide a detailed description of the organization, including history, mission, vision, size, infrastructure, and grant management capacity, and describe how YOR activities align. Provide an example.	
2. Experience Serving Population of Focus (Limit 350 words)	
What programs and services are provided to the population of focus? Include SUD and MOUD treatment services, harm reduction, outreach activities, and experience expanding low barrier treatment access for youth, TAY, and young adults with OUD/StUD, and/or who are at risk of	

misusing illicit substances and counterfeit pharmaceuticals often mixed with fentanyl. Provide an example. Minimum applicant experience: Two years.	
3. Cultural Responsiveness and Linguistic Appropriateness (Limit 350 words)	
How does the organization provide culturally responsive and linguistically appropriate services? What languages are available at the site(s)? Provide an example.	
4. Trauma-Informed, Strengths-Based, and Evidence-Based Approach (Limit 350 words)	
Describe the organization's approach to trauma-informed, strengths-based, and EBPs. Indicate whether these models are currently implemented or part of a future plan. Provide an example.	
5. Current Programming and Services	
a. Number of years agency has been providing OUD/StUDs services for youth, TAY, and young adults (ages 16–25).	
b. Number of years agency has been providing positive youth development programming and/or recovery supports and/or expanding low barrier treatment access for youth, TAY, and young adults (ages 16–25) with OUD/StUD, and/or who are at risk of misusing illicit substances and counterfeit pharmaceuticals often mixed with fentanyl.	
c. Does the organization currently provide MOUD for youth, TAY, and young adults (ages 16-25)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. If "Yes" Which of the following medications are made available? Check all that apply.	<input type="checkbox"/> Methadone <input type="checkbox"/> Buprenorphine <input type="checkbox"/> Naltrexone
e. Does the organization currently provide medication for other OUD/StUD treatment services for youth, TAY, and young adults (ages 16-25)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Does the organization host or partner with a youth advisory group to inform programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Does the organization have policies and procedures in place regarding timely patient enrollment in Medi-Cal or other insurance programming, if applicable? — If yes, the organization will be required to produce these documents upon grant award. If not, plans to introduce this service must be included in the implementation plan. (Section 4) .	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Current Demographics: Youth, TAY, and Young Adults Engaged and/or Served by Organization in FY 2023–2024	
a. Total number of youth, TAY, and young adults served.	
b. Gender	Number Represented
Male	
Female	
Nonbinary, Genderqueer	
Other	
Unknown	
c. Race	Number Represented

White	
Black/African American	
Hispanic/Latino/a/x	
Asian American/Pacific Islander (AA/PI)	
American Indian/Alaska Native (AI/AN)	
Multiracial	
Other	
Unknown	
d. Additional populations of focus	
With physical or mental disabilities	
Misusing opioids/stimulants or with OUD/StUD	
At high risk of opioid overdose	
Other: Please specify	
e. If the organization serves other age groups, what percent of the total served are youth, TAY, and young adults?	
f. Projected number of unduplicated youth, TAY, and young adults (ages 16–25) who will receive services as a result of this project.	

7. Organization Partnerships			
a. In the table below, list the organization’s community partners and subcontractors, their role in the project, and what their contribution will be to the project. Specify all subcontractors and key partners by name. <u>Official MOUs and/or subcontracts are required during contracting.</u>			
Community Partners			
Business Name		Role and Contribution	Current MOU in place? Not required for application but will be required for contracting.
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Subcontractors			
Business Name		Role and Contribution	Current MOU in place?

1.			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No
b. How does the organization intend to supply direct service or a pathway to direct service? How does the organization intend to further collaborate with these partners? Please share the steps that will be taken.			(Limit 350 words)
8. Organization Staffing			(Limit 350 words)
Describe the organization's staffing plan and staff qualifications for the proposed YOR CA project. What makes the individuals uniquely qualified (training, licensure, experience, etc.) to work with the focus population? Discuss the linguistic and cultural capability of the staff as it relates to the focus population. Be specific.			

Section 4: Project Implementation

1. Project Implementation Description		(Limit 350 words)
Tell us how the project will expand low barrier treatment access and reach, and engage youth, TAY, and young adults with OUD/StUD, and/or those at risk of misusing illicit substances and counterfeit pharmaceuticals often mixed with fentanyl.		
Describe: <ul style="list-style-type: none"> ▪ Specific services that will be offered. ▪ The types of settings used to reach and serve the focus population. ▪ How youth, TAY, and young adults with lived experience will be included in planning and implementation. ▪ How families will be involved. ▪ What lasting impact the organization hopes to achieve with this project. ▪ Policies and procedures in place to provide timely patient enrollment in Medi-Cal or other insurance programming, if applicable. ▪ If yes, the organization will be required to produce these documents upon grant award. If not, the organization should include this in the implementation plan. 		
2. Detailed Project Implementation Plan		
Provide a detailed Project Implementation Plan reflecting the goals and objectives identified and outlined in the Project Implementation Description. The online Project Implementation Plan template must be complete for an application to be considered for grant funding.		
Is the Project Implementation Plan complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sample Implementation Plan Template		
The fields below are meant to provide an overview of the information required in the online Project Implementation Plan.		

Purpose Statement: Two to three sentences that include a summary of the scope and purpose of work planned.				
Goals and Activities: Identify a goal for each funding period (Y1 April 2025-June 2025, Y2 July 2025-June 2026, Y3 July 2026-June 2027). Goals should be: <ul style="list-style-type: none"> • Specific – Clearly states the objective. • Measurable – Progress can be tracked and evaluated. • Achievable – Goal is realistic. • Relevant – Connects to long-term strategy and other goals. • Time-bound – Has beginning and ending dates. 				
Example Goal: “By July 2025, organization X will provide SUD navigation services to 100 youth (ages 16-17) at risk of experiencing an opioid overdose.				
Example Activities: Set up walk-in time for youth drop-in center December 2024 Identify youth peer navigators March 2025 Identify youth resources in the community March 2025				
Data Deliverables: Identify data targets for Years 1, 2, and 3, and the grant period total. If the grant does not cover certain services, put a zero in the corresponding column.				
	Year 1	Year 2	Year 3	Grant Period Total
Number of unduplicated youth contacts				
Number of unduplicated TAY contacts				
Number of unduplicated young adult contacts				
Number of ongoing clients				
Outreach, Education and Community Engagement				
Number of encounters				
Number of events				
SUD Engagement, Screening, Navigation and Referral				
Youth Contacts - Number of potential client encounters				
Youth Screened - Number of clients				
Navigation Services - Number of clients				
Navigation Services - Number of encounters				
Harm Reduction and Early Intervention				
Drop-In Center - Number of clients				
Other Structured Early Intervention Services - Number of clients				
Services for Youth Using Opioids/Stimulants				
Case Management - Number of clients				
Evaluation and Referral for MOUD - Number of encounters				
MOUD Services (Buprenorphine, Methadone, Naltrexone) - Number of Clients				
BH EBP interventions (MH & SUD Counseling) - Number of encounters				
Recovery Support - Number of clients				
Supplemental Data				
Number of Narcan kits distributed				
Number of fentanyl test strips distributed				

Number of xylazine test strips Distributed				
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Section 5: Management Plan and Sustainability

1. Organization Staffing, Workforce Recruitment, and Retention (Limit 350 words)
Detail the organization's current or planned workforce recruitment and retention. How does this support the implementation of this project?
2. Organization Structure
Create an Organizational Chart(s) illustrating how YOR California fits within the lead agency and relates to other lead agency programs. Include the relationships to subcontractors/other key partner agencies, other stakeholders, and the youth advisory group. See Section 7: Additional Required Documents to upload the chart.
3. Commitment to Project (Limit 350 words)
Describe the organization's leadership involvement and commitment to this project plan.
4. Quality Assurance, Measurement, and Compliance (Limit 350 words)
Describe the organization's ability to meet YOR California, state, and federal financial, data, and compliance requirements. How does the organization maintain quality assurance? What is the process for timely and consistent GPRA and UCLA data collection?
5. Financial Management (Limit 350 words)
How will the lead agency monitor and ensure that YOR California funds are only used for treatment and recovery services when no other funding exists? Please include the following: <ul style="list-style-type: none"> ▪ How will the organization access and leverage resources, including Medi-Cal, commercial health insurance, and in-kind services? ▪ If the organization accepts Medi-Cal for relevant services, what services are covered by Medi-Cal? ▪ How will the organization assist the focus population with enrolling in Medi-Cal? ▪ Will the organization receive other funding? ▪ Are YOR funds the primary funding source for the proposed project?
6. Sustainability (Limit 350 words)
Describe the organization's long-term sustainability plan. Describe plans to continue the work after YOR funding has ended.

Section 6: Budget

The accompanying Budget template (Attachment 1) must be uploaded in Section 7 to be considered for grant funding. Applicants must complete all tabs.

Total amount requested:

* By applying for these funds all organizations other than Tribal Entities agree to the maximum 15 percent (15%) ICR.

Section 7: Additional Required Documents

The following required documents must be provided for an application to be considered for grant funding.

- ☐ Completed Budget Template
- ☐ Resumes of program manager and other key staff (limit three pages per title – Max 5 key project staff)
- ☐ Organizational Chart
- ☐ Audited Financial Statement
- ☐ *Tribal Organizations Only — Justification of indirect costs in excess of 15 percent (15%) percent
- ☐ Letters of Support from community partners

* By applying for these funds all other organizations agree to the maximum 15 percent (15%) ICR.

Supplemental Questions: Previous YOR California Grantees Only

Previous YOR grantees applying for YOR 4 funding must respond to the questions below.		
1. Prior YOR CA Year (Select all that apply.)		
<input type="checkbox"/> YOR 1 Grantee	<input type="checkbox"/> YOR 2 Grantee	<input type="checkbox"/> YOR 3 Grantee
2. Prior YOR CA Grantee Type (Select all that apply.)		
<input type="checkbox"/> Implementation	<input type="checkbox"/> Capacity Building Only	<input type="checkbox"/> Both
3. Prior YOR CA Grant Funding		
Provide amount(s) awarded and spent out for each previous grant period.		
Grant Period	Grant Funding Amount Awarded by DHCS	Total Amount of Grant Funding Spent
<input type="checkbox"/> YOR 1 Grantee <input type="checkbox"/> YOR 2 Grantee <input type="checkbox"/> YOR 3 Grantee		
<input type="checkbox"/> YOR 1 Grantee <input type="checkbox"/> YOR 2 Grantee <input type="checkbox"/> YOR 3 Grantee		
<input type="checkbox"/> YOR 1 Grantee <input type="checkbox"/> YOR 2 Grantee <input type="checkbox"/> YOR 3 Grantee		
4. Demonstrated Strong Past Performance in Meeting Grant Goals (Limit 350 words)		
Describe how the organization met or exceeded the goals set in previous YOR grant(s). Please include specific examples of outcomes achieved, challenges overcome, and any measurable impacts on the community served.		
5. Lessons Learned from Past Funding (Limit 350 words)		

Reflecting on previous YOR grant experience, what key lessons did the organization learn?
How have these insights shaped the approach to this application?

6. Sustainability

(Limit 350 words)

How are YOR funds currently assisting the organization, and what steps will be taken to ensure that funding is no longer relied upon by the end of YOR 4? Include any partnerships or organizational plans to strengthen services and reduce reliance on YOR funding.

13. Attachment 1 — Budget Template



Mendocino County Board of Supervisors Agenda Summary

Item #: 3X)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: April 22, 2025

Department Contact: Jenine Miller, Psy.D

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Ratification of Submission of Grant Application to the County Medical Services Program for Building the Healthcare Workforce Funding; and Authorization for the Director of Health Services to Execute the Resulting Grant Agreement if Awarded, Up to \$499,999.99, for the Anticipated Project Period of Three Years

Recommended Action/Motion:

Ratify submission of grant application to the County Medical Services Program (CMSP) for Building the Healthcare Workforce (BHW) funding; authorize the Director of Health Services to execute the resulting grant Agreement if awarded, up to \$499,999.99, for the anticipated project period of three years; and authorize the Director of Health Services to sign any amendments that do not increase the maximum amount.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

With the CMSP BHW Grant Program, the CMSP Governing Board seeks to support local development and implementation of strategies, policies and pathways that foster and facilitate expansion of the healthcare workforce in CMSP counties.

The primary focus of the BHW Grant Program is to tackle the ongoing shortage of healthcare providers in CMSP counties while simultaneously expanding the number of available healthcare professionals in these areas. By addressing the varied needs across 35 counties, the program aims to reduce barriers to essential healthcare services for residents, including those utilizing CMSP, Medi-Cal, and other publicly funded health benefit programs.

BHRS created the proposed grant application for CMSP BHW funding, submitted it to the CMSP on April 1, 2025, and is now seeking Board of Supervisors ratification of application submission, and approval for the Director of Health Services to execute the grant Agreement, if awarded. Through the grant application, BHRS aims to provide interns with comprehensive training and hands-on experience in line with organizational goals and community needs, with a strong focus on increasing the peer workforce in behavioral health services.

By developing a structured program supported by experienced staff, the initiative seeks to enhance interns' skills while involving them in meaningful projects. It emphasizes building practical learning opportunities early in individuals' careers to help refine their educational and career pathways based on actual work performed in

Item #: 3X)

relevant roles. The project also aims to expand entry-level positions in peer support and community health, including field-based services in various locations. By offering stipends to individuals who may lack traditional funding sources, the initiative strives to create a skilled workforce that ensures the long-term sustainability of behavioral health services in the region.

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: CMSP

current f/y cost: Revenue: up to \$499,999.99 for the term of the grant.

budget clarification If the grant is awarded to BHRS, funds will be added to the budget and utilized according to the grant terms.

annual recurring cost: N/A

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

revenue agreement: Yes

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

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025



REQUEST FOR PROPOSALS

CMSP Building the Healthcare Workforce Grant Program

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM (CMSP)

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing healthcare services to indigent adults from the State of California to California's counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer the option of contracting with the California Department of Health Services (DHS) to provide healthcare services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. Thirty-five counties throughout California participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

CMSP members are medically indigent adults, ages 21 through 64, who meet CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal. County welfare departments located in the 35 participating counties handle eligibility for and enrollment in CMSP. All CMSP members must be residents of a CMSP county, and their income level must be less than or equal to 300% of the Federal Poverty Level (based on net non-exempt income).

In addition to CMSP, the Governing Board administers the Connect to Care Program, which was launched in December 2020 to provide primary and preventive services to documented and undocumented CMSP county residents, ages 21-64, with income levels between 138% and 300% FPL. The goal for the program is to promote timely delivery of necessary primary and preventive medical services to the target population to improve health outcomes and reduce the incidence of emergency services utilization and inpatient hospitalization. Member enrollment in Connect to Care occurs through contracted community health centers, including Federally Qualified Health Centers, Rural Health Clinics, and

Tribal Health Programs, where many program enrollees also obtain covered primary care services.

The Governing Board also currently administers two healthcare provider educational loan repayment programs (CMSP Loan Repayment Program and the Allied Healthcare Loan Repayment Program), and three grant programs (Specialty Care Access Grant, Local Indigent Care Needs Grant, and the Healthcare Infrastructure Development Matching Grant).

II. ABOUT THE CMSP BUILDING THE HEALTHCARE WORKFORCE GRANT PROGRAM

With the CMSP Building the Healthcare Workforce (BHW) Grant Program, the CMSP Governing Board seeks to support local development and implementation of strategies, policies and pathways that foster and facilitate expansion of the healthcare workforce in CMSP counties. The BHW Grant Program seeks to achieve two key goals:

- Address the chronic shortage of healthcare providers in CMSP counties, which vary by type and number across the 35 counties; and,
- Expand available healthcare providers in CMSP counties in order to reduce barriers to needed healthcare services by residents of CMSP counties, including those directly served by CMSP, Medi-Cal, and other publicly sponsored health benefit programs.

A. Eligible Lead Agency Applicants

Grant funding for healthcare workforce initiatives is available to qualifying, approved proposals from a variety of local healthcare system stakeholders in CMSP counties and specified public education institutions in CMSP counties or contiguous counties that are dedicated to educating the next generation of healthcare professionals and paraprofessionals for CMSP counties. Eligible Lead Agency applicants include:

- Hospitals in CMSP counties;
- Community Health Centers in CMSP counties;
- Tribal Health Organizations in CMSP counties;
- Nonprofit health and behavioral health organizations focused on healthcare workforce development in a CMSP county;
- County department or agency directly providing or contracting for the delivery of health, public health, and behavioral health services in a CMSP county;
- CMSP county workforce development boards; and,
- Public educational institutions providing health provider education and training, including community colleges, universities, medical schools, physician assistant schools, nursing school and dental schools

B. Program Tracks and Funding Rounds

The BHW Grant Program will be implemented through two (2) program tracks and multiple funding rounds as set forth below.

1. Track One – Coalition Planning Grants

Grant funding shall be available for qualified proposals from eligible applicants for the creation of new healthcare workforce development coalitions and/or in support of existing healthcare workforce development coalitions focused on completing the following set of activities:

- Assessing and documenting local healthcare workforce needs;
- Identifying and engaging local healthcare, county, public education, and nonprofit partners;
- Preparing a written plan of workforce development strategies designed to achieve:
1. An increase in the number of needed local health professionals; and 2. Linkage and integration of existing healthcare workforce development efforts in the county. Such plans shall be developed in alignment with Track Two grant funding options and serve as the basis for the healthcare workforce development coalition to submit a proposal for funding under Track Two – BHW Initiative grants.

BHW Coalition Planning grants of up to \$60,000 per project (or up to \$85,000 if the project serves more than one CMSP county) shall be made available to approved applicants on a one-time basis. Coalition planning efforts are expected to last no more than nine (9) months and produce a final report of activities and a BHW Initiative grant application. Coalition Planning grant funding shall be available through two (2) funding rounds of the BHW Grant Program. Total funding appropriated for Coalition Planning grants is \$2 million.

2. Track Two – Initiative Grants

Grant funding shall be available for qualified proposals from eligible applicants for the following types of activities:

- Establishing or expanding educational pathways for healthcare professions and para-professions development in high schools, community colleges, and universities;
- Establishing or expanding internships, fellowships, residencies, apprenticeships or other clinical training for health professions education for health system employers in CMSP counties, including private sector, county, and non-profit provider organizations;
- Expanding educational opportunities for enrollment of residents in CMSP counties in medical school, physician assistant (PA) school, nursing school, professional dental programs, and professional behavioral health programs through targeted recruitment and support;
- Expanding opportunities for expedited medical education in primary care and psychiatry for physicians, PAs, and nurses intending to serve rural areas of California;

- Expanding the footprint of medical school, PA school, and nursing school education in CMSP counties so that education and clinical training are provided in these counties;
- Creating new or expanded stipend or other programs for licensed healthcare providers to take on clinical training responsibilities in CMSP counties;
- Facilitating and supporting efforts of healthcare providers in CMSP counties, including county health, public health and behavioral health departments, to obtain H-1B Visa healthcare employees to address workforce shortages.
- Facilitating and supporting efforts of healthcare providers in CMSP counties to increase the community health worker and peer support specialist workforce.
- Establishing or expanding provider recruitment and retention strategies focused on any of the following: the needs of bilingual/bicultural employees; addressing racial equity; and, mitigating secondary trauma experienced by employees.

BHW Initiative grants may be made available for up to three-years for a maximum award total of up to \$450,000 if the project serves one CMSP county or \$750,000 if the initiative serves more than one CMSP county. Funding for Initiative grants shall be made available through up to four (4) RFP rounds of the BHW Grant Program. Total funding appropriated for Initiative Grants is \$12 million.

III. LEAD AGENCY APPLICANT AND PARTNER REQUIREMENTS

Coalition Planning grant and Initiative grant efforts must be focused in one or more counties that participate in CMSP. The lead applicant must be an eligible organization located in a CMSP county or a county contiguous to a CMSP county that is a part of the regional healthcare delivery market. The lead agency applicant organization and all Coalition Planning partners must be in good standing with the Governing Board. Coalition Planning grant applicants must demonstrate involvement of representatives from all of the following organizations in their coalition and planning efforts: at least one local hospital; at least one community health center; at least one public educational institution from those identified above; and at least one county agency (Health and Human Services, Health/Public Health, or Behavioral Health); and, a representative of the County's Workforce Development Board. Participation and support from coalition members shall be demonstrated by Letters of Commitment and Participation from each organization that describe the role each organization will play in the coalition.

IV. GRANT PROJECT TENTATIVE TIMELINES

The following is an anticipated timeline for the first funding round of the program and proposed release dates for future funding rounds. Timelines are tentative and subject to change at Governing Board discretion.

Applicants that need to engage partners to create or strengthen a coalition, or who need time and resources to assess and document local healthcare workforce needs, should apply for a Coalition Planning grant.

BHW Coalition Planning Grants: Round 1	
02/05/25	Round 1 RFP Released
02/25/25	RFP Assistance Webinar
03/12/25	RFP Assistance Webinar repeated
04/01/25	Grant Applications Due
05/28/25	Governing Board Review
06/01/25	Award Notices Sent
07/01/25	Grant Contracts Begin
BHW Coalition Planning Grants: Round 2	
02/05/26	Round 2 RFP Released

Applicants that are ready to implement an Initiative may apply directly for an Initiative grant without first completing a Coalition Planning Grant.

BHW Initiative Grants: Round 1	
02/05/25	Round 1 RFP Released
02/25/25	RFP Assistance Webinar
03/12/25	RFP Assistance Webinar repeated
04/01/25	Grant Applications Due
05/28/25	Governing Board Review
06/01/25	Award Notices Sent
07/01/25	Grant Contracts Begin
BHW Initiative Grants: Round 2	
07/01/26	Round 2 RFP Released
BHW Initiative Grants: Round 3	
07/01/27	Round 3 RFP Released
BHW Initiative Grants: Round 4	
07/10/28	Round 4 RFP Released

V. ALLOCATION METHODOLOGY

The Governing Board, within its sole discretion, may fund awards or not fund awards for Coalition Planning grants and Initiative grants. Total grant awards by the Governing Board may equal up to \$14 million.

A. Coalition Planning Grants

One-time awards up to \$60,000 per project (or up to \$85,000 if the project serves more than one CMSP county) may be made for Coalition Planning grants. Grant awardees are required to provide matching funds in the amount of no less than fifteen percent (15%) of the Coalition Planning grant amount. Matching funds may be hard dollars or in-kind and may be provided solely by the lead applicant or through a combination of funding sources contributed by partner agencies. No project funds shall be used for administrative and/or overhead costs not directly attributed to the project. Administrative and/or overhead expenses shall equal no more than ten percent (10%) of the Coalition Planning grant amount. Planning efforts are expected to last no more than nine (9) months and to produce a final report as well as a BHW Initiative grant application.

B. Initiative Grants

Awards may range up to \$450,000 per project (or up to \$750,000 if the project serves more than one CMSP county) for 3-year Initiative Grants. Non-educational institution grant awardees shall be required to provide hard dollar matching funds in the amount of no less than twenty-five percent (25%) of the Initiative grant amount per year. Educational institution grant awardees shall be required to provide hard dollar matching funds in the amount of no less than forty percent (40%) of the Initiative grant amount per year. Matching funds may be provided solely by the lead applicant or through a combination of funding sources contributed by partner agencies. No project funds shall be used for administrative and/or overhead costs not directly attributed to the project. Administrative and/or overhead expenses shall equal no more than 10% of the Initiative grant amount.

VI. AWARD METHODOLOGY

The Governing Board shall have sole discretion on whether to award funding for a proposal. Geographic distribution of award funds among CMSP counties will be taken into consideration. Awardees shall be selected on a competitive basis based upon responses to this RFP and approval from the Governing Board.

BHW Coalition Planning grant applications will be reviewed and scored based upon the following criteria:

1. Project Narrative (75% in total)
 - Statement of Need (5%)
 - Targeted Healthcare Provider Population(s) (10%)
 - Proposed Project/Approach (25%)
 - Evidence of Linkage with Existing Workforce Development Efforts (10%)
 - Organization and Staffing (10%)
 - Planning Grant Project Timeline (15%)
2. Budget (15%)
3. Role of Partners and Letters of Commitment and Participation (10%)

BHW Initiative grant applications will be reviewed and scored based upon the following criteria:

1. Project Narrative (65% in total)
 - Statement of Need (5%)
 - Targeted Healthcare Provider Population(s) (10%)
 - Proposed Project/Approach (25%)
 - Organization and Staffing (10%)
 - Project Implementation Plan and Timeline (15%)
2. Budget (15%)
3. Proposed Data Collection and Outcome Reporting (10%)
4. Role of Partners and Letters of Commitment and Participation (10%)

VII. APPLICATION ASSISTANCE

A. RFP Assistance Webinar Information

To assist potential applicants, two (2) RFP assistance webinars will be offered. Potential applicants are encouraged to ask specific questions regarding this RFP and the application process. Webinar information is below.

RFP Assistance Webinar

February 25, 2025, at 11:00 AM PST

[Zoom Link](#)

Webinar ID: 881 8860 6161

Zoom Password: BHW

RFP Assistance Webinar (repeated)

March 12, 2025, at 1:00 PM PST

[Zoom Link](#)

Webinar ID: 813 0387 2442

Zoom Password: BHW

B. Frequently Asked Questions (FAQ)

Responses to frequently asked questions will be posted on the Governing Board's website [HERE](#).

C. Project Contact Information

Please direct questions regarding this RFP to:

Laura Moyer, Grants Administrator
CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 ext. 110
grants@cmspcounties.org

VIII. BHW COALITION PLANNING GRANT PROPOSAL FORMAT AND REQUIREMENTS

This section only applies to applicants applying for a BHW Coalition Planning grant. Applicants that wish to apply for a BHW Initiative grant should proceed to Section IX.

The CMSP Governing Board expects that, through the Coalition Planning process, planning efforts will be designed to support the development of a BHW Initiative grant application for future submission.

A. Application Cover Sheet (Excel template)

Using the template provided, please include the applicant's name, address and email contact information. The application cover sheet is an Excel template available for download at the Governing Board's website [HERE](#).

B. Project Plan and Summary (Word Template)

Complete a Project Plan and Summary that describes key elements of the proposed project concisely including its objectives, approach, workforce need(s) to be researched, location(s) where need is demonstrated, profession(s) to be targeted, coalition partners and their roles, planned data sources, measures of success and anticipated outcomes. The Project Plan and Summary is a Word template available for download at the Governing Board's website [HERE](#).

C. Coalition Planning Grant Narrative (Word document, no longer than 8-pages)

Create a Narrative that includes:

1. Clear Statement of Workforce Need Within County

All Coalition Planning grants must focus on identified healthcare workforce shortage(s) and one or more targeted healthcare professions (or para-professions) needed in the county or counties. Please provide a description of the proposed target healthcare profession(s) and the questions and/or issues planning efforts seek to address. In the context of the selected target profession(s), please specify the goals of the planning effort and how these goals align with the goals set by the Governing Board for the BHW Grant Program overall (see Section II).

Please provide relevant background information relating to the proposed county or counties to be served, unique features of these jurisdictions, and any other pertinent information that helps shape the healthcare provider shortage identified in the county or counties. Applicants should use county-level and/or community-level data to demonstrate need, among other sources.

2. Local Healthcare Delivery System Context

Please identify and describe the main strengths and shortcomings of the healthcare delivery system in the county or counties identified in the proposal, along with any foreseen challenges to the delivery system in the coming years. Describe the lead agency, all Coalition planning partners, and their current roles in or association with the delivery system. Identify additional organizations and/or agencies the lead agency wishes to establish relationships with through the planning process.

3. Description of Proposed Coalition Planning Project

This section should identify which one or more healthcare profession(s) is the subject(s) of the planning effort. Further, this section should discuss the proposed activities to be

performed in the Coalition planning project and clearly describe all steps necessary for the planning effort to be effectively completed and produce an Initiative grant program proposal. Finally, this section should describe how the planning effort will facilitate linkage and integration of existing healthcare workforce development efforts in the county or counties.

4. Organization and Staffing

This section should describe and demonstrate the lead applicant's organizational capability to bring local stakeholders together to undertake a planning process that leads to the development of an Initiative grant proposal. It should:

- Clearly outline and delineate the roles and responsibilities of the applicant organization(s) and key partners in relation to the planning effort;
- Provide a basic organizational chart and description of organizational structure for the lead applicant agency; and,
- Identify a lead agency project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with partners.

D. Coalition Planning Work Plan (Excel template)

Using the template provided, make a Coalition Planning Work Plan that lists all planned activities and a timetable for their completion. The Coalition Planning Work Plan is an Excel document available for download at the Governing Board's website [HERE](#).

E. Budget and Budget Narrative (Excel template)

Using the template provided, create the Coalition Planning grant budget. Detail all expense components that make up total operating expenses and the source(s) of in-kind and/or cash match funding. Describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. No project funds shall be used for administrative and/or overhead costs not directly attributed to the project. Administrative and/or overhead expenses shall equal no more than 10% of the total award amount.

The Budget template is available as an Excel spreadsheet for download [HERE](#).

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

F. Letters of Commitment and Participation (PDF documents)

Coalition Planning grant applicants must demonstrate involvement of representatives from all the following organizations in their coalition and planning efforts:

- At least one local hospital;
- At least one community health center or rural health clinic;

- At least one public educational institution of higher learning, including community colleges and universities, and medical schools, physician assistant schools, nursing schools, and dental schools;
- At least one county agency (Health and Human Services, Health/Public Health, or Behavioral Health), from each county to be served by the plan; and,
- The County Workforce Development Board, from each county to be served by the plan.

Participation and support from coalition members shall be demonstrated by Letters of Commitment and Participation from each organization that describe the role each organization will play in the coalition planning effort.

Each Letter of Commitment and Participation shall be submitted as a PDF. A template to use as a guide is available for download [HERE](#).

All Letters of Commitment and Participation must be submitted as a part of the application. Any letters submitted outside of the application will **not** be considered in scoring the application.

G. Grant Proposal Signature Page (PDF template)

The grant proposal must be signed by the applicants' authorized signatory using the required Grant Proposal Signature Page template, which is available for download [HERE](#).

IX. BHW INITIATIVE GRANT PROPOSAL FORMAT AND REQUIREMENTS

This section only applies to applicants applying for a BHW Initiative grant. Applicants that wish to apply for a BHW Coalition Planning grant should refer to Section VIII.

A. Application Cover Sheet (Excel template)

Using the form provided, please include the applicant's name address, telephone, and e-mail contact information. The application cover sheet is an Excel document available for download at the Governing Board's website [HERE](#).

B. Project Plan and Summary (Word template)

Complete a Project Summary that describes key elements of the proposed project concisely including identified healthcare provider needs to be addressed, project objectives and approach, location(s) where need is demonstrated, profession(s) to be targeted, measures of success, anticipated outcomes and key project partners. The Project Plan and Summary is a Word template available for download at the Governing Board's website [HERE](#).

C. Initiative Grant Proposal Narrative (Word document, no longer than 10-pages)

Create a Narrative that includes:

1. Clear Statement of Workforce Need Within County

All Initiative grants must focus on identified healthcare workforce shortage(s) and one or more targeted healthcare professions and/or para-professions needed in the county or counties. Please provide a description of the proposed target profession(s) and/or para-professions and the specific strategy(ies) that will be used to increase the number of these healthcare providers that will serve the county or counties. In the context of the selected target profession(s), specify how the initiative will fulfill the CMSP Governing Board's goals for the BHW Grant Program (see Section II).

Please provide relevant background information relating to the proposed county or counties to be served, any unique features of these jurisdictions, the healthcare market, and any other pertinent information that explains the healthcare provider shortage identified in the county or counties. Applicants should use county-level and/or community-level data to demonstrate need, among other sources.

Describe the role(s) of each partner engaged in the Initiative grant project, their promised contributions to the project and their commitment over the life of the project. Describe the expected impact on the identified professional shortage as a result of the initiative and provide concrete estimates of the expected impacts. For example, such impacts* could include:

- Number of new medical or new nursing students from CMSP counties to be recruited and educated;
- Number of new community college or university students from CMSP counties introduced to health careers and provided support to pursue a health profession or para-profession;
- Number of new clinical placements developed for medical, physician assistant, nursing or behavioral health training;
- Number of new providers (by type) with practice rotations in CMSP counties; and,
- Number of high school students reached through healthcare professions programs.

*Note: This list is for demonstration purposes only. It is not intended to be definitive or limiting.

2. Local Healthcare Delivery System Context

Please identify and describe the main strengths and shortcomings of the county or counties healthcare market, along with any foreseen challenges in the healthcare delivery system anticipated in the coming years. Describe the lead agency and all key Initiative project partners and their current roles associated with the healthcare delivery system.

3. Description of Proposed Project

Describe the proposed activities to be performed in the Initiative. This section should be used to clearly present all steps necessary for successful development, implementation, and operation of the proposed project. This section also must identify which one or more healthcare professions is the subject(s) of the initiative. All plans and activities discussed should correspond with the plans listed in the Project Plan and Summary (see Section IX B above) and items in the Initiative Work Plan (see Section IX D below).

4. Organization and Staffing

This section should describe and demonstrate organizational capability to develop, implement, operate, collect data and report on the proposed project. Additionally, the information provided should clearly delineate the roles and responsibilities of the applicant organization and key partners and include the following:

- An organizational chart and description of organizational structure, lines of supervision, and management oversight for the proposed project, including oversight and evaluation of consultants and contractors;
- Identification of a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners; and,
- The roles, qualifications, expertise, and auspices of key personnel.

D. Initiative Work Plan (Excel template)

Using the template provided, make an Initiative Work Plan that lists all planned activities and a timetable for their completion. The Initiative Work Plan is an Excel document available for download at the Governing Board's website [HERE](#).

E. Data Collection and Reporting (Word or Excel)

Create an Excel or Word document detailing the plan for data collection, data analysis and outcome reporting that specifies the data that will be collected, retrieved and reported upon, who will collect it, when it will be collected and how that data will be used to document the outcomes expected to be achieved through the Initiative .

F. Budget and Budget Narrative (Excel template)

Using the template provided, create the Initiative grant budget. Detail all expense components that make up total operating expenses and the source(s) of cash match funding. Describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. No project funds shall be used for administrative and/or overhead costs not directly attributed to the project. Administrative and/or overhead expenses shall equal no more than 10% of the total award amount.

The Budget template is available as an Excel spreadsheet for download [HERE](#).

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

G. Letters of Commitment and Participation (PDF)

Letters of Commitment and Participation will be utilized in scoring. Letters should detail the key partner's understanding of the proposed project and their organization's role in the project. BHW Initiative grant proposals must have Letters of Commitment and Participation from all the following:

- At least one local hospital;
- At least one community health center or rural health clinic;
- At least one public educational institution of higher learning, including community colleges and universities, and medical schools, nursing schools, and dental schools dedicated to preparing the next generation of professional healthcare providers.
- At least one county agency (Health and Human Services, Health/Public Health, or Behavioral Health), from each county to be served by the plan.
- County Workforce Development Board from each county to be served by the plan.

Each Letter of Commitment and Participation shall be submitted as a PDF. A template to use as a guide is available for download [HERE](#).

All Letters of Commitment and Participation must be submitted as a part of the application. Any letters submitted outside of the application will **not** be considered in scoring the application.

H. Grant Proposal Signature Page (PDF template)

The grant proposal must be signed by the applicants' authorized signatory using the required Grant Proposal Signature Page template, is available for download [HERE](#).

X. APPLICATION INSTRUCTIONS

This section applies to both BHW Coalition Planning Grant and Initiative Grant Applications.

- A. All grant applications must be complete at the time of submission and must follow the required format and use the templates provided:
 1. The font must be Arial, size 12 point.
 2. Text must appear on a single side of the page only.
 3. Assemble each required document within the page number limits listed in the Proposal Format & Requirements sections.
 4. Clearly paginate each submitted document.
 5. Any templates provided by CMSP meet the required form and format.
- B. The application shall be signed by a person with the authority to legally obligate the Applicant.

- C. Submit an electronic copy of the following application components in one email:
- Application Cover Sheet (Excel template)
 - Project Plan and Summary (Word template)
 - Grant Narrative (Word document)
 - Workplan (Excel template)
 - Data Collection and Reporting (Word or Excel document, Initiative applicants only)
 - Budget and Budget Narrative (Excel template)
 - Letters of Commitment and Participation (PDF documents)
 - Grant Proposal Signature Page (PDF template)
- D. Do not provide any materials that are not requested, as reviewers will not consider the materials.

Complete proposals responding to this RFP must be received by April 1, 2025, no later than 3:00 PM PST via email to grants@cmspcounties.org.

XI. GENERAL INFORMATION

- A. All applications become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.
- B. Any costs incurred by the responding Applicant for developing a proposal are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFP.
- C. Proposals may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, the Governing Board may treat all information submitted by a responding Applicant as a public record. The Governing Board makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked “confidential,” “proprietary,” etc.
- D. The Governing Board reserves the right to do the following at any time, at the Governing Board’s sole discretion:
1. Reject any and all applications or cancel this RFP.
 2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any application.
 3. Request that certain or all Applicants supplement or modify all or certain aspects of their respective applications or other materials submitted.
 4. Modify the specifications or requirements for the grant program in this RFP, or the required contents or format of the applications prior to the due date.
 5. Extend the deadlines specified in this RFP, including the deadline for accepting applications.
 6. Award, or not award, any amount of grant funding to any applicant.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3y)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: April 22, 2025

Department Contact: Charlotte Scott

Phone: (707) 234-6885

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement (Amendment to Purchasing Agent Agreement No. PA 24-77) with LexisNexis in the Amount of \$127,800 for a New Agreement Total of \$157,260 and Extending Termination Date from August 31, 2025, to August 31, 2030

Recommended Action/Motion:

Approve Agreement (Amendment to Purchasing Agent Agreement No. PA 24-77) with LexisNexis in the amount of \$127,800 for a new agreement total of \$157,260; extending the termination date from August 31, 2025, to August 31, 2030; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

County Counsel actively utilizes LexisNexis on a daily basis for mandatory legal research. It is critical that our attorneys have updated legal research available at all times. As our current agreement is due to expire after 8/31/25, we are requesting to amend our agreement with LexisNexis for an additional five years. We have removed one title from our current Lexis agreement as it is now available through a separate contract with Continuing Education of the Bar ("CEB") which provides all digital CEB content electronically.

Alternative Action/Motion:

Do not approve and provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

Item #: 3y)

source of funding: CO-862227

current f/y cost: \$22,320

budget clarification: N/A

annual recurring cost: \$127,800 (9/1/25-8/31/30)

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-029





AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - TERM)

"Subscriber" Name: Mendocino County Counsel
Account Number: 10001Y4JZ
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	11
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- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.
- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
Lexis Create for US Markets (Incl. Transactional & Litigation)	1545335	11
CA Verdicts & Settlements	1010070	11
All Briefs, Pleadings & Motions	1010612	11

CA Practice Library	1010630	11
Federal Procedure & Practice Library	1010655	11
CA Jury Instructions	1011402	11
All Witkin Library	1011517	11
CA Enhanced with Full Federal	1011566	11
Lexis+™ Practical Guidance - State & Local Government	1534660	11

- 3.2. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2025 - 8/31/2026	\$1,926
9/1/2026 - 8/31/2027	\$2,023
9/1/2027 - 8/31/2028	\$2,125
9/1/2028 - 8/31/2029	\$2,232
9/1/2029 - 8/31/2030	\$2,344

- 3.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
 (Initial)

- 3.4. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

- 3.5. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Mendocino County Counsel	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Charlotte Scott
Job Title:	County Counsel
Date:	04/07/2025

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	Zachary Thurston <small>Digitally signed by Zachary Thurston Date: 2025.03.31 14:36:35 -04'00'</small>
Name:	Zachary Thurston
Job Title:	Pricing Analyst
Date:	3/31/2025

Customer Information (please print or type)			
Organization Name (full legal name)		Mendocino County Counsel	
Billing Frequency		<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	First & Last Name	Email Address
PO Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	PO #	
MSA # if applicable			

"Subscriber": Mendocino County Counsel	"LN": LexisNexis, a division of RELX Inc.
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This Lexis Create Addendum (the **"Addendum"**) between LN and Subscriber is intended to revise the LN subscription agreement (the **"Agreement"**) previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below. It is expressly understood by Subscriber that Lexis Create cannot be accessed unless the Subscriber has an existing subscription to Lexis®, Lexis+® or Lexis+ AI™. This Addendum therefore serves to supplement and is hereby appended to the Agreement to provide Lexis Create features and content.

LN and Subscriber agree to supplement the Agreement as follows:

1. TECHNICAL REQUIREMENTS

Lexis Create is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft® Word. In order to use Lexis Create, Subscriber must (a) have a paid-up license to the requisite Microsoft® Office software; and (b) meet the technical requirements specified on the Lexis Create download site (<https://appssource.microsoft.com/en-gb/product/office/WA200004714>) or the proper operation of the Software (collectively, the "System Requirements").

2. LICENSE

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis Create. LN retains all right, title, and interest in and to Lexis Create, and any intellectual property embodied therein. All access to and use of LN content via Lexis Create shall be subject to the terms set forth in the Subscription Agreement.

3. INSTALLATION

In order to access Lexis Create, Lexis Create must be installed on Subscriber's system. LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. Subscriber will not receive any transfer of tangible personal property. All installations will be implemented through electronic retrieval by Subscriber of the software that is hosted on the Microsoft AppSource website. Subscriber will download the software at an individual desktop level by individual users or on a network level by an IT administrator. There are no installation charges and no separate integration services agreement.

4. FUNCTIONS

Subscriber acknowledges and agrees that, for certain functions, the Microsoft® Word documents ("Subscriber's Work") that it selects to be analyzed by Lexis Create will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention. LN does not automatically save, or store Subscriber's Work unless an Authorized User utilizes Snippets.

5. SNIPPETS


Lexis Create contains a feature that allows Authorized Users to save Materials made available by LN and user generated content ("Snippets") that are associated solely with their respective LN IDs. Snippets shall be considered Folders, as defined in the LN General Terms and Conditions ("General Terms") and subject to the General Terms.

6. MISCELLANEOUS

Except as expressly revised in this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Addendum and the Agreement, this Addendum will control.

LN's acceptance of this Addendum may be evidence by LN's fulfillment of this Addendum and the Agreement to which this Addendum supplements.

AGREED TO AND ACCEPTED BY:

Subscriber:	Mendocino County Counsel
	<small>(Must be completed by Subscriber)</small>
Authorized Subscriber Signature:	
Name:	Charlotte Scott
Job Title:	County Counsel
Date:	04/07/2025

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Charlotte Scott

DEPARTMENT HEAD

DATE

04/07/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 1210

Line Item: 862227

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: SEE PAGE 3

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Relx Inc. DBA LexisNexis

28544 Network Place

Chicago, IL 60673-1285

COUNTY OF MENDOCINO

By: John Haschak

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025

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

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arcie
Deputy 04/22/2025

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: Arcie
Deputy 04/22/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton

COUNTY COUNSEL

Date: **04/07/2025**

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: **04/07/2025**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO or Designee

Date: **04/07/2025**

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

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 3Z)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: April 22, 2025

Department Contact: Cherie Johnson

Phone: 707-234-6600

Department Contact: Brandy Dalzell

Phone: 707-234-6600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 2560 (Probation), Add 1.0 FTE Staff Services Administrator, \$74,048.00 - \$90,022.40/Annually; Delete 1.0 FTE, (Position No. 3309) Supervising Legal Secretary, \$50,544.00 - \$61,443.20/Annually

Recommended Action/Motion:

Adopt Resolution amending the Position Allocation Table as follows: budget unit 2560 (Probation), add 1.0 FTE Staff Services Administrator, \$74,048.00 - \$90,022.40/annually; delete 1.0 FTE, (Position No. 3309) Supervising Legal Secretary, \$50,544.00 - \$61,443.20/annually; 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.

The Supervising Legal Secretary position has expanded significantly to include more complex administrative and technical work than the current classification. In addition to the current Supervising Legal Secretary duties, this position also includes designation of the department's Agency CLETS (California Law Enforcement Telecommunication System) Coordinator. This is a highly technical and complex role. The CLETS Coordinator is responsible for ensuring compliance with DOJ/FBI policies and regulations including validation requirements, as well as facilitating the exchange of CLETS administrative information between DOJ and the department. The position is also responsible for the annual DOJ audit, including ensuring any corrective actions are implemented, and overseeing compliance with employee annual training requirements.

Additionally, this position is part of the design, conversion, and implementation team for our new case management system through Tyler Technologies. This has been a very technical and complex process involving the design and function of the new systems, as well as the transition of data from the current system to the new system. It has also been an integral part of the training process for the new case management system. This position will continue to play a lead role in the administration, design, modification, and

Item #: 3Z)

maintenance of the system going forward. This process has required and will continue to require a high degree of analytical work in collaboration with the department's Department Analyst II, the county's IT department, department management, and the systems provider.

The impact below for this fiscal year is calculated at step 5 and includes the cost of benefits. The recurring cost shown below is calculated at step 5, including the cost of benefits.

Alternative Action/Motion:

Do not adopt recommendation and direct staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 2560

current f/y cost: \$7,475 *(includes cost of benefits)*

budget clarification: Department to work with fiscal.

annual recurring cost: \$153,039 *(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

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-070



RESOLUTION NO. 25-070

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 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
Amend Position Allocation Table, Budget Unit 2560				
ADD 1.0 FTE				
Staff Services Administrators		2942	101 - SEIU	\$35.60 - \$43.28
DELETE 1.0 FTE, Position No. 3309				
Supervising Legal Secretary		2430	101 – SEIU	\$24.30 - \$29.54

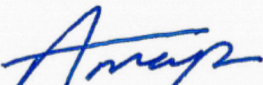
The effective date of this Resolution shall be April 27, 2025, to coincide with the beginning of Pay Period 10-25.

The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor Williams, and carried this 22nd 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. 25-070

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 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
Amend Position Allocation Table, Budget Unit 2560				
ADD 1.0 FTE				
Staff Services Administrators		2942	101 - SEIU	\$35.60 - \$43.28
DELETE 1.0 FTE, Position No. 3309				
Supervising Legal Secretary		2430	101 – SEIU	\$24.30 - \$29.54

The effective date of this Resolution shall be April 27, 2025, to coincide with the beginning of Pay Period 10-25.

The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor Williams, and carried this 22nd 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

Item #: 3aa)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: April 22, 2025

Department Contact: Denise Bartolomei

Phone: 234-6600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Proclamation Recognizing April 20 - 26, 2025, as Volunteer Appreciation Week in Mendocino County

Recommended Action/Motion:

Adopt Proclamation recognizing April 20 - 26, 2025, as Volunteer Appreciation Week in Mendocino County; and authorize Chair to sign the same.

Previous Board/Board Committee Actions:

The Board of Supervisors routinely adopts Proclamations recognizing special events and meritorious achievements.

Summary of Request:

The County established a Volunteer Program in April 2012, with the adoption of Policy No. 46 - Mendocino County Volunteer Policy. Initially, the program was managed through a contract with a local volunteer management agency, and in July 2024, Human Resources transitioned the program in-house.

Human Resources is requesting the Mendocino County Board of Supervisors recognizes April 20- 26, 2025, as Volunteer Appreciation Week in honor of the individuals who generously donate their time throughout our community.

In 2024, 415 dedicated volunteers generously donated 7,140 hours to County departments. Their invaluable contribution impacts our community, and we extend gratitude to each volunteer for this unwavering support.

Alternative Action/Motion:

N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3aa)

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: No

CEO Liaison: Executive Office

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Adopted**

Date: April 22, 2025



PROCLAMATION

OF THE

MENDOCINO COUNTY BOARD OF SUPERVISORS

RECOGNIZING APRIL 20-26, 2025, AS VOLUNTEER APPRECIATION WEEK IN MENDOCINO COUNTY

WHEREAS, National Volunteer Appreciation Week, observed from April 20-26, 2025, is a time to honor the thousands of individuals who selflessly dedicate their time and talents to strengthening their communities; and

WHEREAS, throughout this week, communities across the nation come together to recognize the invaluable contributions of volunteers and to express gratitude for their unwavering commitment to service; and

WHEREAS, since its establishment in 1974, National Volunteer Appreciation Week has grown significantly, celebrating the immense impact of volunteers nationwide, while inspiring all Americans to give back and lend a helping hand wherever there is need; and

WHEREAS, the County of Mendocino is fortunate to have a dedicated and compassionate volunteer force that generously contributes countless hours to supporting County departments and offices, enriching our community;

WHEREAS, National Volunteer Appreciation Week serves as a reminder of our gratitude for the volunteers of the County of Mendocino for their dedication, generosity, and positive impact; and

WHEREAS, the County of Mendocino Board of Supervisors encourages all residents to actively engage in volunteer service, recognizing that even the smallest act of kindness can make a meaningful difference in the lives of others.

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

“Volunteer Appreciation Week”

Dated:

John Haschak, Chair



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ab)

To: BOARD OF SUPERVISORS

From: Public Defender

Meeting Date: April 22, 2025

Department Contact: Mick Hill

Phone: 707-234-6950

Department Contact: Pati Kelly

Phone: 707-234-6950

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of CARE Court Funds Agreement Authorizing the Public Defender to Enter into an Agreement in the Amount of \$37,500 Designated for the Public Defender, for the Period of July 1, 2024, to January 1, 2026, Pursuant to CARE Court Funds Agreement Administered by the State Bar

Recommended Action/Motion:

Approve CARE Court Funds Agreement authorizing the Public Defender to enter into an Agreement in the amount of \$37,500 designated for the Public Defender, for the period of July 1, 2024, to January 1, 2026, pursuant to CARE Court Funds administered by the State Bar; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Public Defender requests approval of the CARE Court Funds Agreement, administered by the State Bar. There is no matching requirement on the part of Mendocino County. Grant period is from July 1, 2024, to January 1, 2026. In the amount of \$37,500.00 designated for the Public Defender.

Alternative Action/Motion:

Do not adopt agreement and return with direction for 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: State Bar

current f/y cost: None

Item #: 3ab)

budget clarification: None

annual recurring cost: None

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

revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-030



Mendocino County Public Defender's Office

FUNDS AGREEMENT

THE STATE BAR OF CALIFORNIA

**OFFICE OF ACCESS & INCLUSION – CARE COURT FUNDS
2024 - 2025**

This Funds Agreement ("Agreement") is made as of July 1, 2024, ("Effective Date") between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 ("State Bar"), and Mendocino County Public Defender's Office, a county public defender office or equivalent entity funding public defender services on behalf of a county, with a principal place of business at 175 S. School St. Ukiah, CA 95482 ("Recipient"). This Agreement sets forth the terms and conditions for receiving the Funds. State Bar and Recipient are sometimes hereinafter referred to individually as a "Party," and together as the "Parties."

RECITALS

- A. Pursuant to California Business and Professions Code Section 6210-6228 ("Act"), and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California ("Rules"), a Legal Services Trust Fund Program ("Program") has been established in the State of California. The Office of Access & Inclusion administers the Program. The Program includes an Equal Access Fund ("Fund") that is funded pursuant to the annual California Budget Act and the Uniform Civil Fees and Standard Fee Schedule Act of 2005 ("Fee Schedule Act").
- B. In 2022, Senate Bill 1338 ("S.B. 1338") was enacted, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987), as amended in 2023 by Senate Bill No. 35 ("S.B. 35"). In 2024, Assembly Bill No. 107 ("A.B. 107") was enacted, allocating \$16,750,000 ("CARE Court Fund") to be distributed by the Judicial Council of California through the State Bar via grant awards to qualified legal services projects and unawarded funds, if any, to public defenders to provide legal counsel pursuant to subdivision (c) of Section 5976 of the Welfare and Institutions Code for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans by December 1, 2024 ("CARE Court Legal Services"). The CARE Court Fund was to be distributed by the State Bar to qualified legal services projects who were found to be eligible through a competitive grant process. After which, the Legal Services Trust Fund Commission shall provide any funds not awarded to qualified legal services projects for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans in each county to that county's public defender office to provide those services.
- C. Recipient is a county public defender office that will provide—or, where a county has no public defender office, a county office designating a county public defender equivalent entity that will provide (e.g., contract) for—representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans.
- D. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good

Mendocino County Public Defender's Office

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENTS

1. Pursuant to A.B. 107, S.B. 104, S.B. 1338, S.B. 35 the Act, Rules, and Fund, and in reliance upon the promises and representations made by Recipient, the State Bar provides to Recipient \$37,500.00 ("Funding Amount").
2. The funding period will commence on October 1, 2024 ("Start Date") and end on January 1, 2026 ("End Date," with the period from the Start Date to the End Date known as the "Funding Period"). Recipient must be available to be appointed to represent respondents in CARE Act proceedings in the County of Mendocino for the period of October 1, 2024, to January 1, 2026.
3. The Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, including reporting to the State Bar all expenditures, outcomes, and other data necessary pursuant to Welfare and Institutions Code sections 5984, 5985, and 5986. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program and the Fund (collectively, "Directives") including without limitation, any Directive adopted after the Effective Date. Recipient further agrees to comply with all applicable state and federal civil rights and anti-discrimination laws, including but not limited to the Fair Employment and Housing Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
4. Recipient represents and warrants that its Chief Public Defender or similarly empowered staff have read and understand this Agreement, the Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, and Rules. Recipient has familiarized appropriate staff with the requirements of this Agreement, the Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, and the Rules.
5. Pursuant to Welfare and Institutions Code section 5981.5(b), the State Bar will retain control over the distribution of the Funding Amount to Recipient. It will pay the Funding Amount in one installment to be paid as soon as reasonably practicable after the Start Date. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.
6. Termination.
 - a) Notwithstanding any other provision of this Agreement regarding the payment of the Funds, Recipient acknowledges that the Funding Amount and all payments thereof shall be made from funds received by the State Bar pursuant to A.B. 107 ("State Funding"), and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. Consequently, Recipient shall not be guaranteed any specific dollar amount in funds, or any funds at all, if funds received pursuant to State Funding are insufficient or unavailable to the State Bar. This Agreement shall terminate automatically if State Funding becomes unavailable. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Funding Amount or any part thereof that results because funds are insufficient or unavailable.

Mendocino County Public Defender's Office

- b) The State Bar may terminate for cause, without prejudice to State Bar's right to recover any Funding Amount previously paid, if Recipient fails to comply with the provisions of this Agreement. The termination shall be effective five (5) business days after the State Bar sends written notice of termination to Recipient pursuant to Section 22.
- c) This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.
- 7. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Funding Amount or beyond the end of the Funding Period.
- 8. Recipient shall spend the Funding Amount for the purposes and in the manner set forth in A.B. 107 and S.B. 1338.
- 9. Recipient will notify the State Bar within five (5) business days after any change in any material fact affecting Recipient's eligibility to receive funds.
- 10. Recipient will not make any misrepresentations or misstatements of fact in any communications or report to the State Bar. In the event Recipient later discovers that any statement made to the State Bar is no longer true, Recipient will notify the State Bar within five (5) business days after discovering that the statement is no longer true.
- 11. Recipient will notify the State Bar within five (5) business days of Recipient's awareness of any of the following events: (1) a decision to change Recipient's name, merge or consolidate with another entity, cease operations, or cease the activities funded by the Funding Amount; (2) a decision to close or relocate any main or branch office; (3) significant management changes, including the departure of and/or hiring or appointment of the Chief Public Defender or equivalent position; (4) Recipient becomes insolvent or is in danger of becoming insolvent within three months; (5) a monetary judgment, settlement, sanction, penalty, or force majeure event that will substantially impact Recipient's delivery of legal services; (6) Recipient or any of Recipient's officials (e.g., officers and executive team members) or employees with control over finances or financial management responsibilities is investigated for or charged with fraud, misappropriation, embezzlement, theft, or any similar offense, or are suspended, disciplined, or delicensed by a bar or other professional licensing organization; or (7) Recipient is investigated or audited by any provider of funds to Recipient.
- 12. The Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, and Directives set forth requirements concerning the use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipients shall take reasonable steps to monitor the compliance of any providers of Subcontracted Services with the requirements of the Program and this Agreement. Recipients shall immediately report to the State Bar any noncompliance by any providers of Subcontracted Services with the requirements of the Program and/or this Agreement. Recipient assigns to the State Bar all rights that Recipient has or shall acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 15 above.

Mendocino County Public Defender's Office

13. Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.
14. Any notices to be given by either Party to the other must be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the Parties at the addresses stated below:

State Bar: The State Bar of California
 180 Howard Street
 San Francisco, California 94105-1617

Attention: Doan Nguyen, Program Director
 Office of Access & Inclusion
 doan.nguyen@calbar.ca.gov

Recipient: Mendocino County Public Defender's Office
 175 S. School St.
 Ukiah, CA 95482
 hillm@mendocinocounty.gov

Attention: Mick Hill
 Public Defender

Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Section. Such changes in address for purposes of giving notice will be effective two (2) weeks after giving notice of the change in address.

15. This Agreement, together with the Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, Directives, and Attachment A contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101 and supersedes all prior negotiations, representations, or agreements regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. A.B. 107, either written or oral.
16. The Recipient shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State Bar. This Agreement shall be binding upon agents and successors of both Parties.
17. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties.
18. This Agreement was made and entered into by the Parties in the State of California and shall be construed according to the laws of the State of California. Any action or suit brought to interpret, construe, or enforce the provisions of this Agreement shall be commenced in the

Mendocino County Public Defender's Office

Superior Court of the State of California, in and for the County of San Francisco.

19. Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it, and agree to be bound by it.
20. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent or waiver by one Party to a breach of this Agreement by the other Party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.
21. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
22. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.

[Signatures Follow]

Mendocino County Public Defender's Office

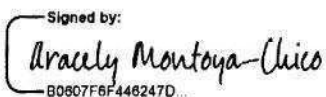
By executing this Agreement below, the Parties agree to its terms and conditions. This Agreement has been executed and delivered by the duly authorized representatives of State Bar and Recipient as of the date first written above.


STATE BAR OF CALIFORNIA

RECIPIENT

Date: 10/9/2024 | 2:51 PM PDT

Date: 10/8/2024 | 3:06 PM PDT

By: 
Signed by:
B0807F6F446247D...

By: 
Signed by:
9D8C7715E7214C1...

Aracely Montoya-Chico

Mick Hill

Name of State Bar Executive Officer

Print Name of Person Authorized to
Sign for Recipient

Chief Financial Officer

Public Defender

Title of State Bar Executive Officer

Print Title of Person Authorized to Sign
for Recipient

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature]
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2080

Line Item: 826163

Grant: ☒ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: [Signature]
Date: 2/25/2025 | 3:40 PM PST

NAME AND ADDRESS OF CONTRACTOR:

State Bar of California

Attn: Doan Nguyen, Program Director, Office of Access and Inclusion

180 Howard Street

San Francisco, CA 94105

COUNTY OF MENDOCINO

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

Date: 04/22/2025

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

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 04/22/2025

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 04/22/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL
Date: 01/29/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/29/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 01/29/2025

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



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ac)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: April 22, 2025

Department Contact: Rob Fitzsimmons

Phone: 707-234-6650

Department Contact: Julia Krog

Phone: 707-234-6650

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of the Department of Planning and Building Services Housing Element and General Plan Annual Progress Reports for 2023 and 2024 to Facilitate Compliance with Housing and Community Development's and the Governor's Office of Land Use and Climate Innovation's Annual Submittal Requirements

Recommended Action/Motion:

Approve the Housing Element and General Plan Annual Progress Reports for 2023 and 2024 to facilitate compliance with Housing and Community Development's and the Governor's Office of Land Use and Climate Innovation's annual submittal requirements.

Previous Board/Board Committee Actions:

On May 23, 2023, the Board approved the 2022 Housing Element Annual Progress Report (APR) and Combined 2021-2022 General Plan APR.

Summary of Request:

Each jurisdiction is required to create annual reports on the status and progress in implementing the General Plan and on the Housing Element more specifically. The reports must be submitted to HCD and the Governor's Office of Land Use and Climate Innovation (formerly known as OPR) annually. The Housing Element APR forms and tables must be reviewed and submitted pursuant to Government Code section 65400 in order to remain compliant with State regulations. These reports have been submitted to the relevant State agencies but must also be reviewed and approved by the local legislative body (i.e. the Mendocino County Board of Supervisors), hence this request. The reports can be updated and resubmitted to the State should the Board desire changes be made.

Alternative Action/Motion:

Provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At : N/A

Item #: 3ac)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

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

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025



Please Start Here

General Information	
Jurisdiction Name	Mendocino County - Unincorporated
Reporting Calendar Year	2023
Contact Information	
First Name	Rob
Last Name	Fitzsimmons
Title	Planner II
Email	fitzsimmons@mendocinocounty.org
Phone	7072346650
Mailing Address	
Street Address	860 N Bush St
City	Ukiah
Zipcode	95482

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_2_15_24

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2023 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2023

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	docino County - Unincorporated	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	08/15/2019 - 08/15/2027

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	52
Above Moderate		59
Total Units		111

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	1	1
Single-family Detached	0	66	45
2 to 4 units per structure	0	2	2
5+ units per structure	0	1	1
Accessory Dwelling Unit	0	25	14
Mobile/Manufactured Home	0	16	18
Total	0	111	81

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	110	111

Housing Applications Summary	
Total Housing Applications Submitted:	88
Number of Proposed Units in All Applications Received:	89
Total Housing Units Approved:	48
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	88	89
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	48
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Humboldt County Unincorporated	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	8th Cycle	09/15/2019 - 09/15/2027

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes	
1					2	3	4	5						6		7	8	9	10		11	12	13
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4.5+ADU,MH)	R=Renters O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provisions the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	46	43	89	48	0					
	1671100100	300 GOLD GULCH RD, UKIAH		BU_2023-0097	SFD	O	1/28/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1673101800	6180 EAST SIDE CALPELLA RD, CALPELLA		BU_2023-0070	MH	O	1/20/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1301401200	30251 PHILO GREENWOOD RD, ELK		BF_2023-0088	SFD	O	2/14/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1213103600	44435 LITTLE RIVER AIRPORT, LITTLE RIVER		BF_2023-0036	SFD	O	1/17/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1232311000	32251 ALBION RIDGE RD, ALBION		BF_2023-0232	SFD	O	3/31/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	0200204600	22090 PETALUMA AVE, FORT BRAGG		BF_2023-0056	ADU	R	1/25/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1180401200	15167 SEADRIFT AVE, CASPAR		BF_2023-0227	SFD	O	3/30/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	0691120800	31350 LITTLE VALLEY RD, FORT BRAGG		BF_2023-0171	SFD	O	3/10/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1610510700	10360 EAST RD, REDWOOD VALLEY		BU_2023-0008	SFD	O	1/3/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0023403900	555 SO ORCHARD AVE, UKIAH		BU_2023-0167	5+	R	2/17/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1682412100	855 LAKE MENDOCINO DR, UKIAH		BU_2023-0100	MH	O	1/27/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1310300900	9961 SO HWY 1, ELK		BF_2023-0098	ADU	R	2/17/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0474810400	868(A) SANEL DR, UKIAH		BU_2023-0396	ADU	R	4/26/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1722100701	14128 GIBSON LN, POTTER VALLEY		BU_2023-0234	SFD	O	3/15/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1610511600	10460 EAST RD, REDWOOD VALLEY		BU_2023-0293	SFD	O	3/30/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1662400800	3571 RICETTI LN, REDWOOD VALLEY		BU_2023-0339	ADU	R	4/6/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0465401300	11949 GOODACRE LN, BOONVILLE		BU_2023-0348	ADU	O	4/7/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1611104000	2261 RD K, REDWOOD VALLEY		BU_2023-0463	ADU	O	5/16/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1060800800	14500 MARIPOSA CREEK RD, WILLITS		BU_2023-0352	ADU	O	4/10/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0195901000	15750 SHANE DR, FORT BRAGG		BF_2023-0228	SFD	O	3/30/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1610700900	10020 EAST RD, REDWOOD VALLEY		BU_2023-0622	MH	O	6/30/2023						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1760100600	3446 BLACK BART TRAIL, REDWOOD VALLEY		BU_2023-0718	SFD	O	8/2/2023							1	1	1		NONE	No	N/A	Approved	Ministerial	

	0173301000	17230 OCEAN DR, FORT BRAGG		BF_2023-0339	SFD	O									1	1			NONE	No	N/A	Approved	Ministerial	
	0131802700	190 POND RD, LAYTONVILLE		BV_2023-0133	SFD	O	4/26/2023								1	1			NONE	No	N/A	Approved	Ministerial	
	0153502200	32874 OCEAN MEADOWS CIR, FORT BRAGG		BF_2023-0095	SFD	O	5/9/2023								1	1			NONE	No	N/A	Approved	Ministerial	
	0471801800	315 SANEL DR, HOPLAND		BU_2023-0691	SFD	O	2/16/2023								1	1			NONE	No	N/A	Approved	Ministerial	
	1182001700	45225 DRIFTERS REEF DR, MENDOCINO AREA		BF_2023-0364	SFD	O	7/25/2023								1	1			NONE	No	N/A	Approved	Ministerial	
	1072802400	4051 FISHER LAKE DR, REDWOOD VALLEY		BU_2023-0754	MH	O	5/1/2023							1	1	1			NONE	No	N/A	Approved	Ministerial	
	1601401000	10750 WEST RD, REDWOOD VALLEY		BU_2023-0282	MH	O	8/7/2023							1	1	1			NONE	No	N/A	Approved	Ministerial	
	0483803500	13840 MOUNTAIN HOUSE RD, HOPLAND		BV_2023-0199	MH	O	3/27/2023							1	1	1			NONE	No	N/A	Approved	Ministerial	
	1233501000	33261 ALBION RIDGE RD, ALBION		BU_2023-0650	MH	O	7/11/2023							1	1	1			NONE	No	N/A	Approved	Ministerial	
	0126117100	59571 BELL SPRINGS RD, LAYTONVILLE		BU_2023-0506	SFD	O	7/7/2023							1	1	1			NONE	No	N/A	Approved	Ministerial	
	0135604600	50220 NO HWY 101, LAYTONVILLE		BP_2023-0277	SFD	O	5/30/2023							1	1	1			NONE	No	N/A	Approved	Ministerial	
	1183404600	44825 JACK PETERS CREEK RD, MENDOCINO AREA		BF_2023-0502	SFD	O	8/23/2023							1	1	1			NONE	No	N/A	Approved	Ministerial	
							6/20/2023																	

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Jurisdiction	Mendocino County - Unincorporated	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 01/01/2019-08/14/2019	2019	2020	2021	2022	2023	2024	2025	2026	2027	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	291	-	-	39	-	21	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	65	-	-	-	-	-	-	125	166
Low	Deed Restricted	179	-	-	-	-	-	-	-	-	-	-	21	158
	Non-Deed Restricted		-	-	-	21	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	177	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		4	20	43	49	40	52	-	-	-	-	208	-
Above Moderate		702	45	40	67	51	58	59	-	-	-	-	320	382
Total RHNA		1,349												
Total Units			49	60	149	186	119	111	-	-	-	-	674	706
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-income Need		2019	2020	2021	2022	2023	2024	2025	2026	2027	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		146		-	15	26	21	-	-	-	-	-	62	84

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact

HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted

VLI Non Deed Restricted

Jurisdiction	Unincorporated	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Mendocino County - Unincorporated	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
<div>Housing Programs Progress Report</div> <div>Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.</div>			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Action 1.1a	Minimize the effects of excessive noise, light, traffic, and exposure to hazardous industrial facilities and uses through the appropriate location of all new housing away from incompatible uses. Use Geographic Information Systems (GIS) and other tools to map and identify incompatible uses during the General Plan amendment process to change General Plan land-use classifications.	Develop materials regarding GIS services and available information by January 2021. Subsequently, update as amendments are processed.	The County regularly uses GIS to inform incompatible uses, especially as they relate to Wildland Urban Interface (WUI), Flood Hazards, Seismic, etc. The information and data layers are readily shared with whoever requests it.

Action 1.1b	Work with developers to create residential neighborhoods with mixed housing densities, types, and affordability levels that promote human interaction, neighborhood-scale services and facilities, and connectivity to schools, neighborhoods, and commerce during pre-subdivision consultation and throughout the Inclusionary Housing development planning process.	Pre-Application Conferences will be scheduled with developers upon the submission of each development application .	There have been no significant residential neighborhoods or major subdivisions proposed during the Housing Element planning cycle; as such, no pre-application conferences have been held with developers. The County maintains the Mixed Use General zoning district to promote greater efficiency and economy by providing public services, conserving agricultural and resources lands, preserving the county's rural character, and providing more affordable housing opportunities and continues to make pre-application conferences available to housing developers.
Action 1.2a	Work with new and existing affordable housing development organizations that identify and address affordable housing needs throughout the County. Support organizations pursuing grants to fund development or rehabilitation of affordable housing by providing assistance and information when feasible.	As interested agencies approach the County	The County regularly works with existing and new affordable housing developers to support new opportunities, and has a CDBG fund available for them.
Action 1.3a	Facilitate future annexation and housing development by pursuing a master tax-sharing agreement between the County and each incorporated city	As applications for annexation or tax sharing by cities and special districts are submitted or acknowledged.	The County formed an ad hoc committee of the Board of Supervisors to pursue a Master Tax Sharing Agreement between the City of Ukiah and the County of Mendocino. While the agreement has been examined, no Master Tax Sharing Agreement has been executed to date between the County and any cities, including Willits and Fort Bragg.

Action 1.3b	Coordinate with each city on all new housing development projects located with the planning area (SOI or any currently adopted plan).	As applications for residential or mixed-use development are submitted	The County invited City of Ukiah staff to attend a Pre-Application Conference for the Millview Apartments project, 48 multi-family units proposed on Lovers Lane in the Ukiah SOI intended to serve farmworkers and is considered very low-income. This project has been completed. Additionally, a subdivision modification for the Bella Vista project (previously called Gardens Gate) was referred to the City of Ukiah by County staff. The proposed subdivision modification is located in the City's SOI and consists of a vesting tentative map to subdivide 48.8± acres into 171 residential parcels for 132 single-family parcels and 39 age-restricted senior housing parcels.
Action 1.3c	Support annexation applications to the Mendocino LAFCO from incorporated cities for annexations of contiguous lands within each city's SOI that are consistent with LAFCO policies and an adopted master tax sharing agreements between the affected city and the County.	As new applications for annexation or tax sharing by cities and special districts are submitted.	The County supports Ukiah's currently in-progress request for the Western Hills development. No master tax sharing agreement has yet been adopted between the County and cities.
Action 1.3d	Collaborate with each city on development that prioritizes infill development within or adjacent to incorporated cities such that adequate infrastructure, including sewer, water, and circulation is constructed or in place to support new housing development.	Twice within the planning period and as new applications for residential or commercial development are submitted.	The Millview Apartments proposed in the City of Ukiah's SOI in the unincorporated county on Lovers Lane have been completed. This 48-unit multi-family affordable housing project is located at 1650 N. Lovers Lane on a vacant lot surrounding by agricultural, residential, and light industrial uses. The County invited City staff to the Pre-Application Conference for this project to aid in providing comprehensive input throughout the planning process. The 80-unit Orr Creek Commons affordable housing project is likewise sited in the City of Ukiah's SOI in the unincorporated county, and was facilitated by collaboration with the City, including an out-of-area service provision for water.
Action 1.4a	Empower Municipal Advisory Councils (MACs) to assist the County in developing and updating community specific plan documents for the areas they represent by identifying their residential and economic capacity, as well as local advantages, to create more resilient and vibrant communities.	Annually, support at least one (1) MAC in developing and updating a community specific planning document.	The Redwood Valley MAC has been working for several years on an update to their Community Action Plan within the County General Plan, and have proposed a set of voluntary design guidelines for new development. No formal actions have been taken on the update as yet.

Action 1.4b	Address issues associated with Vacation Home Rentals (VHRs) in residential communities to ensure safe and healthy housing opportunities are provided.	December 2020, annually thereafter	On 11/17/2022, the Planning Commission voted to reclassify Vacation Home Rentals in the Inland Zoning Area from Room and Board to Transient Habitation, a more restricted use type. The Board of Supervisors reversed this decision on appeal on 4/25/2023, but expect to consider the Inland VHR policy more broadly when the Inland Zoning Code update comes before them. In 2023, the County held several stakeholder meetings to garner input on future revisions to coastal VHR regulations.
Action 1.5a	<p>Continue to publish housing resource information used to facilitate the development and improvement of affordable housing. Included could be items such as funding resources, affordable housing development agencies and developers, and energy conservation and green-building resources and services.</p> <p>In addition, the County will continue the following actions:</p> <ul style="list-style-type: none"> ☐ Disseminate housing-related brochures (e.g. farmworker housing) to individuals, developers, and builders that visit Planning and Building offices. ☐ Continue to report on the implementation and effectiveness of the Housing Element in the General Plan Annual Report to the Board of Supervisors. <p>Require that building permit application packets include the Housing Affordability Survey needed for the Annual Housing Report, with the requirement that it be turned in by the applicant with the permit packet in order for the application to be considered complete.</p>	Annual updates of all informational materials as described above; by 2021 develop and include an 'Affordability Survey' for Building Permit packets;	In 2022 the Planning and Building Services Department overhauled their website, improving usability, adding an informational ADU webpage, and expanding the Grant Info and Financial Resources Section. While the County has prepared and rolled out a Housing Affordability Survey in both English and Spanish, responsiveness has thus far been limited and consequently much of the moderate/above moderate classifications on Tables A and A2 of this report are based on categorical assumptions (for example, absent other evidence, all ADUs have been presumed to be affordable to Moderate Income households - the County is aware of ABAG's alternate ADU income distribution projection methodology, and may at some point revisit past APRs to retroactively apply these projections).

Action 2.1a	Assist developers and non-profit organizations with the acquisition, rehabilitation, or development of affordable housing as funding permits.	As Requested	No developers or non-profit organizations have requested assistance acquiring, rehabilitating, or developing affordable housing. Due to limited staff capacity, the County has not identified federal, State, local, and private funding sources but continues to review opportunities as they are made available.
Action 2.1b	<p>Continue code enforcement actions to identify substandard or unsafe housing and sanitary facilities.</p> <p><input type="checkbox"/> Provide contact information to property owners to assist in identifying programs to abate violations, assist with upgrades and weatherization, and conserve the housing stock.</p> <p><input type="checkbox"/> Use Revenue and Taxation Code Section 17274 as an inducement to private sector rehabilitation of rental housing (denies State tax deductions to owners of substandard rental property); include notice of potential use in violation notices.</p> <p><input type="checkbox"/> Explore establishing a program to facilitate the replacement of older mobile homes in order to remove substandard units from County housing stock. This exploration should consider whether internal methods or collaborating with outside agencies, or a combination of the two, would be most efficient.</p> <p><input type="checkbox"/> Continue to comply with Government Code Section 65590 in the Coastal Zone (requires converted or demolished low- or moderate-income housing units within the Coastal Zone to be replaced with similarly affordable units onsite or elsewhere within the Coastal Zone if feasible), including procedures to review and track conversions and Coastal Zoning Code amendments if necessary.</p>	Update and Continue Processes As Identified; 2021 - Establish a program to facilitate the replacement of older mobile homes in order to remove substandard units from County housing stock; by 2021 invite the Mendocino County Code Enforcement Division to present an informational session before the Mendocino County Planning Commission on sub-standard housing	<p>The County continues code enforcement actions to identify sub-standard housing and/or sanitary facilities and provides contact information to property owners to help identify programs to abate violations, assist with upgrades and weatherization, and conserve the housing stock. The County continually uses the Revenue and Taxation Code Section 17274 as an inducement to private sector rehabilitation of rental housing. There were no demolitions of low-or moderate-income housing units within the Coastal Zone, and very few demolitions of residential structures. The majority of demolition permits issued in Mendocino County are for non-permitted construction.</p> <p>Due to limited staff capacity, a program has not yet been implemented to facilitate the replacement of older mobile homes and Code Enforcement has not yet presented to the Planning Commission on substandard housing. However, the County believes both are integral to improving housing conditions in Mendocino County and will continue to pursue both as capacity allows. In 2023 Code Enforcement began a program offering tenants of rental units assessments related to Health and Safety Code Section 17920.3 and 17920.10, to provide reports for the tenants' use.</p>

Action 2.1c	Continue to monitor the dates that rent or price-restricted affordable housing projects in the unincorporated County will convert to market rate units. Work with owners and agencies to preserve this stock of affordable housing.	Ongoing as project are timed to convert to market-rate units.	In 2022, the Planning and Building Services Department reviewed the last 20 years of recorded deeds to prepare a reference sheet for the At Risk Units Program, the monitoring of rollover dates of restricted affordable projects. In 2017, Holly Ranch Village in Cleone was sold to private developers and deed restriction was removed on the 10 units to become primarily market rate housing. The County has not received interest from owners or agencies to preserve the affordable housing stock.
Action 3.1a	Work with developers to include a variety of housing types, such as smaller single-family homes, second units, duplexes, and multi-family units, including rental units for lower-income large families and developments exceeding ten residential units, during pre-subdivision consultation and through the Inclusionary Housing development planning process. Consider development incentives such as reduced setbacks, density bonuses, fee assistance, etc.	By 2021 present to the Mendocino County Planning Commission, development incentives such as reduced setbacks, density bonuses, and fee assistance to support the creation of affordable housing. Discuss the benefits of a variety of housing types with interested developers in an ongoing manner, and specifically, at each pre-application conference.	The County continues to offer technical expertise to all interested parties wishing to learn more about alternative housing types and what incentives may be available. Aside from ADUs, low-cost Class K dwellings and mobile homes, interest has generally been limited.
Action 3.1b	On sites lacking public water, sewer, or both, allow higher density housing development, within the scope of the zoning designation, that have alternate means of water supply or sewage treatment, and which meet the requirements of the County Division of Environmental Health and the State Regional Water Quality Control Board and geological review.	Twice within the planning period and with each pre-application conference.	The Golden Rule motel-to-housing conversion, U_2020-0004, was approved by the County with a concession for an alternate, non-public water source. Wells and septic systems remain prolific in Mendocino County, and are often used to support new residential development where no water or sewage infrastructure exists. These solutions generally only allow for limited-density development. Longterm, sustainable water supply in particular remains a major hurdle for future residential development.

Action 3.1c	Ensure the General Plan land-use classification “Mixed Use” is used in a manner that maximizes residential potential and provides a clear set of policies, regulations, and requirements for those interested in developing their properties. The Mixed Use District shall allow up to 29.04 units per acre and include design criteria that will allow developers to submit a project, aware of the site design requirements.	By July 2021, review General Plan land-use classification “Mixed Use” and by January 2022, update if needed, ; by July 2021 and then annually, provide a review of permit activity on properties under the Mixed Use General Plan designation to the Director of Planning & Building Services to ensure adherence to policies, regulations and requirements.	The Ukiah Valley Area Plan, a mixed use rezone covering 192 parcels, is in process. It will not be heard until the forthcoming, LEAP-grant-funded Inland Zoning Ordinance update has been completed, but is expected to be approved in 2024.
Action 3.1d	Update the Density Bonus Code (Chapter 20.238) as necessary, to be consistent with current State law.	If required, update the Density Bonus Code (Chapter 20.238) by July 2021 to be consistent with State law and intent.	On 6/20/2023, the County Board of Supervisors directed staff to repeal the County's Inclusionary Housing Ordinance, also known as the Density Bonus Code (Chapter 20.238). This repeal has not yet occurred, and will require a General Plan Amendment. The County expects to replace the current chapter with a new Density Bonus section of the Zoning Ordinance emphasizing that all requirements of the State Density Bonus Law still apply.
Action 3.2a	Continue efforts around the development of ADUs and explore additional incentives to promote ADUs to help ensure RHNA progress. Continue to publicize the opportunities for and encourage the production of accessory dwelling units for full-time occupancy, and encourage family care units. Create resource materials to better facilitate and guide prospective ADU construction.	Develop ADU resource materials by July 2021; and explore ways to promote ADUs at least three times during the planning period. This could be through social media, meetings with developers, etc.	On 5/20/2022, the ADU information section of the County website, at https://www.mendocinocounty.org/government/planning-building-services/adus , went live. The County's contract to provide free ADU plans expired, but the County has been able to continue providing the original plans as unstamped samples.

Action 3.3a	<p>Inform local agencies of their obligations to:</p> <p>(1) provide the County a written offer to sell or lease surplus land for affordable housing purposes (Government Code Section 54220 et seq.),</p> <p>(2) fully use Revenue and Taxation Code regulations authorizing use of State tax-defaulted property for public purposes such as land banking or specific housing projects (Section 3695.5 and 3791.4), and</p> <p>(3) promote housing opportunities using underutilized lands or facilities.</p>	<p>Inform local agencies of these obligations and opportunities by July 2021 and then every two years. Provide additional information, as Requested</p>	<p>On July 16, 2023, the County sent out a public notice stating their intent to sell or lease surplus property at APN 107-280-45 (Mariposa Park/Swimming Hole), including information establishing priority for buyers intending to maintain the property as open recreation or to develop affordable housing. No statements of interest have been recieved and the property has not yet been sold. The Board of Supervisors has expressed interest in selling or leasing additional parks and County facilities as a response to potential budget deficits as well.</p>
Action 3.4a	<p>Work with water and sewer service districts to coordinate improvements with a priority to serve those medium and high residential densities as set forth in the General Plan. Inform the various service districts of the location of medium and high density residential designations to enable the districts to identify needed capacity improvements. Notify the districts of applicable grant opportunities that facilitate sustainable, compact development.</p>	<p>By December 2020, and annually thereafter conduct meetings with water and sewer districts to discuss needed capacity improvements. In an ongoing and timely manner, relative to funding application deadlines, inform water and sewer districts or other applicable local agencies of the publication of applicable grant opportunities that facilitate sustainable, compact development.</p>	<p>The County is working with the water districts on consolidation efforts to facilitate future development of higher density and supports Anderson Valley Community Services Districts projects to establish water and sewer within the town of Boonville. The County is also facillitating the annexation of 26 parcels into the Millview County Water District. The Mendocino Community Services District, in conjunction with the Mendocino Unified School District, has initiated a multiphase project to improve the reliability of water service in the Town of Mendocino. The first phase, U_2022-0012, for recycled water irrigation and hydrant infrastructure, was approved by the County on 7/6/2023. The second phase, U_2023-0004, for new wells and other infrastrucutre to address identified MCCSD deficeincies, is set to go before the Planning Commission in 2024.</p>

Action 3.4b	<p>Service District Constraints: (1) Inform water and sewer districts of the requirement to grant priority to allocation of available and future water resources to lower income housing developments that help meet the Regional Housing Need (Government Code Section 65589.7), and (2) recommend that service districts reduce, waive, or defer connection fees for affordable housing projects when requested for project feasibility. The County will request districts to provide a copy of adopted regulations, follow up with subsequent correspondence, and notify the public of Government Code Section 65589.7.</p>	By December 2020, and annually thereafter	The previously-reported drought-related moratorium on permitting of water resources has been lifted. The County has not yet requested districts provide a copy of adopted regulations to enforce Government Code Section 65589.7 due to the infrastructure moratorium, but plans on doing so in 2024.
Action 3.4c	<p>Prior to future Regional Housing Needs Assessment (RHNA) allocation processes, advocate before the Mendocino Council of Governments (MCOG) the County's strong support for higher density housing development for all income levels in urbanized or incorporated parts of the County. This is based on the understanding that infill development, particularly that which serves lower income populations can more easily obtain public services (e.g. transportation, shopping, employment centers and/or training, etc.) in such areas, and that service (i.e. water, sewer) capacity is often more readily available for high density residential development.</p>	By 2025, prior to the revised housing cycle, produce guidance that supports higher density housing development for all income levels in urbanized or incorporated parts of the County; by 2021 invite MCOG to present an informational session before the Mendocino County Planning Commission on RHNA and regional cooperation.	The County worked with the Mendocino Council of Governments (MCOG) to update the Regional Housing Needs Plan in 2018. This update revised the allocation of housing unit needs based on the revision of the Regional Housing Determination received from HCD and informs the 2019 RHNA processes to support higher density, low- and very low-income housing. MCOG did not present to the Planning Commission on RHNA and regional cooperation; however, during the 2019-2027 Housing Element Update, the Planning Commission was made aware of the County's 6th Cycle RHNA.

Action 3.5a	<p>Reduce Constraints to Housing Production:</p> <p>(1) Amend the Zoning Code and the Division of Land Regulations to allow additional exceptions to standards.</p> <p>(2) Evaluate and, where appropriate, reduce or modify the standards</p> <p>(3) Provide priority processing</p> <p>(4) Consider permit fee waivers, reductions, or deferments requested by affordable</p> <p>(5) Identify obstacles in zoning requirements and possible conflicts between codes and policies that may prevent the development of affordable housing</p> <p>(6) The County will amend the Zoning Code to conform with State law by permitting mobile home parks in all residential zones.</p> <p>(7) Amend the County’s Inclusionary Housing requirements to allow more flexibility, encouraging greater use of the program.</p> <p>(8) Per AB 101 (2019) the County will review its zoning ordinance and make revisions if necessary to allow low barrier navigation centers</p> <p>(9) The County will establish a written policy or procedure and other guidance as appropriate to specify the SB 35 streamlining approval process and standards</p>	<p>Complete any required updates to the Zoning Code by July 2021. By 2022, respond to each of the ten (10) goals identified above with regard to facilitating housing production and report to the Planning Commission.</p>	<p>The County has not identified impediments and conflicts between codes and policies that may prevent affordable housing development. On a project-by-project basis, the County considers fee waivers, reductions, or deferments for affordable housing. No requests for this have been received during the planning period.</p> <p>Due to limited staff capacity, the County has not yet amended the Zoning Code to allow mobile home parks in all residential districts, low barrier navigation centers per Government Code 65660-65668, or supportive housing where multi-family is permitted. However, the County is currently under contract utilizing LEAP grant funding to update the zoning code, including the Division of Land Regulations. While the County currently informally supports priority processing for affordable, special needs, and supportive housing, during the zoning code update the County will review the need for a formal section identifying priority processing procedures for these types of projects.</p>
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Action 3.5b	Investigate the creation of an overlay district for affordable housing that permits an increase in density only after the purchase of land by developers of affordable housing in order to keep the cost of land more affordable than land already zoned for equally high density.	By 2021, provide appropriate revisions to the inclusionary housing policy for review of the Planning Commission. Include modifications to the County's Inland Zoning Code to increase the land available for affordable housing development.	The County has not investigated the creation of an affordable housing overlay district to increase density conditional upon land ownership by an affordable housing developer. The County will consider this policy moving forward and may consider using LEAP grant funding to support the creation of this district.
Action 3.5c	Promote and assist with the creation of Community Land Trusts for the purpose of developing and preserving affordable housing over the long term. Consult with existing open-space land trusts to see if they are interested in including affordable housing. They could partner with non-profit housing agencies for management of the housing portion of the property.	Support ongoing initiatives related to the establishment of Community Land Trusts (CLTs) by providing staff support to housing advocacy groups in conjunction with regional jurisdictions. By 2021, identify sites and funding mechanisms for CLTs as a means to implement affordable housing.	The County partners with the Community Development Commission (CDC) to support their investigation and implementation of Community Land Trusts (CLTs) to preserve long-term affordable housing. The CDC manages subsidized housing under its non-profit branch, Building Better Neighborhoods, Inc. At this time, no sites have been identified for CLTs. The Board of Supervisors has formed a housing Ad Hoc and has met with the Anderson Valley Housing Authority and other local interest groups.
Action 3.5d	Pursue the development of the remainder of the affordable multi-family units for lower-income households approved by voters under the County's Article 34 authority.	Ongoing (As Requested)	The County is in the process of determining the remainder of the affordable multi-family units for lower-income households approved by voters.

Action 4.1a	<p>Continue to support the Community Development Commission (CDC) in its effort to conduct landlord-tenant workshops throughout the County to educate tenants and landlords about their rights and responsibilities and address concerns. In addition, the County will do the following:</p> <ul style="list-style-type: none"> ☐ Continue to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development (HUD). ☐ Provide informative materials concerning fair housing and housing discrimination at locations that provide housing and related services. 	<p>By 2021, conduct staff meetings with both the Community Development Commission (CDC) and Legal Services of Northern California to determine the most supportive actions County staff can provide to facilitate the resolution of housing discrimination complaints; by 2022 invite the CDC and Legal Services of Northern California to present an informational session before the Mendocino County Planning Commission on issues related to housing discrimination.</p>	<p>The CDC has ended their landlord-tenant workshop program. However, the County still supports CDC in other efforts to support vulnerable populations. The County continues to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development. The County provides informative materials concerning fair housing and housing discrimination over the counter upon request. To date, no housing discrimination cases have been received by County staff. In 2022, the Planning and Building Services Department published an ADU guidance webpage at https://www.mendocinocounty.org/government/planning-building-services/adus, with a section emphasizing housing discrimination laws and tenant rights. Legal Services met with PBS staff on 9/8/2022 and presented an informational session to the Planning Commission on 10/5/2023. PBS staff also met with CDC on 11/7/2022. They declined the invite to present to the Planning Commission, but agreed to reach out if something changed and they felt such a presentation would be beneficial.</p>
Action 4.2a	<p>Special Needs Rental Housing: Support applications to State and Federal agencies such as Housing and Community Development (HCD), State Treasurer's Office, HUD, and the United States Department of Agriculture (USDA) for affordable rental housing financing to provide shelter for very low- and extremely low-income families and special needs households.</p>	<p>Ongoing; Continue to provide financial assistance (where applicable), local cooperation agreements, partnerships, and regulatory incentives that develop opportunities for affordable rental housing with a goal of supporting one multi-family unit application annually.</p>	<p>The County maintains a collection of Grant Info and Financial Resources at https://www.mendocinocounty.org/government/planning-building-services/grants-and-other-financial-assistance - this page received a substantial overhaul in 2022. The Building Permit for Phase 2 of the County-owned Live Oak Apartments (Homekey) project was issued on 3/11/2022.</p>

Action 4.2b	<p>Extremely Low-Income Program Development: Work with other agencies and local partners, including Legal Services of Northern California to jointly develop and implement a program that is designed to address the needs of the extremely low-income households in Mendocino County. At least annually and on an ongoing basis contact agencies and developers to facilitate implementation of the program. Actions to be considered for inclusion in the program include prioritizing local funding, supporting applications for funding, applying for funding, establishing incentives and concessions, and exploring housing types and methods to promote their development</p>	<p>By 2021, annually thereafter, and as requested, conduct staff meetings with Legal Services of Northern California to determine the most supportive actions County staff can provide to address the needs of the extremely low-income households in Mendocino County.</p>	<p>A preliminary meeting between PBS staff and Legal Service of Northern California was held on 9/8/2022. County staff remain available as a resource for local partners as the need arises.</p>
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Action 4.3a	<p>Farm Employee/Labor Housing: Continue to work with the agricultural community, housing providers and agricultural groups to develop and build year-round and seasonal agricultural worker housing. Continue to identify suitable locations for farmworker housing. Ensure that these groups are included in housing stakeholder meetings.</p> <p>The County will encourage and support State and Federal funding applications for farmworker housing and supporting infrastructure by providing technical assistance when needed, and continue to conduct pre-application conferences and meet with farmworker housing developers on an ongoing basis. Provide information about the County's farm employee/labor housing regulations.</p> <p>Meet with the Mendocino County Farm Bureau and other farm advocacy groups to discuss agriculture-related policies, regulations, and opportunities in the County's planning documents, including General Plan Elements, such as an Agriculture Element.</p>	<p>By 2021, annually thereafter, and as requested conduct staff meetings with the Mendocino County Farm Bureau in conjunction with the Department of Agriculture to determine the most supportive actions County staff can provide to address the needs of the agricultural community; by 2021, annually thereafter, and as requested invite the Mendocino County Farm Bureau to present an informational session before the Mendocino County Planning Commission on Farmworker Housing</p>	<p>PBS staff met with the Mendocino County Farm Bureau and the Agricultural Commissioner's office on 11/14/2022. The Farm Bureau was not interested in making a Planning Commission presentation at that time, but would reassess if circumstances change.</p>
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Action 4.3b	Encourage the production of affordable housing for Native Americans pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) on fee land owned by Indian tribes that qualifies for the tax exemption under California Revenue and Taxation Code Section 237 or Federal land held in trust for Indian tribes, or by entering into local cooperation agreements with Indian tribes when required for the use of NAHASDA funding within the County, and by advocating that Indian tribes and housing agencies work with the County to maximize the compatibility of Indian housing projects with County General Plan objectives.	By 2021, annually thereafter, and as requested conduct staff meetings with the Bureau of Indian Affairs and local Tribal Governments to determine the most supportive actions County staff can provide to encourage the production of affordable housing for Native Americans pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA); by 2021 provide invitation to the Bureau of Indian Affairs staff to present before the Mendocino County Planning Commission.	PBS invited the Bureau of Indian Affairs and local tribal governments to consultation meetings in 2022, and met with all who responded. No consultation meetings were requested in 2023.
Action 4.3c	Increase housing opportunities for persons with disabilities consistent with the fair housing and disability laws, and encourage physical access to and within residential units during the development review process. Encourage developers to make accommodations during the development review process and utilize appropriate sections of the County Zoning Code intended to accommodate individuals with disabilities.	Discuss the benefits of increasing housing opportunities for persons with disabilities, improving accessibility and making accommodations with interested developers twice within the planning period, and specifically, at each pre-application conference.	In 2022, PBS published an ADU guidance webpage emphasizing the benefits of creating special needs housing.

Action 4.3d	Provide planning assistance to address homelessness in the County by: Working with Mendocino County's "Continuum of Care Plan" to address homelessness by assisting, when practical, to develop shelters, transitional, and permanent supportive housing for homeless residents in the County.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The County's Health and Human Services Agency (HHSA) coordinates homeless services via the Mendocino County Homeless Services Continuum of Care (CoC). The HHSA works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.
Action 4.3e	Homeless Multi-Service Shelter and Assistance and Hospitality Centers: Continue to support the efforts of the Homeless Services Planning Group, Ford Street Project, and the Hospitality House Center to provide emergency shelter to homeless families and individuals, by providing planning assistance, letters of support, and attending meetings when resources permit.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The County continues to support the efforts of the Homeless Services Planning Group, Ford Street Project, and the Hospitality House Center to provide emergency shelter to homeless families and individuals. The HHSA works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.

Action 4.3f	Provide support to the Mendocino County Health and Human Services Agency on housing and services available for persons with developmental disabilities.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The Mental Health Branch of the Health and Human Services Agency continues to work with a mental health service provider to develop new supportive care housing facilities in unincorporated areas. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.
Action 5.1a	In conjunction with local partners, pursue funding for and development of weatherization programs for new construction and rehabilitation through sources such as the rehabilitation loan program and through referrals to the North Coast Energy Service, which provides services on behalf of Pacific Gas and Electric (PG&E) and enrollment in the Home Energy Link Program. Develop partnerships with agencies and organizations offering weatherization services, such as Renewable Energy Development Institute (REDI), Community Development Commission (CDC), and North Coast Energy Services and Mendo-Lake Energy Watch (MLEW).	Apply for funding biennially. Promote the use of weatherization programs as programs become available	<p>The County partners with the CDC's Development and Sustainability Department and PG&E to provide a variety of energy conservation services including energy efficiency audits and advice, funding and project assistance for energy efficiency retrofits, energy consumption benchmarking and training, and educational opportunities.</p> <p>The County received funding from FEMA's Hazard Mitigation Grant Program to create an Ignition-Resistant Roofing rebate program for homeowners in high or very high fire hazard severity zones. On 12/5/2023 the Board of Supervisors widened the eligibility criteria for applicants to the program.</p>

Action 5.1b	Protect and conserve water resources and lessen water-related expenses by encouraging rainwater collection and use, low-water landscape design and practices, gray water use and alternative stormwater management systems for larger projects, including multi-family housing, during the development review process. Provide examples of pre-approved designs and examples, such as the Environmental Protection Agency (EPA) and Low Impact Development (LID) standards and a list of drought-tolerant and native vegetation.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	<p>The County encourages drought-resistant landscape design through partnerships with the Russian River Watershed Association and the Sonoma-Marin Saving Water Partnership. These organizations provide landscape design templates and landscaping resources online in addition to outreach efforts to promote low-water landscape design. With 8 landscape templates, these pre-approved designs include alternative stormwater management systems for projects of varying sizes. Informational materials also encourage rainwater collection and use. This information is provided on the Housing Resources website and also published via brochure. Creation and publication of further informational materials relating to conservation and green building is anticipated, but has not yet occurred due to staffing shortages and competing priorities.</p> <p>The Model Water Efficient Landscape Ordinance (MWELO) requirements will be incorporated into the Zoning Ordinance as part of the LEAP-grant-funded Zoning Code Update.</p>
Action 5.1c	Incentivize green building, resource conservation and alternative energy generation and establish green building and sustainable practice requirements for new developments, remodels and retrofits. Topics to be included are: Green building materials and construction techniques; Passive solar design and siting; Energy efficient heating and cooling technology; Alternative water storage, wastewater treatment and reclamation and stormwater management systems; Small scale and community energy generation systems	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Thereafter, update it annually to reflect current conservation efforts. Update website as needed, and discuss benefits at each pre-application conference	<p>The County promotes renewable energy technologies in the General Plan CEQA Findings for both the Ukiah Valley Area Plan policies and the Mixed Use policies. In addition, the County partners with Sonoma Clean Power to provide residents with access to renewal source power. Sonoma Clean Power engages the community in extensive outreach and provides educational resources to interested parties for both residential and mixed use projects. The County promotes solar energy in the Zoning Code, providing expedited permitting for solar energy systems (including the Coastal Zone as of 12/19/2023), and recently implemented an automated online plancheck system for solar permits. Creation and publication of further information on utility assistance, home weatherization, and energy and water conservation is anticipated, but has not yet occurred due to staffing shortages and competing priorities.</p> <p>Additional CalGreen voluntary building requirements are not currently under consideration.</p>

Action 5.2a	Reduce electricity and natural gas demands by promoting the use of renewable energy technologies in residential and mixed-use projects through siting and design. Strongly promote solar energy generation, use of solar water heaters, and passive solar design in new housing and, especially, multi-family and farmworker housing both prior to and during project review.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	The County promotes renewable energy technologies in the General Plan CEQA Findings for both the Ukiah Valley Area Plan policies and the Mixed Use policies. In addition, the County partners with Sonoma Clean Power to provide residents with access to renewal source power. Sonoma Clean Power engages the community in extensive outreach and provides educational resources to interested parties for both residential and mixed use projects. The County promotes solar energy in the Zoning Code, providing expedited permitting for solar energy systems. Information on utility assistance, home weatherization, and energy and water conservation will be available on the County's website. In 2023, the County implemented an automated online plancheck system for solar permits.
Action 5.4a	Assist residents with lowering their utility costs by promoting utility assistance, home weatherization, energy and water conservation, and green building services.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	The County advertises the CDC's weatherization services, energy and water conservation programs, and utility audits and assistance on the County website. The County promoted these resources heavily during the drought as well.

<p>Action 5.4b</p>	<p>Assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects by providing information about resources and links to local organizations such as local renewable energy system designers and installers, rebates, energy-rating systems.</p>	<p>By 2021, reorganize the PBS Department website to incorporate a section on alternative energy policies, FAQs, and local resources to assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects Update website as needed, and discuss benefits at each pre-application conference</p>	<p>The County provides information about resources and links to funding on the County website to assist developers and housing development agencies incorporate green building, energy conservation, and alternative energy generation into their projects. The County promoted these resources heavily during the drought as well.</p> <p>The County intends to expand the information provided on the County website relating to local organizations such as local renewable energy system designers and installers, rebates, and energy-rating systems, but has not yet moved forward with this due to staffing shortages and competing priorities.</p>
<p>Action 6.1a</p>	<p>Support funding applications, when requested by service districts, for financial and technical assistance to undertake water and sewage treatment facility planning and engineering studies, improvements, and expansions that could facilitate future housing development. Provide planning, grant-writing assistance and matching funds, if available. Take a proactive approach and remind the districts of the County's willingness to provide this support annually at the meeting.</p>	<p>By December 2020, and annually thereafter conduct meetings with water and sewer districts to discuss system improvements and solidify partnerships. In an ongoing and timely manner, relative to funding application deadlines, inform water and sewer districts or other applicable local agencies of funding opportunities and the support available from the County</p>	<p>The County supports the Boonville Water and Sewer Proposal to develop a municipal water and/or wastewater disposal system in Anderson Valley. In addition, the County is actively working with the Redwood Valley Water District on the Redwood Valley Water Infrastructure Retrofit Project to update infrastructure that will support the creation of more housing.</p>

Action 6.2a	Assist agencies and organizations in their pursuit of funding by providing technical assistance when requested.	By December 2020, and annually thereafter conduct meetings with agencies and organizations to discuss the development, preservation, and rehabilitation of affordable housing. In an ongoing and timely manner, relative to funding application deadlines, inform agencies and organization of funding opportunities and the technical assistance that the County is able to provide	The County assists agencies and organizations through preapplication conference meetings to provide the developers with application requirements to streamline the application process in subsequent steps. In addition, the County regularly provides support letters for projects.
Action 6.2b	Pursuant to AB 2936 (Aroner), propose that the Board of Supervisors increase the General Plan Maintenance fee to include a higher percentage to maintain and periodically update the Housing Element in compliance with State law.	By December 2020 review fees. By July 2021, amend fee schedule as needed	The County worked with the Board of Supervisors to increase the General Plan Maintenance fee to \$200 to allow maintenance and periodic update of the General Plan, including the Housing Element. This fee increase went into effect on June 26, 2023.

Action 6.2c	Explore the feasibility of local funding for affordable or special needs housing that promotes mixed-use, transit oriented, or compact integrated communities, such as: (1) MCOG funds for eligible transportation infrastructure (2) Air Quality Management District vehicle license fees	(1) December 15 of each odd numbered year; (2) By 2021, in conjunction with MCAQMD, staff will determine the feasibility of vehicle license fees as a means to support aforementioned housing development.	<p>The County has not explored the feasibility of local funding for affordable or special needs housing that promotes mixed-use, transit oriented, or compact integrated communities. However, the County supports this planning concept and identifies the 2019 Mendocino Pedestrian Needs Master Document as a resource to explore this opportunity moving forward.</p> <p>Continued issues with understaffing at both the County Planning and Building Services Department and the Air Quality Management District have precluded further exploration of these potential funding sources. In December of 2023 the County created a grants division within the CEO's office to pursue these and other such funding opportunities.</p>
Action 6.2d	Identify and pursue Federal, State, local, and private funding sources to expand the County's rehabilitation loan program for income-eligible households and to provide funds for acquisition/rehabilitation of affordable housing.	By January 2021, develop a selection of appropriate funding sources to pursue in 2021 that expand the County acquisition/rehabilitation of affordable housing. Align funding opportunities with the intent and capacity local housing organizations. After identification of funding sources, coordinate pursuit of funds with the Mendocino County CDC. Apply for funding by July 2022 and biennially thereafter.	Due to limited staff capacity, the County has not identified federal, State, local, and private funding sources to expand the County's rehabilitation loan program.

General Comments			

Jurisdiction	Merced County - Unincorporated	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the chcklist here :
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
									https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Mendocino County - Unincorporated	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

For up to 25 percent of a jurisdiction’s moderate-income regional housing need allocation, the p			
Project Identifier			
1			
Prior APN ⁺	Current APN	Street Address	Project Name ⁺
Summary Row: Start Data Entry Below			

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain :

Table F2

Above Moderate Income Units Converted to Moderate Income Pursua

lanning agency may include the number of units in an existing multifamily building that were converted to de
table, please ensure housing developments meet the requirements describ

[illegible]

auto-calculation formulas

ant to Government Code section 65400.2

ed-restricted rental housing for moderate-income households by the imposition of affordability covenants ar
ced in Government Code 65400.2(b).

sehold Incomes After Conversion				Units credited toward Mo RHNA
4				5
Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Moderate Income Units Converted from Above Moderate
0	0	0	0	0

nd restrictions for the unit. Before adding information to this

derate Income	Notes
	6
Date Converted	Notes

[illegible]

must contain an inventory of ALL lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

S REPORT

rotation

PN's as follows:999-999-99-99

es[illegible]

Jurisdiction	Mendocino County - Unincorporated	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

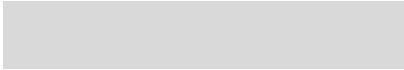
ANNUAL

Local governments are required to inform HCD about any local tenant preference ordinance the local government has adopted. Effective January 1, 2023, local governments adopting a tenant preference are required to create a v

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.		
Notes		

AL ELEMENT PROG

Table I
Tenent Preferer
rnment maintains when the jurisdic
vebpage on their internet website c

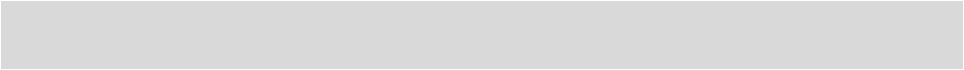


RESS REPORT

K

nce Policy

ction submits their annual progress report on housing approvals and production, pe
containing authorizing local ordinance and supporting materials, no more than 90 d



er Government Code 7061 (SB 649, 2022, Cortese).
lays after the ordinance becomes operational.



Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized

Total award amount is auto-populated based on amounts entered in rows 15-26.

ale A2)

982

0
0
0
0
0
0
0

Current Year
0
0
0
0
0
52
59
111

Current Year
0
0
0
0
0
36
45
81

ized based on the eligible uses specified in Section 50515.02

Other Funding	Notes
Other	As of 3/28/2023, \$106,092.50 in LEAP reimbursements have been requested, but as yet no payments have been received due to processing backlogs. Other funding source: General Plan Maintenance Fund
Local General Fund	This project was included on the LEAP grant proposal, but ultimately the LEAP grant monies were ultimately all routed to the Zoning Ordinance Update. The County is still undertaking this project, instead funding it entirely with County dollars.

Please Start Here

General Information	
Jurisdiction Name	Mendocino County - Unincorporated
Reporting Calendar Year	2024
Contact Information	
First Name	Rob
Last Name	Fitzsimmons
Title	Planner II
Email	fitzsimmons@mendocinocounty.org
Phone	7072346650
Mailing Address	
Street Address	860 N Bush St
City	Ukiah
Zipcode	95482

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_11_18_24

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://hcd.my.site.com/hcdconnect>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2024 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2024

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	docino County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	08/15/2019 - 08/15/2027

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	39
Above Moderate		59
Total Units		98

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	1
Single-family Detached	9	58	81
2 to 4 units per structure	0	4	0
5+ units per structure	0	0	2
Accessory Dwelling Unit	2	23	25
Mobile/Manufactured Home	1	13	14
Total	12	98	123

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	96	98

Housing Applications Summary	
Total Housing Applications Submitted:	124
Number of Proposed Units in All Applications Received:	137
Total Housing Units Approved:	60
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	1	1
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	112	125
Discretionary	12	12

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	48
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Hennepin County Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	8th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes	
1				2	3	4	5						6		7	8	9	10		11	12	13	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4.5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see Instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	46	91	137	60	0						
	1331802100	40700 MOUNTAIN VIEW RD, MANCHESTER		BF_2024-0006	SFD	O	1/3/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1410805400	34781 IVERSEN RD, GUALALA		BF_2024-0007	MH	O	1/4/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0274812300	43085 IVERSEN RD, GUALALA		BF_2024-0118	SFD	O	2/20/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	0171606800	18201 OLD COAST HWY, FORT BRAGG		BF_2024-0129	SFD	O	2/26/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0172307700	32301 PEARL DR, FORT BRAGG		BF_2024-0143	ADU	R	3/5/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0191306000	31150 WE HWY 20, FORT BRAGG		BF_2024-0268	ADU	O	4/11/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1451211800	47101 BIG GULCH RD, GUALALA		BF_2024-0270	SFD	O	4/11/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	0200203600	32254 RIVER'S END RD, FORT BRAGG		BF_2024-0275	SFD	O	4/12/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1181603500	13551 POINT CABRILLO DR, MENDOCINO		BF_2024-0282	ADU	R	4/16/2024						1		1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1320500900	15161 IRISH BEACH DR, MANCHESTER		BF_2024-0286	SFD	O	4/16/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1430501500	33101 SO HWY 1, GUALALA		BF_2024-0291	SFD	O	4/19/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1320301900	44020 GARCIA CT, MANCHESTER		BF_2024-0322	SFD	R	5/3/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Reinstatement of a coastal
	1181603500	13551 POINT CABRILLO DR, MENDOCINO AREA		BF_2024-0352	SFD	O	5/13/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1260100400	1401 NO HWY 1, ALBION		BF_2024-0378	SFD	O	5/21/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1183302500	44785 ROSEWOOD TER, MENDOCINO		BF_2024-0381	SFD	O	5/22/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	1290300100	5500 CAMERON RD, ELK		BF_2024-0416	SFD	O	5/30/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	0138300205	41301 SEASCAPE DR, WESTPORT		BF_2024-0490	ADU	R	6/24/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0200402700	21751 PETALUMA AVE, FORT BRAGG		BF_2024-0502	ADU	R	6/26/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1184000800	45609 SO CASPAR DR, MENDOCINO AREA		BF_2024-0564	SFD	O	7/17/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0202002900	30400 PUDDING CREEK RD, FORT BRAGG		BF_2024-0572	SFD	O	7/22/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1190904600	10760 CALYPSO LN, MENDOCINO AREA		BF_2024-0578	MH	O							1		1	1		NONE	No	N/A	Approved	Discretionary	
	1232311000	32251 ALBION RIDGE RD, ALBION		BF_2024-0628	SFD	O	7/23/2024							1	1			NONE	No	N/A	Pending	Ministerial	Coastal - Initial approval via
							8/8/2024																

	0693001800	24300 NO HWY 1, FORT BRAGG		BF_2024-0658	SFD	O	8/19/2024							1	1			NONE	No	N/A	Pending	Discretionary	
	0692422500	22177 BURROWS RANCH RD, FORT BRAGG		BF_2024-0661	MH	O	8/20/2024						1	1	1			NONE	No	N/A	Pending	Ministerial	Coastal - Entitlement pending
	0691021300	26201 BLUEBERRY HILL RD, FORT BRAGG		BF_2024-0803	ADU	R	10/8/2024						1	1	1			NONE	No	N/A	Pending	Ministerial	May require separate coastal review
	1253000600	23101 LOW GAP RD, UKIAH		BF_2024-0858	SFD	O	10/30/2024						1	1	1			NONE	No	N/A	Pending	Ministerial	
	0692513000	32101 CARRY RANCH RD, FORT BRAGG		BF_2024-0869	SFD	O	11/1/2024						1	1	1			NONE	No	N/A	Pending	Ministerial	
	1320800700	43620 SEA CYPRESS DR, MANCHESTER		BF_2024-0884	SFD	O	11/8/2024						1	1	1			NONE	No	N/A	Pending	Discretionary	Coastal - Initial approval via SFD
	1442521000	45300 OCEAN VIEW LN, GUALALA		BF_2024-0895	SFD	O	11/14/2024						1	1	1	1		NONE	No	N/A	Approved	Ministerial	Reinstating 1990s coastal review
	1330300100	45500 LIGHTHOUSE RD, POINT ARENA CITY		BF_2024-0905	2 to 4	R	11/19/2024						1	1	1			NONE	No	N/A	Pending	Discretionary	Conversion of one SFD to residential
	0200302800	21910 JOHN HYMAN RD, FORT BRAGG		BF_2024-0915	ADU	R	11/22/2024						1	1	1			NONE	No	N/A	Pending	Ministerial	Likely requires Coastal Dev review
	0201502800	20541 MONSEN WAY, FORT BRAGG		BF_2024-0924	ADU	O	12/2/2024						1	1	1			NONE	No	N/A	Pending	Ministerial	
	0193504000	17101 REDWOOD SPRINGS DR, FORT BRAGG		BF_2024-0966	ADU	R	12/20/2024						1	1	1			NONE	No	N/A	Pending	Ministerial	

991

992

[illegible]

Jurisdiction	Mendocino County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 01/01/2019-08/14/2019	2019	2020	2021	2022	2023	2024	2025	2026	2027	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	291	-	-	39	-	21	-	-	-	-	-	125	166
	Non-Deed Restricted		-	-	-	65	-	-	-	-	-	-		
Low	Deed Restricted	179	-	-	-	-	-	-	-	-	-	-	21	158
	Non-Deed Restricted		-	-	-	21	-	-	-	-	-	-		
Moderate	Deed Restricted	177	-	-	-	-	-	-	-	-	-	-	247	-
	Non-Deed Restricted		4	20	43	49	40	52	39	-	-	-		
Above Moderate		702	45	40	67	51	58	59	59	-	-	-	379	323
Total RHNA		1,349												
Total Units			49	60	149	186	119	111	98	-	-	-	772	647
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-income Need		2019	2020	2021	2022	2023	2024	2025	2026	2027	Total Units to Date	Total Units Remaining
Extremely Low-income Units*		146		-	15	26	21	-	-	-	-	-	62	84

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact

HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted

VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Mendocino County - Unincorporated	
Reporting Year		2024	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
<div>Housing Programs Progress Report</div> <div>Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.</div>			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Action 1.1a	Minimize the effects of excessive noise, light, traffic, and exposure to hazardous industrial facilities and uses through the appropriate location of all new housing away from incompatible uses. Use Geographic Information Systems (GIS) and other tools to map and identify incompatible uses during the General Plan amendment process to change General Plan land-use classifications.	Develop materials regarding GIS services and available information by January 2021. Subsequently, update as amendments are processed.	The County regularly uses GIS to inform incompatible uses, especially as they relate to Wildland Urban Interface (WUI), Flood Hazards, Seismic, etc. The information and data layers are readily shared with whoever requests it.

Action 1.1b	Work with developers to create residential neighborhoods with mixed housing densities, types, and affordability levels that promote human interaction, neighborhood-scale services and facilities, and connectivity to schools, neighborhoods, and commerce during pre-subdivision consultation and throughout the Inclusionary Housing development planning process.	Pre-Application Conferences will be scheduled with developers upon the submission of each development application .	There have been no significant residential neighborhoods or major subdivisions proposed during the Housing Element planning cycle; as such, no pre-application conferences have been held with developers. The County maintains the Mixed Use General zoning district to promote greater efficiency and economy by providing public services, conserving agricultural and resources lands, preserving the county's rural character, and providing more affordable housing opportunities and continues to make pre-application conferences available to housing developers. The Inclusionary Housing zoning chapter was repealed on 9/10/2024; the County encourages developers to apply State Density Bonus Law.
Action 1.2a	Work with new and existing affordable housing development organizations that identify and address affordable housing needs throughout the County. Support organizations pursuing grants to fund development or rehabilitation of affordable housing by providing assistance and information when feasible.	As interested agencies approach the County	The County remains available and eager to work with existing and new affordable housing developers to support new opportunities, and has a CDBG fund available for them, managed through the Grants Division in the CEO's office.
Action 1.3a	Facilitate future annexation and housing development by pursuing a master tax-sharing agreement between the County and each incorporated city	As applications for annexation or tax sharing by cities and special districts are submitted or acknowledged.	The County finalized a Master Tax Sharing Agreement with all incorporated cities within the county on June, 5 2024.

Action 1.3b	Coordinate with each city on all new housing development projects located with the planning area (SOI or any currently adopted plan).	As applications for residential or mixed-use development are submitted	<p>Projects under County jurisdiction within the cities' Sphere of Influence are typically referred to the applicable city for comment.</p> <p>The County invited City of Ukiah staff to attend a Pre-Application Conference for the Millview Apartments project, 48 multi-family units proposed on Lovers Lane in the Ukiah SOI intended to serve farmworkers and is considered very low-income. This project has been completed. Additionally, a subdivision modification for the Bella Vista project (previously called Gardens Gate) was referred to the City of Ukiah by County staff. The proposed subdivision modification is located in the City's SOI and consists of a vesting tentative map to subdivide 48.8± acres into 171 residential parcels for 132 single-family parcels and 39 age-restricted senior housing parcels.</p>
Action 1.3c	Support annexation applications to the Mendocino LAFCO from incorporated cities for annexations of contiguous lands within each city's SOI that are consistent with LAFCO policies and an adopted master tax sharing agreements between the affected city and the County.	As new applications for annexation or tax sharing by cities and special districts are submitted.	The County supported Ukiah's annexation of the Western Hills development, completed 12/6/2024.
Action 1.3d	Collaborate with each city on development that prioritizes infill development within or adjacent to incorporated cities such that adequate infrastructure, including sewer, water, and circulation is constructed or in place to support new housing development.	Twice within the planning period and as new applications for residential or commercial development are submitted.	The Millview Apartments proposed in the City of Ukiah's SOI in the unincorporated county on Lovers Lane have been completed. This 48-unit multi-family affordable housing project is located at 1650 N. Lovers Lane on a vacant lot surrounding by agricultural, residential, and light industrial uses. The County invited City staff to the Pre-Application Conference for this project to aid in providing comprehensive input throughout the planning process. The 80-unit Orr Creek Commons affordable housing project is likewise sited in the City of Ukiah's SOI in the unincorporated county, and was facilitated by collaboration with the City, including an out-of-area service provision for water.

Action 1.4a	Empower Municipal Advisory Councils (MACs) to assist the County in developing and updating community specific plan documents for the areas they represent by identifying their residential and economic capacity, as well as local advantages, to create more resilient and vibrant communities.	Annually, support at least one (1) MAC in developing and updating a community specific planning document.	The Redwood Valley MAC has been working for several years on an update to their Community Action Plan within the County General Plan, proposing a set of voluntary design guidelines for new development. An application for the requisite General Plan Amendment, GP_2024-0001, was submitted on 7/8/2024 and is in progress.
Action 1.4b	Address issues associated with Vacation Home Rentals (VHRs) in residential communities to ensure safe and healthy housing opportunities are provided.	December 2020, annually thereafter	On 11/17/2022, the Planning Commission voted to reclassify Vacation Home Rentals in the Inland Zoning Area from Room and Board to Transient Habitation, a more restricted use type. The Board of Supervisors reversed this decision on appeal on 4/25/2023, but expected to consider the Inland VHR policy more broadly when the Inland Zoning Code update comes before them. However, it was later decided that the concept was too controversial to be captured in the 9/10/2024 inland Zoning Code update, and will instead be taken up as a separate, focused Zoning Code update. This issue will be retaken up in 2025.

<p>Action 1.5a</p>	<p>Continue to publish housing resource information used to facilitate the development and improvement of affordable housing. Included could be items such as funding resources, affordable housing development agencies and developers, and energy conservation and green-building resources and services.</p> <p>In addition, the County will continue the following actions:</p> <ul style="list-style-type: none"> ☐ Disseminate housing-related brochures (e.g. farmworker housing) to individuals, developers, and builders that visit Planning and Building offices. ☐ Continue to report on the implementation and effectiveness of the Housing Element in the General Plan Annual Report to the Board of Supervisors. <p>Require that building permit application packets include the Housing Affordability Survey needed for the Annual Housing Report, with the requirement that it be turned in by the applicant with the permit packet in order for the application to be considered complete.</p>	<p>Annual updates of all informational materials as described above; by 2021 develop and include an 'Affordability Survey' for Building Permit packets;</p>	<p>In 2022 the Planning and Building Services Department overhauled their website, improving usability, adding an informational ADU webpage, and expanding the Grant Info and Financial Resources Section. While the County has prepared and rolled out a Housing Affordability Survey in both English and Spanish, responsiveness has thus far been limited and consequently the moderate/above moderate classifications on Tables A and A2 of this report are based on categorical assumptions (for example, absent other evidence, all ADUs have been presumed to be affordable to Moderate Income households - the County is aware of ABAG's alternate ADU income distribution projection methodology, and may at some point revisit past APRs to retroactively apply these projections).</p>
<p>Action 2.1a</p>	<p>Assist developers and non-profit organizations with the acquisition, rehabilitation, or development of affordable housing as funding permits.</p>	<p>As Requested</p>	<p>No developers or non-profit organizations have requested assistance acquiring, rehabilitating, or developing affordable housing. Due to limited staff capacity, the County has not identified federal, State, local, and private funding sources but continues to review opportunities as they are made available.</p>

Action 2.1b	<p>Continue code enforcement actions to identify substandard or unsafe housing and sanitary facilities.</p> <p><input type="checkbox"/> Provide contact information to property owners to assist in identifying programs to abate violations, assist with upgrades and weatherization, and conserve the housing stock.</p> <p><input type="checkbox"/> Use Revenue and Taxation Code Section 17274 as an inducement to private sector rehabilitation of rental housing (denies State tax deductions to owners of substandard rental property); include notice of potential use in violation notices.</p> <p><input type="checkbox"/> Explore establishing a program to facilitate the replacement of older mobile homes in order to remove substandard units from County housing stock. This exploration should consider whether internal methods or collaborating with outside agencies, or a combination of the two, would be most efficient.</p> <p><input type="checkbox"/> Continue to comply with Government Code Section 65590 in the Coastal Zone (requires converted or demolished low-or moderate-income housing units within the Coastal Zone to be replaced with similarly affordable units onsite or elsewhere within the Coastal Zone if feasible), including procedures to review and track conversions and Coastal</p> <p>Zoning Code amendments if necessary</p>	<p>Update and Continue Processes As Identified;</p> <p>2021 - Establish a program to facilitate the replacement of older mobile homes in order to remove substandard units from County housing stock; by 2021 invite the Mendocino County Code Enforcement Division to present an informational session before the Mendocino County Planning Commission on sub-standard housing</p>	<p>The County continues code enforcement actions to identify sub-standard housing and/or sanitary facilities and provides contact information to property owners to help identify programs to abate violations, assist with upgrades and weatherization, and conserve the housing stock. The County continually uses the Revenue and Taxation Code Section 17274 as an inducement to private sector rehabilitation of rental housing. There were no demolitions of low-or moderate-income housing units within the Coastal Zone, and very few demolitions of residential structures. The majority of demolition permits issued in Mendocino County are for non-permitted construction.</p> <p>Due to limited staff capacity, a program has not yet been implemented to facilitate the replacement of older mobile homes and Code Enforcement has not yet presented to the Planning Commission on substandard housing. However, the County believes both are integral to improving housing conditions in Mendocino County and will continue to pursue both as capacity allows. In 2023 Code Enforcement began a program offering tenants of rental units assessments related to Health and Safety Code Section 17920.3 and 17920.10, to provide reports for the tenants' use.</p>
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Action 2.1c	Continue to monitor the dates that rent or price-restricted affordable housing projects in the unincorporated County will convert to market rate units. Work with owners and agencies to preserve this stock of affordable housing.	Ongoing as project are timed to convert to market-rate units.	In 2022, the Planning and Building Services Department reviewed the last 20 years of recorded deeds to prepare a reference sheet for the At Risk Units Program, the monitoring of rollover dates of restricted affordable projects. In 2017, Holly Ranch Village in Cleone was sold to private developers and deed restriction was removed on the 10 units to become primarily market rate housing. The County has not received interest from owners or agencies to preserve the affordable housing stock.
Action 3.1a	Work with developers to include a variety of housing types, such as smaller single-family homes, second units, duplexes, and multi-family units, including rental units for lower-income large families and developments exceeding ten residential units, during pre-subdivision consultation and through the Inclusionary Housing development planning process. Consider development incentives such as reduced setbacks, density bonuses, fee assistance, etc.	By 2021 present to the Mendocino County Planning Commission, development incentives such as reduced setbacks, density bonuses, and fee assistance to support the creation of affordable housing. Discuss the benefits of a variety of housing types with interested developers in an ongoing manner, and specifically, at each pre-application conference.	The County continues to offer technical expertise to all interested parties wishing to learn more about alternative housing types and what incentives may be available. Aside from ADUs, low-cost Class K dwellings and mobile homes, interest has generally been limited. The Inclusionary Housing zoning chapter was repealed on 9/10/2024; the County encourages developers to apply State Density Bonus Law.
Action 3.1b	On sites lacking public water, sewer, or both, allow higher density housing development, within the scope of the zoning designation, that have alternate means of water supply or sewage treatment, and which meet the requirements of the County Division of Environmental Health and the State Regional Water Quality Control Board and geological review.	Twice within the planning period and with each pre-application conference.	The Golden Rule motel-to-housing conversion, U_2020-0004, was approved by the County with a concession for an alternate, non-public water source. Wells and septic systems remain prolific in Mendocino County, and are often used to support new residential development where no water or sewage infrastructure exists. These solutions generally only allow for limited-density development. Longterm, sustainable water supply in particular remains a major hurdle for future residential development.

Action 3.1c	Ensure the General Plan land-use classification “Mixed Use” is used in a manner that maximizes residential potential and provides a clear set of policies, regulations, and requirements for those interested in developing their properties. The Mixed Use District shall allow up to 29.04 units per acre and include design criteria that will allow developers to submit a project, aware of the site design requirements.	By July 2021, review General Plan land-use classification “Mixed Use” and by January 2022, update if needed, ; by July 2021 and then annually, provide a review of permit activity on properties under the Mixed Use General Plan designation to the Director of Planning & Building Services to ensure adherence to policies, regulations and requirements.	The Ukiah Valley Area Plan, a mixed use rezone covering 192 parcels, is in process and expected to be heard in 2025.
Action 3.1d	Update the Density Bonus Code (Chapter 20.238) as necessary, to be consistent with current State law.	If required, update the Density Bonus Code (Chapter 20.238) by July 2021 to be consistent with State law and intent.	On 9/10/2024, the County Board of Supervisors adopted an updated Zoning Code for the inland areas of the county (MCC Title 20, Division I). In this update the County's Inclusionary Housing Ordinance, also known as the Density Bonus Code, was repealed. The intent of this change is that the County entirely defers to State Density Bonus Law.
Action 3.2a	Continue efforts around the development of ADUs and explore additional incentives to promote ADUs to help ensure RHNA progress. Continue to publicize the opportunities for and encourage the production of accessory dwelling units for full-time occupancy, and encourage family care units. Create resource materials to better facilitate and guide prospective ADU construction.	Develop ADU resource materials by July 2021; and explore ways to promote ADUs at least three times during the planning period. This could be through social media, meetings with developers, etc.	On 5/20/2022, the ADU information section of the County website went live - it has since moved from it's original URL to https://www.mendocinocounty.gov/departments/planning-building-services/accessory-dwelling-units . The County's contract to provide free ADU plans expired, but the County has been able to continue providing the original plans as unstamped samples.

Action 3.3a	<p>Inform local agencies of their obligations to:</p> <p>(1) provide the County a written offer to sell or lease surplus land for affordable housing purposes (Government Code Section 54220 et seq.),</p> <p>(2) fully use Revenue and Taxation Code regulations authorizing use of State tax-defaulted property for public purposes such as land banking or specific housing projects (Section 3695.5 and 3791.4), and</p> <p>(3) promote housing opportunities using underutilized lands or facilities.</p>	<p>Inform local agencies of these obligations and opportunities by July 2021 and then every two years. Provide additional information, as Requested</p>	<p>On July 16, 2023, the County sent out a public notice stating their intent to sell or lease surplus property at APN 107-280-45 (Mariposa Park/Swimming Hole), including information establishing priority for buyers intending to maintain the property as open recreation or to develop affordable housing. No statements of interest have been recieved and the property has not yet been sold. The Board of Supervisors has expressed interest in selling or leasing additional parks and County facilities as a response to potential budget deficits as well.</p>
Action 3.4a	<p>Work with water and sewer service districts to coordinate improvements with a priority to serve those medium and high residential densities as set forth in the General Plan. Inform the various service districts of the location of medium and high density residential designations to enable the districts to identify needed capacity improvements. Notify the districts of applicable grant opportunities that facilitate sustainable, compact development.</p>	<p>By December 2020, and annually thereafter conduct meetings with water and sewer districts to discuss needed capacity improvements. In an ongoing and timely manner, relative to funding application deadlines, inform water and sewer districts or other applicable local agencies of the publication of applicable grant opportunities that facilitate sustainable, compact development.</p>	<p>The County is working with the water districts on consolidation efforts to facilitate future development of higher density and supports Anderson Valley Community Services District's projects to establish water and sewer within the town of Boonville. The County is also facillitating the annexation of 26 parcels into the Millview County Water District. The Mendocino Community Services District, in conjunction with the Mendocino Unified School District, has initiated a multiphase project to improve the reliability of water service in the Town of Mendocino. The first phase, U_2022-0012, for recycled water irrigation and hydrant infrastructure, was approved by the County on 7/6/2023. The second phase, UM_2024-0008, was approved by the County on 12/19/2024 and is awaiting a final appeal determination from the California Coastal Commission The Ukiah Water Valley Authority (UVWA) and the Willow County Water District consolidated in November 2024.</p>

Action 3.4b	<p>Service District Constraints: (1) Inform water and sewer districts of the requirement to grant priority to allocation of available and future water resources to lower income housing developments that help meet the Regional Housing Need (Government Code Section 65589.7), and (2) recommend that service districts reduce, waive, or defer connection fees for affordable housing projects when requested for project feasibility. The County will request districts to provide a copy of adopted regulations, follow up with subsequent correspondence, and notify the public of Government Code Section 65589.7.</p>	By December 2020, and annually thereafter	In July 2024, the County reached out to all water and sewer districts operating in the county to inform them of the relevant requirements, recommend waiving fees for affordable housing projects, and requesting copies of adopted regulations.
Action 3.4c	<p>Prior to future Regional Housing Needs Assessment (RHNA) allocation processes, advocate before the Mendocino Council of Governments (MCOG) the County's strong support for higher density housing development for all income levels in urbanized or incorporated parts of the County. This is based on the understanding that infill development, particularly that which serves lower income populations can more easily obtain public services (e.g. transportation, shopping, employment centers and/or training, etc.) in such areas, and that service (i.e. water, sewer) capacity is often more readily available for high density residential development.</p>	By 2025, prior to the revised housing cycle, produce guidance that supports higher density housing development for all income levels in urbanized or incorporated parts of the County; by 2021 invite MCOG to present an informational session before the Mendocino County Planning Commission on RHNA and regional cooperation.	The County worked with the Mendocino Council of Governments (MCOG) to update the Regional Housing Needs Plan in 2018. This update revised the allocation of housing unit needs based on the revision of the Regional Housing Determination received from HCD and informed the 2019 RHNA processe to support higher density, low- and very low-income housing. MCOG did not present to the Planning Commission on RHNA and regional cooperation; however, during the 2019-2027 Housing Element Update, the Planning Commission was made aware of the County's 6th Cycle RHNA.

Action 3.5a	<p>Reduce Constraints to Housing Production:</p> <p>(1) Amend the Zoning Code and the Division of Land Regulations to allow additional exceptions to standards.</p> <p>(2) Evaluate and, where appropriate, reduce or modify the standards</p> <p>(3) Provide priority processing</p> <p>(4) Consider permit fee waivers, reductions, or deferments requested by affordable</p> <p>(5) Identify obstacles in zoning requirements and possible conflicts between codes and policies that may prevent the development of affordable housing</p> <p>(6) The County will amend the Zoning Code to conform with State law by permitting mobile home parks in all residential zones.</p> <p>(7) Amend the County’s Inclusionary Housing requirements to allow more flexibility, encouraging greater use of the program.</p> <p>(8) Per AB 101 (2019) the County will review its zoning ordinance and make revisions if necessary to allow low barrier navigation centers</p> <p>(9) The County will establish a written policy or procedure and other guidance as appropriate to specify the SB 35 streamlining approval process and standards</p>	<p>Complete any required updates to the Zoning Code by July 2021. By 2022, respond to each of the ten (10) goals identified above with regard to facilitating housing production and report to the Planning Commission.</p>	<p>On 9/10/2024, the County Board of Supervisors adopted a holistic revision to the Inland Zoning Code (MCC Title 20, Division I). This included removal of the County's Inclusionary Housing requirements as they were found not to have resulted in significant affordable housing creation and posed a barrier to market rate housing development. It also included two newly-allowable housing types: Second Residential Units (a complementary housing option to ADUs) and Moveable Tiny Homes, with the hope that these added options will stoke further affordable and market-rate housing development. It also codified the allowance of low barrier navigation centers, provided for the discretionary permitting of mobile home parks in all residential zones, and allowed for supportive housing in all multifamily zones (and provided for discretionary permitting of supportive housing in most other zones). The update also reclassified Farmworker Housing as a residential unit, in compliance with the Employee Housing Act. On a project-by-project basis, the County considers fee waivers, reductions, or deferments for affordable housing. No requests for this have been received during the planning period. As the County has not been found out of compliance with RHNA targets and the majority of housing development outside the Coastal Zone is ministerially approvable anyway, development of procedures regarding SB 35 has not been made a priority.</p>
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Action 3.5b	Investigate the creation of an overlay district for affordable housing that permits an increase in density only after the purchase of land by developers of affordable housing in order to keep the cost of land more affordable than land already zoned for equally high density.	By 2021, provide appropriate revisions to the inclusionary housing policy for review of the Planning Commission. Include modifications to the County's Inland Zoning Code to increase the land available for affordable housing development.	The County has not investigated the creation of an affordable housing overlay district to increase density conditional upon land ownership by an affordable housing developer. The County will consider this policy moving forward.
Action 3.5c	Promote and assist with the creation of Community Land Trusts for the purpose of developing and preserving affordable housing over the long term. Consult with existing open-space land trusts to see if they are interested in including affordable housing. They could partner with non-profit housing agencies for management of the housing portion of the property.	Support ongoing initiatives related to the establishment of Community Land Trusts (CLTs) by providing staff support to housing advocacy groups in conjunction with regional jurisdictions. By 2021, identify sites and funding mechanisms for CLTs as a means to implement affordable housing.	The County partners with the Community Development Commission (CDC) to support their investigation and implementation of Community Land Trusts (CLTs) to preserve long-term affordable housing. The CDC manages subsidized housing under its non-profit branch, Building Better Neighborhoods, Inc. At this time, no sites have been identified for CLTs.
Action 3.5d	Pursue the development of the remainder of the affordable multi-family units for lower-income households approved by voters under the County's Article 34 authority.	Ongoing (As Requested)	The County is in the process of determining the remainder of the affordable multi-family units for lower-income households approved by voters.

Action 4.1a	<p>Continue to support the Community Development Commission (CDC) in its effort to conduct landlord-tenant workshops throughout the County to educate tenants and landlords about their rights and responsibilities and address concerns. In addition, the County will do the following:</p> <ul style="list-style-type: none"> ☐ Continue to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development (HUD). ☐ Provide informative materials concerning fair housing and housing discrimination at locations that provide housing and related services. 	<p>By 2021, conduct staff meetings with both the Community Development Commission (CDC) and Legal Services of Northern California to determine the most supportive actions County staff can provide to facilitate the resolution of housing discrimination complaints; by 2022 invite the CDC and Legal Services of Northern California to present an informational session before the Mendocino County Planning Commission on issues related to housing discrimination.</p>	<p>The CDC has ended their landlord-tenant workshop program. However, the County still supports CDC in other efforts to support vulnerable populations. The County continues to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development. The County provides informative materials concerning fair housing and housing discrimination over the counter upon request. To date, no housing discrimination cases have been received by County staff. In 2022, the Planning and Building Services Department published an ADU guidance webpage at https://www.mendocinocounty.gov/departments/planning-building-services/accessory-dwelling-units, with a section emphasizing housing discrimination laws and tenant rights. Legal Services met with PBS staff on 9/8/2022 and presented an informational session to the Planning Commission on 10/5/2023. PBS staff also met with CDC on 11/7/2022. They declined the invite to present to the Planning Commission, but agreed to reach out if something changed and they felt such a presentation would be beneficial.</p>
Action 4.2a	<p>Special Needs Rental Housing: Support applications to State and Federal agencies such as Housing and Community Development (HCD), State Treasurer's Office, HUD, and the United States Department of Agriculture (USDA) for affordable rental housing financing to provide shelter for very low- and extremely low-income families and special needs households.</p>	<p>Ongoing; Continue to provide financial assistance (where applicable), local cooperation agreements, partnerships, and regulatory incentives that develop opportunities for affordable rental housing with a goal of supporting one multi-family unit application annually.</p>	<p>The County maintains a collection of Grant Info and Financial Resources at https://www.mendocinocounty.org/government/planning-building-services/grants-and-other-financial-assistance - this page received a substantial overhaul in 2022, and the County anticipates performing another overhaul in 2025 given the significant recent change in Federal aid direction. The Building Permit for Phase 2 of the County-owned Live Oak Apartments (Homekey) affordable housing project was issued on 3/11/2022.</p>

Action 4.2b	<p>Extremely Low-Income Program Development: Work with other agencies and local partners, including Legal Services of Northern California to jointly develop and implement a program that is designed to address the needs of the extremely low-income households in Mendocino County. At least annually and on an ongoing basis contact agencies and developers to facilitate implementation of the program. Actions to be considered for inclusion in the program include prioritizing local funding, supporting applications for funding, applying for funding, establishing incentives and concessions, and exploring housing types and methods to promote their development</p>	<p>By 2021, annually thereafter, and as requested, conduct staff meetings with Legal Services of Northern California to determine the most supportive actions County staff can provide to address the needs of the extremely low-income households in Mendocino County.</p>	<p>A preliminary meeting between PBS staff and Legal Service of Northern California was held on 9/8/2022. A follow up meeting has not been requested. County staff remain available as a resource for local partners as the need arises.</p>
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<p>Action 4.3a</p>	<p>Farm Employee/Labor Housing: Continue to work with the agricultural community, housing providers and agricultural groups to develop and build year-round and seasonal agricultural worker housing. Continue to identify suitable locations for farmworker housing. Ensure that these groups are included in housing stakeholder meetings.</p> <p>The County will encourage and support State and Federal funding applications for farmworker housing and supporting infrastructure by providing technical assistance when needed, and continue to conduct pre-application conferences and meet with farmworker housing developers on an ongoing basis. Provide information about the County's farm employee/labor housing regulations.</p> <p>Meet with the Mendocino County Farm Bureau and other farm advocacy groups to discuss agriculture-related policies, regulations, and opportunities in the County's planning documents, including General Plan Elements, such as an Agriculture Element.</p>	<p>By 2021, annually thereafter, and as requested conduct staff meetings with the Mendocino County Farm Bureau in conjunction with the Department of Agriculture to determine the most supportive actions County staff can provide to address the needs of the agricultural community; by 2021, annually thereafter, and as requested invite the Mendocino County Farm Bureau to present an informational session before the Mendocino County Planning Commission on Farmworker Housing</p>	<p>PBS staff met with the Mendocino County Farm Bureau and the Agricultural Commissioner's office on 11/14/2022. The Farm Bureau was not interested in making a Planning Commission presentation at that time, but would reassess if circumstances change. A follow up meeting has not been requested.</p>
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<p>Action 4.3b</p>	<p>Encourage the production of affordable housing for Native Americans pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) on fee land owned by Indian tribes that qualifies for the tax exemption under California Revenue and Taxation Code Section 237 or Federal land held in trust for Indian tribes, or by entering into local cooperation agreements with Indian tribes when required for the use of NAHASDA funding within the County, and by advocating that Indian tribes and housing agencies work with the County to maximize the compatibility of Indian housing projects with County General Plan objectives.</p>	<p>By 2021, annually thereafter, and as requested conduct staff meetings with the Bureau of Indian Affairs and local Tribal Governments to determine the most supportive actions County staff can provide to encourage the production of affordable housing for Native Americans pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA); by 2021 provide invitation to the Bureau of Indian Affairs staff to present before the Mendocino County Planning Commission.</p>	<p>PBS invited the Bureau of Indian Affairs and local tribal governments to consultation meetings in 2022, and met with all who responded. No consultation meetings were requested in 2023 or 2024.</p>
<p>Action 4.3c</p>	<p>Increase housing opportunities for persons with disabilities consistent with the fair housing and disability laws, and encourage physical access to and within residential units during the development review process. Encourage developers to make accommodations during the development review process and utilize appropriate sections of the County Zoning Code intended to accommodate individuals with disabilities.</p>	<p>Discuss the benefits of increasing housing opportunities for persons with disabilities, improving accessibility and making accommodations with interested developers twice within the planning period, and specifically, at each pre-application conference.</p>	<p>In 2022, PBS published an ADU guidance webpage emphasizing the benefits of creating special needs housing.</p>

<p>Action 4.3d</p>	<p>Provide planning assistance to address homelessness in the County by: Working with Mendocino County’s “Continuum of Care Plan” to address homelessness by assisting, when practical, to develop shelters, transitional, and permanent supportive housing for homeless residents in the County.</p>	<p>Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.</p>	<p>The County’s Health and Human Services Agency (HHSA) coordinates homeless services via the Mendocino County Homeless Services Continuum of Care (CoC). The HHSA works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.</p>
<p>Action 4.3e</p>	<p>Homeless Multi-Service Shelter and Assistance and Hospitality Centers: Continue to support the efforts of the Homeless Services Planning Group, Ford Street Project, and the Hospitality House Center to provide emergency shelter to homeless families and individuals, by providing planning assistance, letters of support, and attending meetings when resources permit.</p>	<p>Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.</p>	<p>The County continues to support the efforts of the Homeless Services Planning Group, Ford Street Project, and the Hospitality House Center to provide emergency shelter to homeless families and individuals. The HHSA works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.</p>

Action 4.3f	Provide support to the Mendocino County Health and Human Services Agency on housing and services available for persons with developmental disabilities.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The Mental Health Branch of the Health and Human Services Agency continues to work with a mental health service provider to develop new supportive care housing facilities in unincorporated areas. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.
Action 5.1a	In conjunction with local partners, pursue funding for and development of weatherization programs for new construction and rehabilitation through sources such as the rehabilitation loan program and through referrals to the North Coast Energy Service, which provides services on behalf of Pacific Gas and Electric (PG&E) and enrollment in the Home Energy Link Program. Develop partnerships with agencies and organizations offering weatherization services, such as Renewable Energy Development Institute (REDI), Community Development Commission (CDC), and North Coast Energy Services and Mendo-Lake Energy Watch (MLEW).	Apply for funding biennially. Promote the use of weatherization programs as programs become available	<p>The County supports the CDC's Development and Sustainability Department and PG&E's efforts to provide a variety of energy conservation services, including energy efficiency audits and advice, funding and project assistance for energy efficiency retrofits, energy consumption benchmarking and training, and educational opportunities. The County also notes that Sonoma Clean Power, the local Community Choice Aggregation (CCA) offers a 100% renewable, greenhouse gas free option via their EverGreen service. Residents can also opt out of Sonoma Clean Power and instead get power from PG&E. Sonoma Clean Power asserts that their 88% carbon-free CleanStart service means a carbon footprint reduction compared to PG&E as well, but this relies on comparing Sonoma Clean Power's 2023 energy mix to PG&E's 2022 mix. As of 2023, PG&E, has completely eliminated GHG-emitting fossil fuels from its energy mix.</p> <p>The County received funding from FEMA's Hazard Mitigation Grant Program to create an Ignition-Resistant Roofing rebate program for homeowners in high or very high fire hazard severity zones. On 12/5/2023 the Board of Supervisors widened the eligibility criteria for applicants to the program.</p>

Action 5.1b	Protect and conserve water resources and lessen water-related expenses by encouraging rainwater collection and use, low-water landscape design and practices, gray water use and alternative stormwater management systems for larger projects, including multi-family housing, during the development review process. Provide examples of pre-approved designs and examples, such as the Environmental Protection Agency (EPA) and Low Impact Development (LID) standards and a list of drought-tolerant and native vegetation.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	<p>The County encourages drought-resistant landscape design through partnerships with the Russian River Watershed Association and the Sonoma-Marín Saving Water Partnership. These organizations provide landscape design templates and landscaping resources online in addition to outreach efforts to promote low-water landscape design. With 8 landscape templates, these pre-approved designs include alternative stormwater management systems for projects of varying sizes. Informational materials also encourage rainwater collection and use. This information is provided on the Housing Resources website and also published via brochure. Creation and publication of further informational materials relating to conservation and green building is anticipated, but has not yet occurred due to staffing shortages and competing priorities.</p> <p>The Model Water Efficient Landscape Ordinance (MWELO) requirements have been incorporated into MCC Title 9A.32.</p>
Action 5.1c	Incentivize green building, resource conservation and alternative energy generation and establish green building and sustainable practice requirements for new developments, remodels and retrofits. Topics to be included are: Green building materials and construction techniques; Passive solar design and siting; Energy efficient heating and cooling technology; Alternative water storage, wastewater treatment and reclamation and stormwater management systems; Small scale and community energy generation systems	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Thereafter, update it annually to reflect current conservation efforts. Update website as needed, and discuss benefits at each pre-application conference	<p>The County promotes renewable energy technologies in the General Plan CEQA Findings for both the Ukiah Valley Area Plan policies and the Mixed Use policies. In addition, the County partners with Sonoma Clean Power to provide residents with access to renewal source power. Sonoma Clean Power engages the community in extensive outreach and provides educational resources to interested parties for both residential and mixed use projects. The County promotes solar energy in the Zoning Code, providing expedited permitting for solar energy systems (including the Coastal Zone as of 12/19/2023), and recently implemented an automated online plancheck system for solar permits. Creation and publication of further information on utility assistance, home weatherization, and energy and water conservation is anticipated, but has not yet occurred due to staffing shortages and competing priorities.</p> <p>Additional CalGreen voluntary building requirements are not currently under consideration.</p>

Action 5.2a	Reduce electricity and natural gas demands by promoting the use of renewable energy technologies in residential and mixed-use projects through siting and design. Strongly promote solar energy generation, use of solar water heaters, and passive solar design in new housing and, especially, multi-family and farmworker housing both prior to and during project review.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	The County promotes renewable energy technologies in the General Plan CEQA Findings for both the Ukiah Valley Area Plan policies and the Mixed Use policies. In addition, the County partners with Sonoma Clean Power to provide residents with access to renewal source power. Sonoma Clean Power engages the community in extensive outreach and provides educational resources to interested parties for both residential and mixed use projects. The County promotes solar energy in the Zoning Code, providing expedited permitting for solar energy systems. Information on utility assistance, home weatherization, and energy and water conservation will be available on the County's website. In 2023, the County implemented an automated online plancheck system for solar permits. The reorganization of the PBS Department's website is ongoing.
Action 5.4a	Assist residents with lowering their utility costs by promoting utility assistance, home weatherization, energy and water conservation, and green building services.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	The reorganization of the PBS Department's website is ongoing. The County intends to expand the information provided on the County website relating to local organizations such as local renewable energy system designers and installers, rebates, and energy-rating systems, but has not yet moved forward with this due to staffing shortages and competing priorities.

<p>Action 5.4b</p>	<p>Assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects by providing information about resources and links to local organizations such as local renewable energy system designers and installers, rebates, energy-rating systems.</p>	<p>By 2021, reorganize the PBS Department website to incorporate a section on alternative energy policies, FAQs, and local resources to assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects Update website as needed, and discuss benefits at each pre-application conference</p>	<p>The reorganization of the PBS Department's website is ongoing. The County intends to expand the information provided on the County website relating to local organizations such as local renewable energy system designers and installers, rebates, and energy-rating systems, but has not yet moved forward with this due to staffing shortages and competing priorities.</p>
<p>Action 6.1a</p>	<p>Support funding applications, when requested by service districts, for financial and technical assistance to undertake water and sewage treatment facility planning and engineering studies, improvements, and expansions that could facilitate future housing development. Provide planning, grant-writing assistance and matching funds, if available. Take a proactive approach and remind the districts of the County's willingness to provide this support annually at the meeting.</p>	<p>By December 2020, and annually thereafter conduct meetings with water and sewer districts to discuss system improvements and solidify partnerships. In an ongoing and timely manner, relative to funding application deadlines, inform water and sewer districts or other applicable local agencies of funding opportunities and the support available from the County</p>	<p>The County supports the Boonville Water and Sewer Proposal to develop a municipal water and/or wastewater disposal system in Anderson Valley. In addition, the County is actively working with the Redwood Valley Water District on the Redwood Valley Water Infrastructure Retrofit Project to update infrastructure that will support the creation of more housing.</p>

Action 6.2a	Assist agencies and organizations in their pursuit of funding by providing technical assistance when requested.	By December 2020, and annually thereafter conduct meetings with agencies and organizations to discuss the development, preservation, and rehabilitation of affordable housing. In an ongoing and timely manner, relative to funding application deadlines, inform agencies and organization of funding opportunities and the technical assistance that the County is able to provide	The County assists agencies and organizations through preapplication conference meetings to provide the developers with application requirements to streamline the application process in subsequent steps. In addition, the County regularly provides support letters for projects.
Action 6.2b	Pursuant to AB 2936 (Aroner), propose that the Board of Supervisors increase the General Plan Maintenance fee to include a higher percentage to maintain and periodically update the Housing Element in compliance with State law.	By December 2020 review fees. By July 2021, amend fee schedule as needed	The County worked with the Board of Supervisors to increase the General Plan Maintenance fee to \$200 to allow maintenance and periodic update of the General Plan, including the Housing Element. This fee increase went into effect on June 26, 2023.

Action 6.2c	Explore the feasibility of local funding for affordable or special needs housing that promotes mixed-use, transit oriented, or compact integrated communities, such as: (1) MCOG funds for eligible transportation infrastructure (2) Air Quality Management District vehicle license fees	(1) December 15 of each odd numbered year; (2) By 2021, in conjunction with MCAQMD, staff will determine the feasibility of vehicle license fees as a means to support aforementioned housing development.	<p>The County has not explored the feasibility of local funding for affordable or special needs housing that promotes mixed-use, transit oriented, or compact integrated communities. However, the County supports this planning concept and identifies the 2019 Mendocino Pedestrian Needs Master Document as a resource to explore this opportunity moving forward.</p> <p>Continued issues with understaffing at both the County Planning and Building Services Department and the Air Quality Management District have precluded further exploration of these potential funding sources. In December of 2023 the County created a grants division within the CEO's office to pursue these and other such funding opportunities.</p>
Action 6.2d	Identify and pursue Federal, State, local, and private funding sources to expand the County's rehabilitation loan program for income-eligible households and to provide funds for acquisition/rehabilitation of affordable housing.	By January 2021, develop a selection of appropriate funding sources to pursue in 2021 that expand the County acquisition/rehabilitation of affordable housing. Align funding opportunities with the intent and capacity local housing organizations. After identification of funding sources, coordinate pursuit of funds with the Mendocino County CDC. Apply for funding by July 2022 and biennially thereafter.	Due to limited staff capacity, the County has not identified federal, State, local, and private funding sources to expand the County's rehabilitation loan program.

Action 6.3a	Continue to support application for the provision of rental housing assistance to extremely low-income households through the Section 8 (Housing Choice) Voucher Program.	By December 2020, and annually thereafter conduct meetings with agencies and organizations that assist lower-income households to discuss the continued provision of rental housing assistance to lower-income households.	The County maintains a collection of Grant Info and Financial Resources at https://www.mendocinocounty.org/government/planning-building-services/grants-and-other-financial-assistance - this page received a substantial overhaul in 2022, including additional Section 8 information and the County anticipates performing another overhaul in 2025 given the significant recent change in Federal aid direction. The Building Permit for Phase 2 of the County-owned Live Oak Apartments (Homekey) affordable housing project was issued on 3/11/2022.
Action 6.4a	Continue to support the application for HUD Continuum of Care grants for homeless populations to provide and expand, through community contracts, resource centers and transitional and permanent supportive housing units for the homeless.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The County supports CDC's rental assistance program funded under the Continuum of Care application process and Community Development side of the U.S. Department of Housing and Urban Development. This program provides rental assistance to homeless disabled persons. The program currently has 124 clients receiving rental assistance. The program receives in-kind support from case managers at various local agencies such as the Ford Street Project/Ukiah Community Center, Mendocino Coast Hospitality Center, Behavioral Health, and the Alcohol and Drug Program (AODP). The HHSA also works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.

Jurisdiction	Merced County - Unincorporated	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the chcklist here : https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Mendocino County - Unincorporated	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

For up to 25 percent of a jurisdiction’s moderate-income regional housing need allocation, the p			
Project Identifier			
1			
Prior APN ⁺	Current APN	Street Address	Project Name ⁺
Summary Row: Start Data Entry Below			

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain :

Table F2

Above Moderate Income Units Converted to Moderate Income Pursua

lanning agency may include the number of units in an existing multifamily building that were converted to de
table, please ensure housing developments meet the requirements describ

[illegible]

auto-calculation formulas

ant to Government Code section 65400.2

ed-restricted rental housing for moderate-income households by the imposition of affordability covenants ar
ced in Government Code 65400.2(b).

sehold Incomes After Conversion				Units credited toward Mo RHNA
4				5
Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Moderate Income Units Converted from Above Moderate
0	0	0	0	0

nd restrictions for the unit. Before adding information to this

derate Income	Notes
	6
Date Converted	Notes

[illegible]

must contain an inventory of ALL lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

S REPORT

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Jurisdiction	Mendocino County - Unincorporated	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

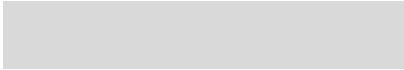
ANNUAL

Local governments are required to inform HCD about any local tenant preference ordinance the local government has adopted. Effective January 1, 2023, local governments adopting a tenant preference are required to create a v

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

AL ELEMENT PROG

Table I
Tenent Preferer
rnment maintains when the jurisdic
vebpage on their internet website c

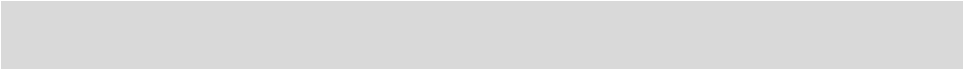


RESS REPORT

K

nce Policy

ction submits their annual progress report on housing approvals and production, pe
containing authorizing local ordinance and supporting materials, no more than 90 d



er Government Code 7061 (SB 649, 2022, Cortese).
lays after the ordinance becomes operational.



Low	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized by:

Total award amount is auto-populated based on amounts entered in rows 15-26.

role A2)

1048

0
0
3
9
12

Current Year
0
0
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0
0
39
59
98

Current Year
0
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0
0
40
83
123

ized based on the eligible uses specified in Section 50515.02

Other Funding	Notes
Other	As of 9/27/24, all reimbursements have been requested, with the final reimbursement payment received around 11/4/2024. Other funding source: General Plan Maintenance Fund
Local General Fund	This project was included on the LEAP grant proposal, but ultimately the LEAP grant monies were ultimately all routed to the Zoning Ordinance Update. The County is still undertaking this project, instead funding it entirely with County dollars.



MENDOCINO COUNTY GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2023

Pursuant to Government Code § 65400(a)(2), the Planning and Building Services Department (PBS) is required to provide an annual report to the Board of Supervisors, the Governor's Office of Planning and Research, and the state Department of Housing and Community Development on the status of the General Plan and progress in its implementation. This report is intended to compliment the Housing Element Annual Progress Report, submitted separately, which contains the bulk of the information required in that section of the Government Code. This report covers the period from **January 1, 2023 – December 31, 2023**.

The Mendocino County General Plan is the comprehensive, long-term plan for the physical development of the county. Implementation and maintenance of the General Plan is predominately the responsibility of PBS, though the ultimate authority to rule on and change it resides with the Board of Supervisors, subject to the prescribed scope and requirements delineated in Government Code § 65300 et seq.

Adopted General Plan Updates

The Mendocino County General Plan underwent no amendments in 2023.

Forthcoming General Plan Updates

GP_2022-0001, a General Plan amendment to recognize and address the disadvantaged unincorporated communities (DUCs) that exist within the county, as required by Government Code § 65302.10, is set to go before the Planning Commission for review in 2024 and expected to go before the Board of Supervisors for adoption shortly thereafter.

In September 2022 the County applied for, and on November 16, 2022 was awarded, an LCP Local Assistance Grant to perform a comprehensive update to the Local Coastal Plan, including the General Plan's Coastal Element. While it underwent minor amendments in 2005 and 2021, a comprehensive update has not occurred since 1992. The overall goal of the project is to improve local coastal planning in Mendocino County to better address coastal resiliency and climate change adaptation by updating technical studies, descriptions, policies, maps, and the implementation plan for the LCP in order to adapt to the impacts of climate change, sea level rise, and associated coastal hazards while maintaining the overall quality of the coastal zone environment in the interest of all people. On August 31, 2023, the County also received a rolling grant for the planning and development of a coordinated and organized Sea Level Rise Resilience Strategy for Mendocino County, which will be folded into the LCP update.

Once the LCP update has been completed (anticipated certification in December 2026), the County also aims to perform a comprehensive update to the rest of the General Plan, possibly breaking out each legally-required element into a separate chapter. This is expected to coincide with the 7th Cycle Housing Element, expected to go into effect in late 2027. The last such comprehensive update of the General Plan (excepting the Coastal Element) occurred in 2009.

As needed, the County considers minor updates to the General Plan Designation maps to accommodate rezones. These are rare, and when necessary multiple proposals are considered together as a single potential update, so as to maintain consistency with the four-amendment-per-year maximum established in Government Code § 65358. Two such applications are currently under review: GP_2021-0002, to expand the Visitor Accommodations and Services Combining District to an additional parcel in the Coastal Zone, and GP_2023-0002, to rezone approximately 160 acres from Rangeland (RL-160) to Rural Residential (RR-10).

Additional Implementation Notes

The Planning Development Department continues to implement the General Plan in reviewing development permits and interpreting and enforcing the County code. Recommendations for approval of all discretionary use permits are required to make the finding that the proposal conforms with the General Plan. Standards for approving ministerial permits were also developed in conformance with the General Plan. Decisions of the Planning Commission, Subdivision Committee, Mendocino Historical Review Board, and other such public hearing bodies must also remain consistent with the General Plan.

A draft for a comprehensive update to the Inland Zoning Code is currently being prepared. While this is not expected to necessitate an amendment to the General Plan, it will adapt the implementation of the existing goals and policies to better reflect the current planning landscape.

The County website was recently updated to improve accessibility of the most up-to-date versions of each component of the General Plan, and of the most recent studies prepared to inform it, such as the Climate Vulnerability Assessment Report, Coastal Groundwater Study, and State Route 1 Corridor Study.

The County remains committed to coordinating with the neighboring incorporated cities and tribal governments to maintain a strong regional planning strategy.

The Mendocino County General Plan is available at <https://www.mendocinocounty.gov/government/planning-building-services/plans/mendocino-county-general-plan>. Questions regarding the General Plan can be submitted to PBS (see contact info in the letterhead above). Interested parties may also contact individual County Supervisors or speak during the Public Comment period at publicly noticed Board of Supervisors Meetings. Public engagement remains key to the planning process.

Rob Fitzsimmons
Planner II
Planning and Building Services
Mendocino County



MENDOCINO COUNTY GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2024

Pursuant to Government Code § 65400(a)(2), the Planning and Building Services Department (PBS) is required to provide an annual report to the Board of Supervisors, the Governor's Office of Planning and Research, and the state Department of Housing and Community Development on the status of the General Plan and progress in its implementation. This report is intended to compliment the Housing Element Annual Progress Report, submitted separately, which contains the bulk of the information required in that section of the Government Code. This report covers the period from **January 1, 2024 – December 31, 2024**.

The Mendocino County General Plan is the comprehensive, long-term plan for the physical development of the county. Implementation and maintenance of the General Plan is predominately the responsibility of PBS, though the ultimate authority to rule on and change it resides with the Board of Supervisors, subject to the prescribed scope and requirements delineated in Government Code § 65300 et seq.

Adopted General Plan Updates

The Mendocino County General Plan underwent no amendments in 2024.

Forthcoming General Plan Updates

GP_2022-0001, a General Plan amendment to recognize and address the disadvantaged unincorporated communities (DUCs) that exist within the county, as required by Government Code § 65302.10, was originally set to go to hearing in 2024 but has been postponed to 2025.

In September 2022 the County applied for, and on November 16, 2022 was awarded, an LCP Local Assistance Grant to perform a comprehensive update to the Local Coastal Plan, including the General Plan's Coastal Element. While it underwent minor amendments in 2005 and 2021, a comprehensive update has not occurred since 1992. The overall goal of the project is to improve local coastal planning in Mendocino County to better address coastal resiliency and climate change adaptation by updating technical studies, descriptions, policies, maps, and the implementation plan for the LCP in order to adapt to the impacts of climate change, sea level rise, and associated coastal hazards while maintaining the overall quality of the coastal zone environment in the interest of all people. On August 31, 2023, the County also received a rolling grant for the planning and development of a coordinated and organized Sea Level Rise Resilience Strategy for Mendocino County, which will be folded into the LCP update.

Once the LCP update has been completed (anticipated certification in December 2026), the County also aims to perform a comprehensive update to the rest of the General Plan, possibly breaking out each legally-required element into a separate chapter. This is expected to coincide with the 7th Cycle Housing Element, expected to go into effect in late 2027. The last such comprehensive update of the General Plan (excepting the Coastal Element) occurred in 2009.

The Redwood Valley Municipal Advisory Council (MAC) has been working for several years on an update to their Community Action Plan within the County General Plan, proposing a set of voluntary design guidelines for new development. An application for the requisite General Plan Amendment, GP_2024-0001, was submitted on 7/8/2024 and is in progress.

As needed, the County considers minor updates to the General Plan Designation maps to accommodate rezones. These are rare, and when necessary multiple proposals are considered together as a single potential update, so as to maintain consistency with the four-amendment-per-year maximum established in Government Code § 65358. Three such applications are currently under review: GP_2021-0002, to expand the Visitor Accommodations and Services Combining District to an additional parcel in the Coastal Zone,

GP_2023-0002, to rezone approximately 160 acres from Rangeland (RL-160) to Rural Residential (RR-10), and GP_2024-0002, to rezone approximately 108 acres from Rangeland (RL-160) to Agricultural (AG-40).

Additional Implementation Notes

The Planning Development Department continues to implement the General Plan in reviewing development permits and interpreting and enforcing the County code. Recommendations for approval of all discretionary use permits are required to make the finding that the proposal conforms with the General Plan. Standards for approving ministerial permits were also developed in conformance with the General Plan. Decisions of the Planning Commission, Subdivision Committee, Mendocino Historical Review Board, and other such public hearing bodies must also remain consistent with the General Plan.

In 2024, the Inland Zoning Code received an extensive update. While this did not necessitate an amendment to the General Plan, it adapted the implementation of the existing goals and policies to better reflect the current planning landscape.

The County remains committed to coordinating with the neighboring incorporated cities and tribal governments to maintain a strong regional planning strategy.

The Mendocino County General Plan is available at <https://www.mendocinocounty.gov/departments/planning-building-services/long-range-plans>. Questions regarding the General Plan can be submitted to PBS (see contact info in the letterhead above). Interested parties may also contact individual County Supervisors or speak during the Public Comment period at publicly noticed Board of Supervisors Meetings. Public engagement remains key to the planning process.

Rob Fitzsimmons
Planner II
Planning and Building Services
Mendocino County

Please Start Here

General Information	
Jurisdiction Name	Mendocino County - Unincorporated
Reporting Calendar Year	2024
Contact Information	
First Name	Rob
Last Name	Fitzsimmons
Title	Planner II
Email	fitzsimmons@mendocinocounty.org
Phone	7072346650
Mailing Address	
Street Address	860 N Bush St
City	Ukiah
Zipcode	95482

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://hcd.my.site.com/hcdconnect>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2024 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2024

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	docino County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	08/15/2019 - 08/15/2027

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	39
Above Moderate		59
Total Units		98

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	1
Single-family Detached	9	60	81
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	2
Accessory Dwelling Unit	2	25	25
Mobile/Manufactured Home	1	13	14
Total	12	98	123

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	98	98

Housing Applications Summary	
Total Housing Applications Submitted:	124
Number of Proposed Units in All Applications Received:	137
Total Housing Units Approved:	60
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	1	1
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	112	125
Discretionary	12	12

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	48
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Merced County Unincorporated
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	8th Cycle 08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes	
1				2	3	4	5						6		7	8	9	10		11	12	13	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4.5+ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see Instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	46	91	137	60	0						
	1331802100	40700 MOUNTAIN VIEW RD, MANCHESTER		BF_2024-0006	SFD	O	1/3/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1410805400	34781 IVERSEN RD, GUALALA		BF_2024-0007	MH	O	1/4/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0274812300	43085 IVERSEN RD, GUALALA		BF_2024-0118	SFD	O	2/20/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	0171606800	18201 OLD COAST HWY, FORT BRAGG		BF_2024-0129	SFD	O	2/26/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0172307700	32301 PEARL DR, FORT BRAGG		BF_2024-0143	ADU	R	3/5/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0191306000	31150 WE HWY 20, FORT BRAGG		BF_2024-0268	ADU	O	4/11/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1451211800	47101 BIG GULCH RD, GUALALA		BF_2024-0270	SFD	O	4/11/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	0200203600	32254 RIVER'S END RD, FORT BRAGG		BF_2024-0275	SFD	O	4/12/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1181603500	13551 POINT CABRILLO DR, MENDOCINO		BF_2024-0282	ADU	R	4/16/2024						1		1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1320500900	15161 IRISH BEACH DR, MANCHESTER		BF_2024-0286	SFD	O	4/16/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1430501500	33101 SO HWY 1, GUALALA		BF_2024-0291	SFD	O	4/19/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1320301900	44020 GARCIA CT, MANCHESTER		BF_2024-0322	SFD	R	5/3/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Reinstatement of a coastal
	1181603500	13551 POINT CABRILLO DR, MENDOCINO AREA		BF_2024-0352	SFD	O	5/13/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1260100400	1401 NO HWY 1, ALBION		BF_2024-0378	SFD	O	5/21/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1183302500	44785 ROSEWOOD TER, MENDOCINO		BF_2024-0381	SFD	O	5/22/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	1290300100	5500 CAMERON RD, ELK		BF_2024-0416	SFD	O	5/30/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	0138300205	41301 SEASCAPE DR, WESTPORT		BF_2024-0490	ADU	R	6/24/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0200402700	21751 PETALUMA AVE, FORT BRAGG		BF_2024-0502	ADU	R	6/26/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1184000800	45609 SO CASPAR DR, MENDOCINO AREA		BF_2024-0564	SFD	O	7/17/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	0202002900	30400 PUDDING CREEK RD, FORT BRAGG		BF_2024-0572	SFD	O	7/22/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	1190904600	10760 CALYPSO LN, MENDOCINO AREA		BF_2024-0578	MH	O							1		1	1		NONE	No	N/A	Approved	Discretionary	Coastal - Initial approval via
	1232311000	32251 ALBION RIDGE RD, ALBION		BF_2024-0628	SFD	O	8/8/2024							1	1			NONE	No	N/A	Pending	Ministerial	

	0693001800	24300 NO HWY 1, FORT BRAGG	BF_2024-0658	SFD	O	8/19/2024							1	1			NONE	No	N/A	Pending	Discretionary	
	0692422500	22177 BURROWS RANCH RD, FORT BRAGG	BF_2024-0661	MH	O	8/20/2024						1		1			NONE	No	N/A	Pending	Ministerial	Coastal - Entitlement pending
	0691021300	26201 BLUEBERRY HILL RD, FORT BRAGG	BF_2024-0803	ADU	R	10/8/2024						1		1			NONE	No	N/A	Pending	Ministerial	May require separate coastal
	1253000600	23101 LOW GAP RD, UKIAH	BF_2024-0858	SFD	O	10/30/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	0692513000	32101 CARRY RANCH RD, FORT BRAGG	BF_2024-0869	SFD	O	11/1/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1320800700	43620 SEA CYPRESS DR, MANCHESTER	BF_2024-0884	SFD	O	11/8/2024						1		1			NONE	No	N/A	Pending	Discretionary	
	1442521000	45300 OCEAN VIEW LN, GUALALA	BF_2024-0895	SFD	O	11/14/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	Coastal - Initial approval via
	1330300100	45500 LIGHTHOUSE RD, POINT ARENA CITY	BF_2024-0905	2 to 4	R	11/19/2024						1		1			NONE	No	N/A	Pending	Discretionary	Reinstating 1980s coastal
	0200302600	21910 JOHN HYMAN RD, FORT BRAGG	BF_2024-0915	ADU	R	11/22/2024						1		1			NONE	No	N/A	Pending	Ministerial	Conversion of one SFD to
	0201502800	20541 MONSEN WAY, FORT BRAGG	BF_2024-0924	ADU	O	12/2/2024						1		1			NONE	No	N/A	Pending	Ministerial	Likely requires Coastal Dev
	0193504000	17101 REDWOOD SPRINGS DR, FORT BRAGG	BF_2024-0966	ADU	R	12/20/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	0206000900	26000 COMPANY RANCH RD, FORT BRAGG	BF_2024-0988	SFD	O	12/31/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1231201200	30855 ALBION RIDGE L RD, ALBION	BF_2024-0990	SFD	O	12/31/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1702207000	1563 NO BUSH ST, UKIAH	BP_2024-0003	5+	R	1/4/2024						7		7			NONE	No	N/A	Pending	Ministerial	
	1702206900	1553 NO BUSH ST, UKIAH	BP_2024-0004	5+	R	1/4/2024						8		8			NONE	No	N/A	Pending	Ministerial	
	1870600300	5341 OLD RIVER RD, TALMAGE	BP_2024-0101	SFD	O	4/30/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0483411800	475 ST MARY'S AVE, HOPLAND	BP_2024-0136	SFD	O	6/3/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0132802900	37063 OMEGA DR, WESTPORT	BP_2024-0173	MH	O	7/3/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1450931400	44671 MOONRISE DR, GUALALA	BP_2024-0174	MH	O	7/4/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0204701200	20660 DENNISON LANE, FORT BRAGG	BP_2024-0187	SFD	O	7/12/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0691741800	32625 HAPPY LN, FORT BRAGG	BP_2024-0283	SFD	O	9/25/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1442310600	37780 OLD STAGE RD, GUALALA	BP_2024-0330	SFD	O	10/17/2024						1		1			NONE	No	N/A	Pending	Discretionary	Likely requires Coastal Dev
	0493101100	28390 HWY 128, YORKVILLE	BP_2024-0412	SFD	O	12/13/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	0461706400	12052 ANDERSON VALLEY WAY, BOONVILLE	BP_2024-0420	SFD	O	12/18/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1411003200	35791 TIMBERWOOD WAY, GUALALA	BP_2024-0429	SFD	O	12/28/2024						1		1			NONE	No	N/A	Pending	Discretionary	Coastal - likely requires CC
	1232311100	32400 ALBION RIDGE C RD, ALBION	BP_2024-0430	SFD	O	12/29/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	0371702200	27901 NO HWY 101, WILLITS	BU_2024-0016	SFD	O	1/9/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	1791701500	701 SUNSET DR, UKIAH	BU_2024-0042	ADU	R	1/18/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1840621100	2533 SO POMO LN, UKIAH	BU_2024-0048	MH	R	1/23/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	1042402600	2240 HILLTOP DR, WILLITS	BU_2024-0050	MH	O	1/23/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	0072502600	20380 HOLLANDS LN, WILLITS	BU_2024-0063	SFD	O	1/26/2024						1		1			NONE	No	N/A	Pending	Ministerial	

	1601001100	11177 WEST RD, REDWOOD VALLEY		BU_2024-0068	SFD	O	1/29/2024								1	1			NONE	No	N/A	Pending	Ministerial
	0365200700	33777 SHIMMINS RIDGE RD, WILLITS		BU_2024-0075	SFD	R	1/30/2024								1	1	1		NONE	No	N/A	Approved	Ministerial
	0377102600	32211 CONDOR RD, WILLITS		BU_2024-0078	SFD	O	1/30/2024								1	1			NONE	No	N/A	Pending	Ministerial
	1601504000	10480 WEST RD, REDWOOD VALLEY		BU_2024-0080	SFD	O	2/1/2024								1	1	1		NONE	No	N/A	Approved	Ministerial
	0142103900	1020 BRANSCOMB RD, LAYTONVILLE		BU_2024-0087	MH	O	2/2/2024							1		1			NONE	No	N/A	Pending	Ministerial
	1622103500	8020 PINECREST DR, REDWOOD VALLEY		BU_2024-0089	ADU	R	2/2/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0982451501	25284 MADRONE DR, WILLITS		BU_2024-0110	MH	O	2/8/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0474900700	10154 WILD OAKS LANE, UKIAH		BU_2024-0115	ADU	R	2/9/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0491802400	19606 MONAHAN CREEK RD, YORKVILLE		BU_2024-0118	ADU	R	2/9/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	1780204700	3000 WESTERLY PL, UKIAH		BU_2024-0166	SFD	O	2/28/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0362009000	36935 COVELO RD, WILLITS		BU_2024-0176	SFD	O	3/5/2024							1		1			NONE	No	N/A	Pending	Ministerial
	1512500200	7721 SKY HILL DR, UKIAH		BU_2024-0183	SFD	O	3/7/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0462406800	5021 LONG VALLEY RANCH RD, UKIAH		BU_2024-0210	SFD	O	3/20/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0462406800	5031 LONG VALLEY RANCH RD, UKIAH		BU_2024-0211	ADU	R	3/20/2024							1		1			NONE	No	N/A	Pending	Ministerial
	1602406000	2296 RANCHERIA RD, REDWOOD VALLEY		BU_2024-0222	ADU	R	3/26/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	1601601300	2111 GABRIEL LN, REDWOOD VALLEY		BU_2024-0225	MH	O	3/26/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0031900900	620 REDWOOD AVE, UKIAH		BU_2024-0231	SFD	O	3/28/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0981531101	25122 MADRONE DR, WILLITS		BU_2024-0232	SFD	O	3/29/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0154503401	33750 SHERWOOD RANCHERIA RD, WILLITS		BU_2024-0275	SFD	O	4/8/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	1610511200	10200 EAST RD, REDWOOD VALLEY		BU_2024-0294	SFD	O	4/15/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0382016400	2701 MUIR MILL RD, WILLITS		BU_2024-0297	ADU	R	4/19/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0462405500	8300 BOONVILLE RD, UKIAH		BU_2024-0299	SFD	O	4/18/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0324600500	23515 HOPPER LN, COVELO		BU_2024-0310	MH	O	4/22/2024							1		1			NONE	No	N/A	Pending	Ministerial
	1680100500	1081 MARINA DR, UKIAH		BU_2024-0324	SFD	O	4/26/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	1680100500	1071 MARINA DR, UKIAH		BU_2024-0325	ADU	R	4/26/2024							1		1			NONE	No	N/A	Pending	Ministerial
	0461503100	11510 ANDERSON VALLEY WAY, BOONVILLE		BU_2024-0356	SFD	O	5/7/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0131803000	101 POND RD, LAYTONVILLE		BU_2024-0357	MH	O	5/7/2024							1		1	1		NONE	No	N/A	Approved	Ministerial
	0264905900	33461 MOUNTAIN VIEW RD, BOONVILLE		BU_2024-0363	SFD	O	5/10/2024							1		1			NONE	No	N/A	Pending	Ministerial
	0142503800	44041 BRIGGS LN, LAYTONVILLE		BU_2024-0410	MH	O	5/28/2024							1		1	1		NONE	No	N/A	Approved	Ministerial

	0534003800	65708 CEDAR CREEK RD, LEGGETT	BU_2024-0412	SFD	R	5/28/2024							1	1			NONE	No	N/A	Approved	Ministerial
	0360104900	38951 SOUTH FORK RD, WILLITS	BU_2024-0417	SFD	O	5/30/2024							1	1	1		NONE	No	N/A	Approved	Ministerial
	1040612000	1725 HILLTOP DR, WILLITS	BU_2024-0469	ADU	R	6/19/2024						1		1			NONE	No	N/A	Pending	Ministerial
	0564301000	63170 BELL SPRING RD, LAYTONVILLE	BU_2024-0479	SFD	O	6/24/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1072640500	4200 JENKINS RD, REDWOOD VALLEY	BU_2024-0489	SFD	O	6/27/2024							1	1	1		NONE	No	N/A	Approved	Ministerial
	1072803800	4110 FISHER LAKE DR, REDWOOD VALLEY	BU_2024-0502	MH	O	7/2/2024						1		1	1		NONE	No	N/A	Approved	Ministerial
	1040900605	18865 SO MAIN ST, WILLITS	BU_2024-0522	SFD	O	7/11/2024							1	1			NONE	No	N/A	Pending	Ministerial
	0484004400	399 RALPH BETTCHER DR, HOPLAND	BU_2024-0559	MH	O	7/30/2024						1		1	1		NONE	No	N/A	Approved	Ministerial
	0460403100	7830 HIGHWAY 128, PHILO	BU_2024-0580	SFD	O	8/7/2024							1	1	1		NONE	No	N/A	Approved	Ministerial
	1711900300	18941 RIDGEWAY HWY, POTTER VALLEY	BU_2024-0641	SFD	O	8/15/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1511200200	8420 CHICKENFOOT RD, UKIAH	BU_2024-0656	SFD	O	8/21/2024							1	1			NONE	No	N/A	Pending	Ministerial
	0263922700	18895 PHILO GREENWOOD RD, PHILO	BU_2024-0682	MH	O	9/4/2024						1		1			NONE	No	N/A	Pending	Ministerial
	1822401700	2480 MILL CREEK RD, TALMAGE	BU_2024-0699	SFD	O	9/9/2024							1	1	1		NONE	No	N/A	Approved	Ministerial
	1791601000	701 WATSON RD, UKIAH	BU_2024-0720	SFD	O	9/23/2024							1	1			NONE	No	N/A	Pending	Ministerial
	0262931000	11871 BIG MEADOW RD, PHILO	BU_2024-0735	SFD	O	9/30/2024							1	1			NONE	No	N/A	Pending	Ministerial
	0262931000	11861 BIG MEADOW RD, PHILO	BU_2024-0736	ADU	R	9/30/2024						1		1			NONE	No	N/A	Pending	Ministerial
	1661401300	1610 WOODWAY LN, REDWOOD VALLEY	BU_2024-0774	ADU	R	10/15/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1050100300	3580 CHINGUAPIN DR, WILLITS	BU_2024-0776	SFD	O	10/17/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1473220101	4180 BLACKHAWK DR, WILLITS	BU_2024-0831	SFD	O	11/12/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1632500500	1786 RD B, REDWOOD VALLEY	BU_2024-0850	MH	O	11/19/2024						1		1	1		NONE	No	N/A	Approved	Ministerial
	1760600900	6801 NO HORSESHOE CIR, POTTER VALLEY	BU_2024-0872	MH	O	12/5/2024							1	1	1		NONE	No	N/A	Approved	Ministerial
	0375700400	27260 SKYVIEW RD, WILLITS	BU_2024-0878	SFD	O	12/9/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1622310700	730 BEL ARBRES RD, REDWOOD VALLEY	BU_2024-0892	ADU	R	12/13/2024						1		1			NONE	No	N/A	Pending	Ministerial
	0962610800	23641 RIDGE RD, WILLITS	BU_2024-0899	SFD	O	12/19/2024							1	1			NONE	No	N/A	Pending	Ministerial
	0010200700	1201 LOW GAP RD, UKIAH	BU_2024-0904	SFD	O	12/26/2024							1	1			NONE	No	N/A	Pending	Ministerial
	0142102600	1050 BRANSCOMB RD, LAYTONVILLE	BU_2024-0909	ADU	R	12/30/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1532000200	4300 CHEMISE RIDGE RD, PHILO	BU_2024-0911	SFD	O	12/30/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1511400300	7021 FIND YER WAY, UKIAH	BU_2024-0912	SFD	O	12/31/2024							1	1			NONE	No	N/A	Pending	Ministerial
	0131804200	49515 VALLEY DR, LAYTONVILLE	BU_2024-0914	SFD	O	12/31/2024							1	1			NONE	No	N/A	Pending	Ministerial
	1512500400	8200 CHICKEN FOOT RD, UKIAH	BU_2024-0915	SFD	O	12/31/2024							1	1			NONE	No	N/A	Pending	Ministerial

	0274611700	43700 FOREST FERN CT, POINT ARENA CITY		BV_2024-0004	ADU	O								1		1			NONE	No	N/A	Pending	Ministerial	
	1234202000	32297 MIDDLE RIDGE RD, ALBION		BV_2024-0020	SFD	O	1/5/2024								1		1		NONE	No	N/A	Pending	Ministerial	
	0171605500	18004 GEORGES LN, FORT BRAGG		BV_2024-0037	ADU	R	1/25/2024							1		1	1		NONE	No	N/A	Approved	Ministerial	
	1231203400	31451 ALBION RIDGE I RD, ALBION		BV_2024-0041	ADU	O	2/21/2024							1		1			NONE	No	N/A	Pending	Ministerial	Coastal - original approval
	1412401500	44500 GUALALA RD, GUALALA		BV_2024-0049	SFD	O	2/29/2024								1		1		NONE	No	N/A	Pending	Ministerial	
	1791802300	1985 RIDGE RD, UKIAH		BV_2024-0057	ADU	R	4/1/2024							1		1			NONE	No	N/A	Pending	Ministerial	
	0562300700	4500 IRON PEAK RD, LAYTONVILLE		BV_2024-0077	SFD	O	4/10/2024								1		1		NONE	No	N/A	Pending	Ministerial	
	0375701400	27301 SKYVIEW RD, WILLITS		BV_2024-0102	SFD	O	5/10/2024								1		1		NONE	No	N/A	Pending	Ministerial	
	1681810700	396 MILANI DR, UKIAH		BV_2024-0115	ADU	R	7/12/2024							1		1	1		NONE	No	N/A	Approved	Ministerial	
	1442331000	37851 OCEAN RIDGE DR, GUALALA		BV_2024-0183	SFD	O	7/31/2024								1		1		NONE	No	N/A	Pending	Ministerial	
	1195001500	42200 COMPTCHE UKIAH RD, MENDOCINO AREA		BV_2024-0186	SFD	O	12/19/2024								1		1		NONE	No	N/A	Pending	Ministerial	Likely requires Coastal Dev
	1195001500	42200 COMPTCHE UKIAH RD, MENDOCINO AREA		BV_2024-0187	SFD	O	12/31/2024									1	1		NONE	No	N/A	Pending	Ministerial	Likely requires Coastal Dev
							12/31/2024																	Likely requires Coastal Dev

1064

[illegible]

[illegible]

Jurisdiction	Mendocino County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 01/01/2019-08/14/2019	2019	2020	2021	2022	2023	2024	2025	2026	2027	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	291	-	-	39	-	21	-	-	-	-	-	125	166
	Non-Deed Restricted		-	-	-	65	-	-	-	-	-	-		
Low	Deed Restricted	179	-	-	-	-	-	-	-	-	-	-	21	158
	Non-Deed Restricted		-	-	-	21	-	-	-	-	-	-		
Moderate	Deed Restricted	177	-	-	-	-	-	-	-	-	-	-	247	-
	Non-Deed Restricted		4	20	43	49	40	52	39	-	-	-		
Above Moderate		702	45	40	67	51	58	59	59	-	-	-	379	323
Total RHNA		1,349												
Total Units			49	60	149	186	119	111	98	-	-	-	772	647
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-income Need		2019	2020	2021	2022	2023	2024	2025	2026	2027	Total Units to Date	Total Units Remaining
Extremely Low-income Units*		146		-	15	26	21	-	-	-	-	-	62	84

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact

HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted

VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Mendocino County - Unincorporated	
Reporting Year		2024	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
<div>Housing Programs Progress Report</div> <div>Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.</div>			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Action 1.1a	Minimize the effects of excessive noise, light, traffic, and exposure to hazardous industrial facilities and uses through the appropriate location of all new housing away from incompatible uses. Use Geographic Information Systems (GIS) and other tools to map and identify incompatible uses during the General Plan amendment process to change General Plan land-use classifications.	Develop materials regarding GIS services and available information by January 2021. Subsequently, update as amendments are processed.	The County regularly uses GIS to inform incompatible uses, especially as they relate to Wildland Urban Interface (WUI), Flood Hazards, Seismic, etc. The information and data layers are readily shared with whoever requests it.

Action 1.1b	Work with developers to create residential neighborhoods with mixed housing densities, types, and affordability levels that promote human interaction, neighborhood-scale services and facilities, and connectivity to schools, neighborhoods, and commerce during pre-subdivision consultation and throughout the Inclusionary Housing development planning process.	Pre-Application Conferences will be scheduled with developers upon the submission of each development application .	There have been no significant residential neighborhoods or major subdivisions proposed during the Housing Element planning cycle; as such, no pre-application conferences have been held with developers. The County maintains the Mixed Use General zoning district to promote greater efficiency and economy by providing public services, conserving agricultural and resources lands, preserving the county's rural character, and providing more affordable housing opportunities and continues to make pre-application conferences available to housing developers. The Inclusionary Housing zoning chapter was repealed on 9/10/2024; the County encourages developers to apply State Density Bonus Law.
Action 1.2a	Work with new and existing affordable housing development organizations that identify and address affordable housing needs throughout the County. Support organizations pursuing grants to fund development or rehabilitation of affordable housing by providing assistance and information when feasible.	As interested agencies approach the County	The County remains available and eager to work with existing and new affordable housing developers to support new opportunities, and has a CDBG fund available for them, managed through the Grants Division in the CEO's office.
Action 1.3a	Facilitate future annexation and housing development by pursuing a master tax-sharing agreement between the County and each incorporated city	As applications for annexation or tax sharing by cities and special districts are submitted or acknowledged.	The County finalized a Master Tax Sharing Agreement with all incorporated cities within the county on June, 5 2024.

Action 1.3b	Coordinate with each city on all new housing development projects located with the planning area (SOI or any currently adopted plan).	As applications for residential or mixed-use development are submitted	<p>Projects under County jurisdiction within the cities' Sphere of Influence are typically referred to the applicable city for comment.</p> <p>The County invited City of Ukiah staff to attend a Pre-Application Conference for the Millview Apartments project, 48 multi-family units proposed on Lovers Lane in the Ukiah SOI intended to serve farmworkers and is considered very low-income. This project has been completed. Additionally, a subdivision modification for the Bella Vista project (previously called Gardens Gate) was referred to the City of Ukiah by County staff. The proposed subdivision modification is located in the City's SOI and consists of a vesting tentative map to subdivide 48.8± acres into 171 residential parcels for 132 single-family parcels and 39 age-restricted senior housing parcels.</p>
Action 1.3c	Support annexation applications to the Mendocino LAFCO from incorporated cities for annexations of contiguous lands within each city's SOI that are consistent with LAFCO policies and an adopted master tax sharing agreements between the affected city and the County.	As new applications for annexation or tax sharing by cities and special districts are submitted.	The County supported Ukiah's annexation of the Western Hills development, completed 12/6/2024.
Action 1.3d	Collaborate with each city on development that prioritizes infill development within or adjacent to incorporated cities such that adequate infrastructure, including sewer, water, and circulation is constructed or in place to support new housing development.	Twice within the planning period and as new applications for residential or commercial development are submitted.	<p>The Millview Apartments proposed in the City of Ukiah's SOI in the unincorporated county on Lovers Lane have been completed. This 48-unit multi-family affordable housing project is located at 1650 N. Lovers Lane on a vacant lot surrounding by agricultural, residential, and light industrial uses. The County invited City staff to the Pre-Application Conference for this project to aid in providing comprehensive input throughout the planning process. The 80-unit Orr Creek Commons affordable housing project is likewise sited in the City of Ukiah's SOI in the unincorporated county, and was facilitated by collaboration with the City, including an out-of-area service provision for water.</p>

Action 1.4a	Empower Municipal Advisory Councils (MACs) to assist the County in developing and updating community specific plan documents for the areas they represent by identifying their residential and economic capacity, as well as local advantages, to create more resilient and vibrant communities.	Annually, support at least one (1) MAC in developing and updating a community specific planning document.	The Redwood Valley MAC has been working for several years on an update to their Community Action Plan within the County General Plan, proposing a set of voluntary design guidelines for new development. An application for the requisite General Plan Amendment, GP_2024-0001, was submitted on 7/8/2024 and is in progress.
Action 1.4b	Address issues associated with Vacation Home Rentals (VHRs) in residential communities to ensure safe and healthy housing opportunities are provided.	December 2020, annually thereafter	On 11/17/2022, the Planning Commission voted to reclassify Vacation Home Rentals in the Inland Zoning Area from Room and Board to Transient Habitation, a more restricted use type. The Board of Supervisors reversed this decision on appeal on 4/25/2023, but expectedt to consider the Inland VHR policy more broadly when the Inland Zoning Code update comes before them. However, it was later decided that the concept was too controversial to be captured in the 9/10/2024 inland Zoning Code update, and will instead be taken up as a separate, focused Zoning Code update. This issue will be retaken up in 2025.

<p>Action 1.5a</p>	<p>Continue to publish housing resource information used to facilitate the development and improvement of affordable housing. Included could be items such as funding resources, affordable housing development agencies and developers, and energy conservation and green-building resources and services.</p> <p>In addition, the County will continue the following actions:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Disseminate housing-related brochures (e.g. farmworker housing) to individuals, developers, and builders that visit Planning and Building offices. <input type="checkbox"/> Continue to report on the implementation and effectiveness of the Housing Element in the General Plan Annual Report to the Board of Supervisors. <p>Require that building permit application packets include the Housing Affordability Survey needed for the Annual Housing Report, with the requirement that it be turned in by the applicant with the permit packet in order for the application to be considered complete.</p>	<p>Annual updates of all informational materials as described above; by 2021 develop and include an 'Affordability Survey' for Building Permit packets;</p>	<p>In 2022 the Planning and Building Services Department overhauled their website, improving usability, adding an informational ADU webpage, and expanding the Grant Info and Financial Resources Section. While the County has prepared and rolled out a Housing Affordability Survey in both English and Spanish, responsiveness has thus far been limited and consequently the moderate/above moderate classifications on Tables A and A2 of this report are based on categorical assumptions (for example, absent other evidence, all ADUs have been presumed to be affordable to Moderate Income households - the County is aware of ABAG's alternate ADU income distribution projection methodology, and may at some point revisit past APRs to retroactively apply these projections).</p>
<p>Action 2.1a</p>	<p>Assist developers and non-profit organizations with the acquisition, rehabilitation, or development of affordable housing as funding permits.</p>	<p>As Requested</p>	<p>No developers or non-profit organizations have requested assistance acquiring, rehabilitating, or developing affordable housing. Due to limited staff capacity, the County has not identified federal, State, local, and private funding sources but continues to review opportunities as they are made available.</p>

Action 2.1b	<p>Continue code enforcement actions to identify substandard or unsafe housing and sanitary facilities.</p> <p><input type="checkbox"/> Provide contact information to property owners to assist in identifying programs to abate violations, assist with upgrades and weatherization, and conserve the housing stock.</p> <p><input type="checkbox"/> Use Revenue and Taxation Code Section 17274 as an inducement to private sector rehabilitation of rental housing (denies State tax deductions to owners of substandard rental property); include notice of potential use in violation notices.</p> <p><input type="checkbox"/> Explore establishing a program to facilitate the replacement of older mobile homes in order to remove substandard units from County housing stock. This exploration should consider whether internal methods or collaborating with outside agencies, or a combination of the two, would be most efficient.</p> <p><input type="checkbox"/> Continue to comply with Government Code Section 65590 in the Coastal Zone (requires converted or demolished low- or moderate-income housing units within the Coastal Zone to be replaced with similarly affordable units onsite or elsewhere within the Coastal Zone if feasible), including procedures to review and track conversions and Coastal</p> <p>Zoning Code amendments if necessary</p>	<p>Update and Continue Processes As Identified;</p> <p>2021 - Establish a program to facilitate the replacement of older mobile homes in order to remove substandard units from County housing stock; by 2021 invite the Mendocino County Code Enforcement Division to present an informational session before the Mendocino County Planning Commission on sub-standard housing</p>	<p>The County continues code enforcement actions to identify sub-standard housing and/or sanitary facilities and provides contact information to property owners to help identify programs to abate violations, assist with upgrades and weatherization, and conserve the housing stock. The County continually uses the Revenue and Taxation Code Section 17274 as an inducement to private sector rehabilitation of rental housing. There were no demolitions of low-or moderate-income housing units within the Coastal Zone, and very few demolitions of residential structures. The majority of demolition permits issued in Mendocino County are for non-permitted construction.</p> <p>Due to limited staff capacity, a program has not yet been implemented to facilitate the replacement of older mobile homes and Code Enforcement has not yet presented to the Planning Commission on substandard housing. However, the County believes both are integral to improving housing conditions in Mendocino County and will continue to pursue both as capacity allows. In 2023 Code Enforcement began a program offering tenants of rental units assessments related to Health and Safety Code Section 17920.3 and 17920.10, to provide reports for the tenants' use.</p>
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Action 2.1c	Continue to monitor the dates that rent or price-restricted affordable housing projects in the unincorporated County will convert to market rate units. Work with owners and agencies to preserve this stock of affordable housing.	Ongoing as project are timed to convert to market-rate units.	In 2022, the Planning and Building Services Department reviewed the last 20 years of recorded deeds to prepare a reference sheet for the At Risk Units Program, the monitoring of rollover dates of restricted affordable projects. In 2017, Holly Ranch Village in Cleone was sold to private developers and deed restriction was removed on the 10 units to become primarily market rate housing. The County has not received interest from owners or agencies to preserve the affordable housing stock.
Action 3.1a	Work with developers to include a variety of housing types, such as smaller single-family homes, second units, duplexes, and multi-family units, including rental units for lower-income large families and developments exceeding ten residential units, during pre-subdivision consultation and through the Inclusionary Housing development planning process. Consider development incentives such as reduced setbacks, density bonuses, fee assistance, etc.	By 2021 present to the Mendocino County Planning Commission, development incentives such as reduced setbacks, density bonuses, and fee assistance to support the creation of affordable housing. Discuss the benefits of a variety of housing types with interested developers in an ongoing manner, and specifically, at each pre-application conference.	The County continues to offer technical expertise to all interested parties wishing to learn more about alternative housing types and what incentives may be available. Aside from ADUs, low-cost Class K dwellings and mobile homes, interest has generally been limited. The Inclusionary Housing zoning chapter was repealed on 9/10/2024; the County encourages developers to apply State Density Bonus Law.
Action 3.1b	On sites lacking public water, sewer, or both, allow higher density housing development, within the scope of the zoning designation, that have alternate means of water supply or sewage treatment, and which meet the requirements of the County Division of Environmental Health and the State Regional Water Quality Control Board and geological review.	Twice within the planning period and with each pre-application conference.	The Golden Rule motel-to-housing conversion, U_2020-0004, was approved by the County with a concession for an alternate, non-public water source. Wells and septic systems remain prolific in Mendocino County, and are often used to support new residential development where no water or sewage infrastructure exists. These solutions generally only allow for limited-density development. Longterm, sustainable water supply in particular remains a major hurdle for future residential development.

Action 3.1c	Ensure the General Plan land-use classification “Mixed Use” is used in a manner that maximizes residential potential and provides a clear set of policies, regulations, and requirements for those interested in developing their properties. The Mixed Use District shall allow up to 29.04 units per acre and include design criteria that will allow developers to submit a project, aware of the site design requirements.	By July 2021, review General Plan land-use classification “Mixed Use” and by January 2022, update if needed, ; by July 2021 and then annually, provide a review of permit activity on properties under the Mixed Use General Plan designation to the Director of Planning & Building Services to ensure adherence to policies, regulations and requirements.	The Ukiah Valley Area Plan, a mixed use rezone covering 192 parcels, is in process and expected to be heard in 2025.
Action 3.1d	Update the Density Bonus Code (Chapter 20.238) as necessary, to be consistent with current State law.	If required, update the Density Bonus Code (Chapter 20.238) by July 2021 to be consistent with State law and intent.	On 9/10/2024, the County Board of Supervisors adopted an updated Zoning Code for the inland areas of the county (MCC Title 20, Division I). In this update the County's Inclusionary Housing Ordinance, also known as the Density Bonus Code, was repealed. The intent of this change is that the County entirely defers to State Density Bonus Law.
Action 3.2a	Continue efforts around the development of ADUs and explore additional incentives to promote ADUs to help ensure RHNA progress. Continue to publicize the opportunities for and encourage the production of accessory dwelling units for full-time occupancy, and encourage family care units. Create resource materials to better facilitate and guide prospective ADU construction.	Develop ADU resource materials by July 2021; and explore ways to promote ADUs at least three times during the planning period. This could be through social media, meetings with developers, etc.	On 5/20/2022, the ADU information section of the County website went live - it has since moved from it's original URL to https://www.mendocinocounty.gov/departments/planning-building-services/accessory-dwelling-units . The County's contract to provide free ADU plans expired, but the County has been able to continue providing the original plans as unstamped samples.

Action 3.3a	<p>Inform local agencies of their obligations to:</p> <p>(1) provide the County a written offer to sell or lease surplus land for affordable housing purposes (Government Code Section 54220 et seq.),</p> <p>(2) fully use Revenue and Taxation Code regulations authorizing use of State tax-defaulted property for public purposes such as land banking or specific housing projects (Section 3695.5 and 3791.4), and</p> <p>(3) promote housing opportunities using underutilized lands or facilities.</p>	<p>Inform local agencies of these obligations and opportunities by July 2021 and then every two years. Provide additional information, as Requested</p>	<p>On July 16, 2023, the County sent out a public notice stating their intent to sell or lease surplus property at APN 107-280-45 (Mariposa Park/Swimming Hole), including information establishing priority for buyers intending to maintain the property as open recreation or to develop affordable housing. No statements of interest have been recieved and the property has not yet been sold. The Board of Supervisors has expressed interest in selling or leasing additional parks and County facilities as a response to potential budget deficits as well.</p>
Action 3.4a	<p>Work with water and sewer service districts to coordinate improvements with a priority to serve those medium and high residential densities as set forth in the General Plan. Inform the various service districts of the location of medium and high density residential designations to enable the districts to identify needed capacity improvements. Notify the districts of applicable grant opportunities that facilitate sustainable, compact development.</p>	<p>By December 2020, and annually thereafter conduct meetings with water and sewer districts to discuss needed capacity improvements. In an ongoing and timely manner, relative to funding application deadlines, inform water and sewer districts or other applicable local agencies of the publication of applicable grant opportunities that facilitate sustainable, compact development.</p>	<p>The County is working with the water districts on consolidation efforts to facilitate future development of higher density and supports Anderson Valley Community Services District's projects to establish water and sewer within the town of Boonville. The County is also facillitating the annexation of 26 parcels into the Millview County Water District. The Mendocino Community Services District, in conjunction with the Mendocino Unified School District, has initiated a multiphase project to improve the reliability of water service in the Town of Mendocino. The first phase, U_2022-0012, for recycled water irrigation and hydrant infrastructure, was approved by the County on 7/6/2023. The second phase, UM_2024-0008, was approved by the County on 12/19/2024 and is awaiting a final appeal determination from the California Coastal Commission The Ukiah Water Valley Authority (UVWA) and the Willow County Water District consolidated in November 2024.</p>

Action 3.4b	<p>Service District Constraints: (1) Inform water and sewer districts of the requirement to grant priority to allocation of available and future water resources to lower income housing developments that help meet the Regional Housing Need (Government Code Section 65589.7), and (2) recommend that service districts reduce, waive, or defer connection fees for affordable housing projects when requested for project feasibility. The County will request districts to provide a copy of adopted regulations, follow up with subsequent correspondence, and notify the public of Government Code Section 65589.7.</p>	By December 2020, and annually thereafter	In July 2024, the County reached out to all water and sewer districts operating in the county to inform them of the relevant requirements, recommend waiving fees for affordable housing projects, and requesting copies of adopted regulations.
Action 3.4c	<p>Prior to future Regional Housing Needs Assessment (RHNA) allocation processes, advocate before the Mendocino Council of Governments (MCOG) the County's strong support for higher density housing development for all income levels in urbanized or incorporated parts of the County. This is based on the understanding that infill development, particularly that which serves lower income populations can more easily obtain public services (e.g. transportation, shopping, employment centers and/or training, etc.) in such areas, and that service (i.e. water, sewer) capacity is often more readily available for high density residential development.</p>	By 2025, prior to the revised housing cycle, produce guidance that supports higher density housing development for all income levels in urbanized or incorporated parts of the County; by 2021 invite MCOG to present an informational session before the Mendocino County Planning Commission on RHNA and regional cooperation.	The County worked with the Mendocino Council of Governments (MCOG) to update the Regional Housing Needs Plan in 2018. This update revised the allocation of housing unit needs based on the revision of the Regional Housing Determination received from HCD and informed the 2019 RHNA processe to support higher density, low- and very low-income housing. MCOG did not present to the Planning Commission on RHNA and regional cooperation; however, during the 2019-2027 Housing Element Update, the Planning Commission was made aware of the County's 6th Cycle RHNA.

Action 3.5a	<p>Reduce Constraints to Housing Production:</p> <p>(1) Amend the Zoning Code and the Division of Land Regulations to allow additional exceptions to standards.</p> <p>(2) Evaluate and, where appropriate, reduce or modify the standards</p> <p>(3) Provide priority processing</p> <p>(4) Consider permit fee waivers, reductions, or deferments requested by affordable</p> <p>(5) Identify obstacles in zoning requirements and possible conflicts between codes and policies that may prevent the development of affordable housing</p> <p>(6) The County will amend the Zoning Code to conform with State law by permitting mobile home parks in all residential zones.</p> <p>(7) Amend the County’s Inclusionary Housing requirements to allow more flexibility, encouraging greater use of the program.</p> <p>(8) Per AB 101 (2019) the County will review its zoning ordinance and make revisions if necessary to allow low barrier navigation centers</p> <p>(9) The County will establish a written policy or procedure and other guidance as appropriate to specify the SB 35 streamlining approval process and standards</p>	<p>Complete any required updates to the Zoning Code by July 2021. By 2022, respond to each of the ten (10) goals identified above with regard to facilitating housing production and report to the Planning Commission.</p>	<p>On 9/10/2024, the County Board of Supervisors adopted a holistic revision to the Inland Zoning Code (MCC Title 20, Division I). This included removal of the County's Inclusionary Housing requirements as they were found not to have resulted in significant affordable housing creation and posed a barrier to market rate housing development. It also included two newly-allowable housing types: Second Residential Units (a complementary housing option to ADUs) and Moveable Tiny Homes, with the hope that these added options will stoke further affordable and market-rate housing development. It also codified the allowance of low barrier navigation centers, provided for the discretionary permitting of mobile home parks in all residential zones, and allowed for supportive housing in all multifamily zones (and provided for discretionary permitting of supportive housing in most other zones). The update also reclassified Farmworker Housing as a residential unit, in compliance with the Employee Housing Act. On a project-by-project basis, the County considers fee waivers, reductions, or deferments for affordable housing. No requests for this have been received during the planning period. As the County has not been found out of compliance with RHNA targets and the majority of housing development outside the Coastal Zone is ministerially approvable anyway, development of procedures regarding SB 35 has not been made a priority.</p>
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Action 3.5b	Investigate the creation of an overlay district for affordable housing that permits an increase in density only after the purchase of land by developers of affordable housing in order to keep the cost of land more affordable than land already zoned for equally high density.	By 2021, provide appropriate revisions to the inclusionary housing policy for review of the Planning Commission. Include modifications to the County's Inland Zoning Code to increase the land available for affordable housing development.	The County has not investigated the creation of an affordable housing overlay district to increase density conditional upon land ownership by an affordable housing developer. The County will consider this policy moving forward.
Action 3.5c	Promote and assist with the creation of Community Land Trusts for the purpose of developing and preserving affordable housing over the long term. Consult with existing open-space land trusts to see if they are interested in including affordable housing. They could partner with non-profit housing agencies for management of the housing portion of the property.	Support ongoing initiatives related to the establishment of Community Land Trusts (CLTs) by providing staff support to housing advocacy groups in conjunction with regional jurisdictions. By 2021, identify sites and funding mechanisms for CLTs as a means to implement affordable housing.	The County partners with the Community Development Commission (CDC) to support their investigation and implementation of Community Land Trusts (CLTs) to preserve long-term affordable housing. The CDC manages subsidized housing under its non-profit branch, Building Better Neighborhoods, Inc. At this time, no sites have been identified for CLTs.
Action 3.5d	Pursue the development of the remainder of the affordable multi-family units for lower-income households approved by voters under the County's Article 34 authority.	Ongoing (As Requested)	The County is in the process of determining the remainder of the affordable multi-family units for lower-income households approved by voters.

Action 4.1a	<p>Continue to support the Community Development Commission (CDC) in its effort to conduct landlord-tenant workshops throughout the County to educate tenants and landlords about their rights and responsibilities and address concerns. In addition, the County will do the following:</p> <ul style="list-style-type: none"> ☐ Continue to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development (HUD). ☐ Provide informative materials concerning fair housing and housing discrimination at locations that provide housing and related services. 	<p>By 2021, conduct staff meetings with both the Community Development Commission (CDC) and Legal Services of Northern California to determine the most supportive actions County staff can provide to facilitate the resolution of housing discrimination complaints; by 2022 invite the CDC and Legal Services of Northern California to present an informational session before the Mendocino County Planning Commission on issues related to housing discrimination.</p>	<p>The CDC has ended their landlord-tenant workshop program. However, the County still supports CDC in other efforts to support vulnerable populations. The County continues to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development. The County provides informative materials concerning fair housing and housing discrimination over the counter upon request. To date, no housing discrimination cases have been received by County staff. In 2022, the Planning and Building Services Department published an ADU guidance webpage at https://www.mendocinocounty.gov/departments/planning-building-services/accessory-dwelling-units, with a section emphasizing housing discrimination laws and tenant rights. Legal Services met with PBS staff on 9/8/2022 and presented an informational session to the Planning Commission on 10/5/2023. PBS staff also met with CDC on 11/7/2022. They declined the invite to present to the Planning Commission, but agreed to reach out if something changed and they felt such a presentation would be beneficial.</p>
Action 4.2a	<p>Special Needs Rental Housing: Support applications to State and Federal agencies such as Housing and Community Development (HCD), State Treasurer's Office, HUD, and the United States Department of Agriculture (USDA) for affordable rental housing financing to provide shelter for very low- and extremely low-income families and special needs households.</p>	<p>Ongoing; Continue to provide financial assistance (where applicable), local cooperation agreements, partnerships, and regulatory incentives that develop opportunities for affordable rental housing with a goal of supporting one multi-family unit application annually.</p>	<p>The County maintains a collection of Grant Info and Financial Resources at https://www.mendocinocounty.org/government/planning-building-services/grants-and-other-financial-assistance - this page received a substantial overhaul in 2022, and the County anticipates performing another overhaul in 2025 given the significant recent change in Federal aid direction. The Building Permit for Phase 2 of the County-owned Live Oak Apartments (Homekey) affordable housing project was issued on 3/11/2022.</p>

<p>Action 4.2b</p>	<p>Extremely Low-Income Program Development: Work with other agencies and local partners, including Legal Services of Northern California to jointly develop and implement a program that is designed to address the needs of the extremely low-income households in Mendocino County. At least annually and on an ongoing basis contact agencies and developers to facilitate implementation of the program. Actions to be considered for inclusion in the program include prioritizing local funding, supporting applications for funding, applying for funding, establishing incentives and concessions, and exploring housing types and methods to promote their development</p>	<p>By 2021, annually thereafter, and as requested, conduct staff meetings with Legal Services of Northern California to determine the most supportive actions County staff can provide to address the needs of the extremely low-income households in Mendocino County.</p>	<p>A preliminary meeting between PBS staff and Legal Service of Northern California was held on 9/8/2022. A follow up meeting has not been requested. County staff remain available as a resource for local partners as the need arises.</p>
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<p>Action 4.3a</p>	<p>Farm Employee/Labor Housing: Continue to work with the agricultural community, housing providers and agricultural groups to develop and build year-round and seasonal agricultural worker housing. Continue to identify suitable locations for farmworker housing. Ensure that these groups are included in housing stakeholder meetings.</p> <p>The County will encourage and support State and Federal funding applications for farmworker housing and supporting infrastructure by providing technical assistance when needed, and continue to conduct pre-application conferences and meet with farmworker housing developers on an ongoing basis. Provide information about the County's farm employee/labor housing regulations.</p> <p>Meet with the Mendocino County Farm Bureau and other farm advocacy groups to discuss agriculture-related policies, regulations, and opportunities in the County's planning documents, including General Plan Elements, such as an Agriculture Element.</p>	<p>By 2021, annually thereafter, and as requested conduct staff meetings with the Mendocino County Farm Bureau in conjunction with the Department of Agriculture to determine the most supportive actions County staff can provide to address the needs of the agricultural community; by 2021, annually thereafter, and as requested invite the Mendocino County Farm Bureau to present an informational session before the Mendocino County Planning Commission on Farmworker Housing</p>	<p>PBS staff met with the Mendocino County Farm Bureau and the Agricultural Commissioner's office on 11/14/2022. The Farm Bureau was not interested in making a Planning Commission presentation at that time, but would reassess if circumstances change. A follow up meeting has not been requested.</p>
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Action 4.3b	Encourage the production of affordable housing for Native Americans pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) on fee land owned by Indian tribes that qualifies for the tax exemption under California Revenue and Taxation Code Section 237 or Federal land held in trust for Indian tribes, or by entering into local cooperation agreements with Indian tribes when required for the use of NAHASDA funding within the County, and by advocating that Indian tribes and housing agencies work with the County to maximize the compatibility of Indian housing projects with County General Plan objectives.	By 2021, annually thereafter, and as requested conduct staff meetings with the Bureau of Indian Affairs and local Tribal Governments to determine the most supportive actions County staff can provide to encourage the production of affordable housing for Native Americans pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA); by 2021 provide invitation to the Bureau of Indian Affairs staff to present before the Mendocino County Planning Commission.	PBS invited the Bureau of Indian Affairs and local tribal governments to consultation meetings in 2022, and met with all who responded. No consultation meetings were requested in 2023 or 2024.
Action 4.3c	Increase housing opportunities for persons with disabilities consistent with the fair housing and disability laws, and encourage physical access to and within residential units during the development review process. Encourage developers to make accommodations during the development review process and utilize appropriate sections of the County Zoning Code intended to accommodate individuals with disabilities.	Discuss the benefits of increasing housing opportunities for persons with disabilities, improving accessibility and making accommodations with interested developers twice within the planning period, and specifically, at each pre-application conference.	In 2022, PBS published an ADU guidance webpage emphasizing the benefits of creating special needs housing.

Action 4.3d	Provide planning assistance to address homelessness in the County by: Working with Mendocino County's "Continuum of Care Plan" to address homelessness by assisting, when practical, to develop shelters, transitional, and permanent supportive housing for homeless residents in the County.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The County's Health and Human Services Agency (HHSA) coordinates homeless services via the Mendocino County Homeless Services Continuum of Care (CoC). The HHSA works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.
Action 4.3e	Homeless Multi-Service Shelter and Assistance and Hospitality Centers: Continue to support the efforts of the Homeless Services Planning Group, Ford Street Project, and the Hospitality House Center to provide emergency shelter to homeless families and individuals, by providing planning assistance, letters of support, and attending meetings when resources permit.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The County continues to support the efforts of the Homeless Services Planning Group, Ford Street Project, and the Hospitality House Center to provide emergency shelter to homeless families and individuals. The HHSA works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.

Action 4.3f	Provide support to the Mendocino County Health and Human Services Agency on housing and services available for persons with developmental disabilities.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The Mental Health Branch of the Health and Human Services Agency continues to work with a mental health service provider to develop new supportive care housing facilities in unincorporated areas. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.
Action 5.1a	In conjunction with local partners, pursue funding for and development of weatherization programs for new construction and rehabilitation through sources such as the rehabilitation loan program and through referrals to the North Coast Energy Service, which provides services on behalf of Pacific Gas and Electric (PG&E) and enrollment in the Home Energy Link Program. Develop partnerships with agencies and organizations offering weatherization services, such as Renewable Energy Development Institute (REDI), Community Development Commission (CDC), and North Coast Energy Services and Mendo-Lake Energy Watch (MLEW).	Apply for funding biennially. Promote the use of weatherization programs as programs become available	<p>The County supports the CDC's Development and Sustainability Department and PG&E's efforts to provide a variety of energy conservation services, including energy efficiency audits and advice, funding and project assistance for energy efficiency retrofits, energy consumption benchmarking and training, and educational opportunities. The County also notes that Sonoma Clean Power, the local Community Choice Aggregation (CCA) offers a 100% renewable, greenhouse gas free option via their EverGreen service. Residents can also opt out of Sonoma Clean Power and instead get power from PG&E. Sonoma Clean Power asserts that their 88% carbon-free CleanStart service means a carbon footprint reduction compared to PG&E as well, but this relies on comparing Sonoma Clean Power's 2023 energy mix to PG&E's 2022 mix. As of 2023, PG&E, has completely eliminated GHG-emitting fossil fuels from its energy mix.</p> <p>The County received funding from FEMA's Hazard Mitigation Grant Program to create an Ignition-Resistant Roofing rebate program for homeowners in high or very high fire hazard severity zones. On 12/5/2023 the Board of Supervisors widened the eligibility criteria for applicants to the program.</p>

Action 5.1b	Protect and conserve water resources and lessen water-related expenses by encouraging rainwater collection and use, low-water landscape design and practices, gray water use and alternative stormwater management systems for larger projects, including multi-family housing, during the development review process. Provide examples of pre-approved designs and examples, such as the Environmental Protection Agency (EPA) and Low Impact Development (LID) standards and a list of drought-tolerant and native vegetation.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	<p>The County encourages drought-resistant landscape design through partnerships with the Russian River Watershed Association and the Sonoma-Marín Saving Water Partnership. These organizations provide landscape design templates and landscaping resources online in addition to outreach efforts to promote low-water landscape design. With 8 landscape templates, these pre-approved designs include alternative stormwater management systems for projects of varying sizes. Informational materials also encourage rainwater collection and use. This information is provided on the Housing Resources website and also published via brochure. Creation and publication of further informational materials relating to conservation and green building is anticipated, but has not yet occurred due to staffing shortages and competing priorities.</p> <p>The Model Water Efficient Landscape Ordinance (MWELO) requirements have been incorporated into MCC Title 9A.32.</p>
Action 5.1c	Incentivize green building, resource conservation and alternative energy generation and establish green building and sustainable practice requirements for new developments, remodels and retrofits. Topics to be included are: Green building materials and construction techniques; Passive solar design and siting; Energy efficient heating and cooling technology; Alternative water storage, wastewater treatment and reclamation and stormwater management systems; Small scale and community energy generation systems	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Thereafter, update it annually to reflect current conservation efforts. Update website as needed, and discuss benefits at each pre-application conference	<p>The County promotes renewable energy technologies in the General Plan CEQA Findings for both the Ukiah Valley Area Plan policies and the Mixed Use policies. In addition, the County partners with Sonoma Clean Power to provide residents with access to renewal source power. Sonoma Clean Power engages the community in extensive outreach and provides educational resources to interested parties for both residential and mixed use projects. The County promotes solar energy in the Zoning Code, providing expedited permitting for solar energy systems (including the Coastal Zone as of 12/19/2023), and recently implemented an automated online plancheck system for solar permits. Creation and publication of further information on utility assistance, home weatherization, and energy and water conservation is anticipated, but has not yet occurred due to staffing shortages and competing priorities.</p> <p>Additional CalGreen voluntary building requirements are not currently under consideration.</p>

Action 5.2a	Reduce electricity and natural gas demands by promoting the use of renewable energy technologies in residential and mixed-use projects through siting and design. Strongly promote solar energy generation, use of solar water heaters, and passive solar design in new housing and, especially, multi-family and farmworker housing both prior to and during project review.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	The County promotes renewable energy technologies in the General Plan CEQA Findings for both the Ukiah Valley Area Plan policies and the Mixed Use policies. In addition, the County partners with Sonoma Clean Power to provide residents with access to renewal source power. Sonoma Clean Power engages the community in extensive outreach and provides educational resources to interested parties for both residential and mixed use projects. The County promotes solar energy in the Zoning Code, providing expedited permitting for solar energy systems. Information on utility assistance, home weatherization, and energy and water conservation will be available on the County's website. In 2023, the County implemented an automated online plancheck system for solar permits. The reorganization of the PBS Department's website is ongoing.
Action 5.4a	Assist residents with lowering their utility costs by promoting utility assistance, home weatherization, energy and water conservation, and green building services.	By 2021, reorganize the PBS Department website to incorporate a section on utility assistance, home weatherization, energy and water conservation, and green building services. Update website as needed, and discuss benefits at each pre-application conference	The reorganization of the PBS Department's website is ongoing. The County intends to expand the information provided on the County website relating to local organizations such as local renewable energy system designers and installers, rebates, and energy-rating systems, but has not yet moved forward with this due to staffing shortages and competing priorities.

<p>Action 5.4b</p>	<p>Assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects by providing information about resources and links to local organizations such as local renewable energy system designers and installers, rebates, energy-rating systems.</p>	<p>By 2021, reorganize the PBS Department website to incorporate a section on alternative energy policies, FAQs, and local resources to assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects Update website as needed, and discuss benefits at each pre-application conference</p>	<p>The reorganization of the PBS Department's website is ongoing. The County intends to expand the information provided on the County website relating to local organizations such as local renewable energy system designers and installers, rebates, and energy-rating systems, but has not yet moved forward with this due to staffing shortages and competing priorities.</p>
<p>Action 6.1a</p>	<p>Support funding applications, when requested by service districts, for financial and technical assistance to undertake water and sewage treatment facility planning and engineering studies, improvements, and expansions that could facilitate future housing development. Provide planning, grant-writing assistance and matching funds, if available. Take a proactive approach and remind the districts of the County's willingness to provide this support annually at the meeting.</p>	<p>By December 2020, and annually thereafter conduct meetings with water and sewer districts to discuss system improvements and solidify partnerships. In an ongoing and timely manner, relative to funding application deadlines, inform water and sewer districts or other applicable local agencies of funding opportunities and the support available from the County</p>	<p>The County supports the Boonville Water and Sewer Proposal to develop a municipal water and/or wastewater disposal system in Anderson Valley. In addition, the County is actively working with the Redwood Valley Water District on the Redwood Valley Water Infrastructure Retrofit Project to update infrastructure that will support the creation of more housing.</p>

Action 6.2a	Assist agencies and organizations in their pursuit of funding by providing technical assistance when requested.	By December 2020, and annually thereafter conduct meetings with agencies and organizations to discuss the development, preservation, and rehabilitation of affordable housing. In an ongoing and timely manner, relative to funding application deadlines, inform agencies and organization of funding opportunities and the technical assistance that the County is able to provide	The County assists agencies and organizations through preapplication conference meetings to provide the developers with application requirements to streamline the application process in subsequent steps. In addition, the County regularly provides support letters for projects.
Action 6.2b	Pursuant to AB 2936 (Aroner), propose that the Board of Supervisors increase the General Plan Maintenance fee to include a higher percentage to maintain and periodically update the Housing Element in compliance with State law.	By December 2020 review fees. By July 2021, amend fee schedule as needed	The County worked with the Board of Supervisors to increase the General Plan Maintenance fee to \$200 to allow maintenance and periodic update of the General Plan, including the Housing Element. This fee increase went into effect on June 26, 2023.

Action 6.2c	Explore the feasibility of local funding for affordable or special needs housing that promotes mixed-use, transit oriented, or compact integrated communities, such as: (1) MCOG funds for eligible transportation infrastructure (2) Air Quality Management District vehicle license fees	(1) December 15 of each odd numbered year; (2) By 2021, in conjunction with MCAQMD, staff will determine the feasibility of vehicle license fees as a means to support aforementioned housing development.	<p>The County has not explored the feasibility of local funding for affordable or special needs housing that promotes mixed-use, transit oriented, or compact integrated communities. However, the County supports this planning concept and identifies the 2019 Mendocino Pedestrian Needs Master Document as a resource to explore this opportunity moving forward.</p> <p>Continued issues with understaffing at both the County Planning and Building Services Department and the Air Quality Management District have precluded further exploration of these potential funding sources. In December of 2023 the County created a grants division within the CEO's office to pursue these and other such funding opportunities.</p>
Action 6.2d	Identify and pursue Federal, State, local, and private funding sources to expand the County's rehabilitation loan program for income-eligible households and to provide funds for acquisition/rehabilitation of affordable housing.	By January 2021, develop a selection of appropriate funding sources to pursue in 2021 that expand the County acquisition/rehabilitation of affordable housing. Align funding opportunities with the intent and capacity local housing organizations. After identification of funding sources, coordinate pursuit of funds with the Mendocino County CDC. Apply for funding by July 2022 and biennially thereafter.	Due to limited staff capacity, the County has not identified federal, State, local, and private funding sources to expand the County's rehabilitation loan program.

Action 6.3a	Continue to support application for the provision of rental housing assistance to extremely low-income households through the Section 8 (Housing Choice) Voucher Program.	By December 2020, and annually thereafter conduct meetings with agencies and organizations that assist lower-income households to discuss the continued provision of rental housing assistance to lower-income households.	The County maintains a collection of Grant Info and Financial Resources at https://www.mendocinocounty.org/government/planning-building-services/grants-and-other-financial-assistance - this page received a substantial overhaul in 2022, including additional Section 8 information and the County anticipates performing another overhaul in 2025 given the significant recent change in Federal aid direction. The Building Permit for Phase 2 of the County-owned Live Oak Apartments (Homekey) affordable housing project was issued on 3/11/2022.
Action 6.4a	Continue to support the application for HUD Continuum of Care grants for homeless populations to provide and expand, through community contracts, resource centers and transitional and permanent supportive housing units for the homeless.	Monthly; Beginning in 2021, provide a PBS staff representative to each meeting of the MCHSCoC Board to determine how best PBS staff can support grants and funding opportunities via technical assistance and staff input. Align staff support with the annual MCHSCoC NOFA Timeline.	The County supports CDC's rental assistance program funded under the Continuum of Care application process and Community Development side of the U.S. Department of Housing and Urban Development. This program provides rental assistance to homeless disabled persons. The program currently has 124 clients receiving rental assistance. The program receives in-kind support from case managers at various local agencies such as the Ford Street Project/Ukiah Community Center, Mendocino Coast Hospitality Center, Behavioral Health, and the Alcohol and Drug Program (AODP). The HHSA also works with the CoC to implement a coordinated approach to homelessness, meeting monthly to identify and obtain funding to assist families and individuals experiencing or at risk of homelessness. PBS continues to monitor MCHSCOC meetings for opportunities to provide support.

Jurisdiction	Merced County - Unincorporated	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the chcklist here : https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain :

Table F2

Above Moderate Income Units Converted to Moderate Income Pursua

lanning agency may include the number of units in an existing multifamily building that were converted to de
table, please ensure housing developments meet the requirements describ

[illegible]

auto-calculation formulas

ant to Government Code section 65400.2

ed-restricted rental housing for moderate-income households by the imposition of affordability covenants ar
ced in Government Code 65400.2(b).

sehold Incomes After Conversion				Units credited toward Mo RHNA
4				5
Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Moderate Income Units Converted from Above Moderate
0	0	0	0	0

nd restrictions for the unit. Before adding information to this

derate Income	Notes
	6
Date Converted	Notes

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must contain an inventory of ALL lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

S REPORT

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Jurisdiction	Mendocino County - Unincorporated	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/15/2019 - 08/15/2027

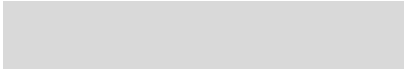
ANNUAL

Local governments are required to inform HCD about any local tenant preference ordinance the local government has adopted. Effective January 1, 2023, local governments adopting a tenant preference are required to create a v

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

AL ELEMENT PROG

Table I
Tenent Preferer
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vebpage on their internet website c

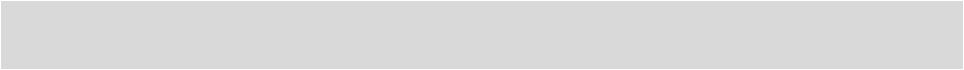


RESS REPORT

K

nce Policy

ction submits their annual progress report on housing approvals and production, pe
containing authorizing local ordinance and supporting materials, no more than 90 d



er Government Code 7061 (SB 649, 2022, Cortese).
lays after the ordinance becomes operational.



Low	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

and the corresponding impact on housing within the region or jurisdiction, as applicable, categori

Total award amount is auto-populated based on amounts entered in rows 15-26.

ale A2)

1121

0
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3
9
12

Current Year
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39
59
98

Current Year
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0
40
83
123

ized based on the eligible uses specified in Section 50515.02

Other Funding	Notes
Other	As of 9/27/24, all reimbursements have been requested, with the final reimbursement payment received around 11/4/2024. Other funding source: General Plan Maintenance Fund
Local General Fund	This project was included on the LEAP grant proposal, but ultimately the LEAP grant monies were ultimately all routed to the Zoning Ordinance Update. The County is still undertaking this project, instead funding it entirely with County dollars.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ad)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: April 22, 2025

Department Contact: Julia Krog

Phone: 707-234-6650

Department Contact: John Burkes

Phone: 707-234-6650

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Toshiba America Business Solutions, Inc. (Toshiba) in the Amount of \$226,265.88 for Document Imaging Services for Backfile Scanning for a Term Ending on June 30, 2026

Recommended Action/Motion:

Approve agreement with Toshiba Business Solutions, Inc (Toshiba) in the amount of \$226,265.88 for document imaging services for backfile scanning (off-site files) for a term ending on June 30, 2026; authorize the Planning & Building Services Director to sign any future amendments that do not increase the maximum compensation amount; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:

Two similar contracts (and an amendment), both expiring in June of 2025, were approved by the BOS in Fiscal Years 2023-2024 & 2024-2025. This project was broken down into phases as it evolved. Phase 1, agreement numbers 23-172 & 23-172-A1 in the amount of \$162,271.40, for the backfile scanning of documents located in the Planning & Building Ukiah office. Phase 2, agreement number 24-133 in the amount of \$126,948.40 for the backfile scanning of documents located in the Planning & Building office in Fort Bragg.

Summary of Request:

The County has standardized the use of DocuWare, document management software, throughout several departments which Toshiba provides and supports. County IT staff and PBS staff have obtained specific training for this software and have worked closely with Toshiba on the implementation and continued improvements for the County.

This service contract will be for additional document imaging services, including scanning/converting all hard copy documents into electronic format for records management and retention, making records searchable with quality assurance, and proper maintenance of file storage consistent with current procedures. Because this project is on-going, PBS has broken it down into several phases. Phase 1 was for files located in PBS's Ukiah office. Phase 2 was for files located in PBS's Fort Bragg office. This agreement, labeled as Phase 3, aims to incorporate the backlog of files, estimated to be over 25 pallets, which are currently being stored at a previous contractor's warehouse and need to be removed and scanned into DocuWare.

Alternative Action/Motion:

Do not approve the contract and provide direction to staff.

Item #: 3ad)

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: PS (2852)

current f/y cost: 226,265.88

budget clarification: 862189 PSMCG

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-031



Schedule A-1 (Statement of Services)

TOSHIBA

STATEMENT OF SERVICES ("SOS")

for

Client – Mendocino County

Services – Document Backfile Scanning – Permits Phase-3

Client

Contractor

Julia Krog

Printed Name

Director

Printed Title

Julia Krog

Signature (Authorized Client)

4/4/2025

Date

Van Real

Printed Name

VP/GM Northern California

Printed Title

Signed by:

Van Real

Signature (Authorized Contractor)

4/3/2025

Date

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and **Mendocino County Permits** located at **501 Low Gap Road, Ukiah, Ca 95482** (the "Client").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as ("Project Services")) associated with the **Document Backfile Scanning – Permits Phase-3** project (the "Project").

Valid From: 2/21/25

TOSHIBA

Version 01/20/2025 v1.0

TOSHIBA

Project Services shall be provided pursuant to the "Project Contract" which consists of the following:

This SOS together with (check the applicable agreement(s)):

A checkmark incorporates the referenced document into this SOS.

Toshiba Solutions

☐ Elevate Sky ("Elevate Sky").*

Toshiba Partner Solutions

☒ Master Software and Services Agreement ("MSSA").

MSSA Mendocino County Permits 7-19-2023

Individually or collectively, Elevate Sky and/or the MSSA (as selected above) and the applicable software terms (End User License Agreement, Terms of Use or Terms of Service)* shall be referred to herein as the "Agreement." The SOS is subject and subordinate to the Agreement. To the extent there is a conflict between the Agreement and the SOS, the SOS shall prevail.

**Click-wrap agreement.*

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1. Project Contacts

Contractor Office Details	
Contractor Region	TBS-West-NORTHERN CALIFORNIA
Address Line 1	12657 Alcosta Blvd., Ste. 100
Address Line 2	
City, State, ZIP City, State, ZIP	San Ramon, CA 94583
Phone Number	
Fax Number	
Contractor Sales Rep. Name	
Contractor Consultant Name	John Schnieder
Contractor Analyst Name	
Client Number	
Contract Number	

Client Details	
Client Name	Mendocino County Permits
Client Contact Person	Julia Krog
Client Address Line-1	860 N Bush St.
Client Address Line-2	
City, State, ZIP	Ukiah, Ca 95482
Telephone #:	707-234-6650 Ext:
Fax Number:	
Email Address:	krogj@mendocinocounty.org
Client Number:	
Contract Number:	

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2. Introduction

Client's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize Sub-Contractors and sub-subcontractors (collectively known as "Sub-Contractors") in performance of the Project Services. Contractor represents that all its Sub-Contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Client; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services.

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

SaaS

4. SOS Addendums

The SOS Addenda are supplementary documents that detail the specific deliverables and responsibilities of the parties. The relevant addendum is predicated upon whether Client's solution is a cloud solution, non-cloud solution ("On-Premises"), or mix of both ("Hybrid"). The SOS Addenda describe the Project Deliverables, Client and Contractor Responsibilities, Professional Services and Licensing Fees, Project Plan, Support Escalation Process, Pricing Schedule, Business Requirements, Functional Design, Change Order Authorization, and Solution Delivery and Acceptance.

A checkmark incorporates the referenced document into this SOS.

- ☒ Statement of Services - Addendum A (Cloud Solution).
- ☐ Statement of Services - Addendum B (On-Premises Solution).
- ☐ Statement of Services - Addendum C (Hybrid Solution).



Project Deliverable(s)

Based on the agreed upon business requirements, Contractor will provide the following, as applicable:

- This Statement of Service (SOS).
- Professional Services as defined in this SOS.

NOTE: For the on-premises components of the deployed solution, it is the responsibility of the Client to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

5. Project Services

Contractor will provide the following Project Services:

- Consult with Contractor personnel to implement Scanning need(s).
- Consult the Contractor personnel on the index criteria.
- Inform the Contractor personnel on scanning requirements.
- Inform the Contractor personnel on shipping requirements.
- Assist Contractor IT personnel User Access as needed.
- Access to the FTP for image Q/A processing.
- Project Management.
- Training
 - Train End-User to use the FTP portal.

5.1. Document Scanning Services Details

Overview or Project Deliverables:

- Approximately [475] boxes (Of which 285 boxes are standard archive 1.2 and pallets of oversized drawings that have been packed into 71 boxes) have been picked up, and to be scanned, indexed and potentially returned and/or destroyed from Customer located at [120 W. First St., Ft Bragg, CA-boxes and Softfile in Sacramento for pallets (**completed**) Planning Records.
- The estimated total of [920,100] images mostly single sided (15%) duplex double sided, will be prepped, scanned and indexed. 868,500 images are estimated at 8.5" x 11" and 51,600 are estimated as oversized. Index by permit number/file tab information.
- The material will be transported to GRM in a secured vehicle.
- Once at GRM, the box counts are validated for confirmation.
 - GRM will apply a unique barcode number to each box
 - Barcodes will be scanned/wanded into the inventory database and confirmed
- At each handling point, the box will be scanned to know exactly where and what stage it is in the process.
 - GRM will scan the images in B & W at 300 DPI, PDF or 400 DPI Oversized, PDF.

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- Client will be invoiced a monthly storage fee, per cubic foot, for inventory not authorized to return after 90-day digital delivery.
- Client has 90 days for digital Records Inspection. All files shall be stored at no cost during the digital Records Inspection period ("Inspection Period").
- Within 30 days post the Inspection Period, Client must provide written confirmation to Contractor, authorizing the Destruction or Return of stored documents.
 - If 30 days have lapsed, and Client has not authorized the Destruction or Return of stored documents, Contractor will charge Client per the pricing schedule for 'Document Storage' on a monthly basis billable at the end of each month.
 - Client will be invoiced a monthly storage fee, per cubic foot, for inventory not authorized to Destruction or Return at the rate of \$1.27 dollars per 1.2 CU feet of storage per month.

Project Terms:

Unless otherwise stated and agreed-upon in advance of project commencement, all documents scanning included in this SOS and access to the cloud portal will be completed within twelve months of boxes received at the Contractor's operations center.

At the end of the twelve-month period, access to the cloud portal and digital documents renewal is required. In addition, any boxes contracted within this SOS that have not been delivered to the Contractor's scan center will require a Change Order to be processed as the original SOS will have expired. Renewal of cloud portal access and scanning of boxes not received at the scanning center within twelve months will incur additional charges processed via a new SOS, or a Change Order.

Overage Fees:

Project Overage Fees are applied to all scanning services in excess of quoted volumes and documents within this SOS. Client acknowledges and agrees to be billed for and pay the applicable services fees associated with these additional services. A Change Order will be utilized to process the overage fees.

Contractor will only bill for the actual number of images scanned and the services associated with the project as defined in this SOS.

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5.2. Services Description

Project Description	
1 Scope of Project	Contractor will provide Customers with a Document Imaging service that will convert paper files into digital format.
2 Preparation	GRM will get the paper documents "scanner ready" by performing the required tasks as follows: <ul style="list-style-type: none"> ✓ Pulling staples ✓ Taping any torn pages ✓ Unfolding any folded pages
3 File Organization	PDF's will be stored into a Folder by box number.
4 Scanning	All paper images will be scanned in black and white and captured at 300 DPI in PDF format. Oversized images will be scanned and captured at 400 DPI in PDF format.
5 Quality Control	Contractor will inspect each image of each electronic batch for image quality from our dedicated quality control workstation. Each image that is sub-par quality will be earmarked for rescanning. Any indices that are incorrect will be corrected.
6 Project Deliverables	Contractor will provide document preparation, scanning, and if requested, uploading of the files to meet the import requirements for the Customer's application. Pricing on this is included below.
7 Document Volume	Approximately [475] boxes. It is estimated that there are about [920,100] images to be scanned.
8 Indexing	Index by: [PERMIT NUMBER – File Tab information.
9 Output Format	The output format will be 300DPI, multi-page PDF files for black & white; Oversized will be 400 DPI PDF.
10 Secure Destruction	<ul style="list-style-type: none"> • <u>Client has 90 days to inspect the digitized records and related metadata. ("Inspection Period").</u> • <u>Within 30 days post the "Inspection Period", Client must provide written confirmation to Contractor, authorizing the Return or Destruction of stored documents.</u> • <u>If 30 days post the Inspection Period have lapsed, and Client has not authorized document return, or document destruction Contractor will charge Client per 1.2 Cu feet – per the pricing schedule for 'Document Storage' on a monthly basis billable at the end of each month.</u>
11 Pricing	The Price Schedule is provided below.
12 Schedule	Documents and boxes Pickup will begin at a mutually agreed-upon time between Contractor and Customer.

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Scanning Output Specifications

Source Files	Output Format	Resolution	OCR	Output Color	Number of index fields	Customer Providing Data Lookup File
<input checked="" type="checkbox"/> Paper	<input checked="" type="checkbox"/> PDF	<input type="checkbox"/> 200 DPI	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Black/White	One field for each Permit Type	<input type="checkbox"/> Yes
<input type="checkbox"/> Film	<input type="checkbox"/> TIFF	<input checked="" type="checkbox"/> 300 DPI	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Color		<input checked="" type="checkbox"/> No
	<input type="checkbox"/> JPG	<input checked="" type="checkbox"/> Other				

Production Notes

Contractor will apply a unique barcode number to each box
Barcodes will be scanned/wanded into inventory database and confirmed.

Post Conversion Instructions

Boxes	Delivery Method	Additional Instructions
<input type="checkbox"/> Transfer to Storage	<input checked="" type="checkbox"/> Upload To SFTP	Hold 90 days for review and destroy with an approved
<input checked="" type="checkbox"/> Return to Customer	<input type="checkbox"/> Encrypted Portable Media	
<input type="checkbox"/> Destroy	<input type="checkbox"/> Other	
<input type="checkbox"/> Other - TBD		

6. Project Milestones

Notes: The milestones table below is intended as a sample. Update as needed. Remove the highlighted notes prior to submission of this SOS to Client.

Milestone Description	Milestone Date
Document Backfile Scanning – Permits Phase-3	
1. Initiating and Planning complete	Mutually established between Client and Contractor
2. Executing complete	Mutually established between Client and Contractor

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3. Monitoring and Controlling complete	Mutually established between Client and Contractor
4. Solution Delivery and Acceptance complete	Mutually established between Client and Contractor
5. Project Complete	Mutually established between Client and Contractor

7. Progress Billing

During this project, Contractor will request that Client acknowledge completion and acceptance of the monthly services related for the Document Backfile Scanning project. An invoice will be submitted to the Client, and Client agrees to pay for the services delivered for the month mentioned in the invoice. Client agrees to pay for the invoice within 15 days of receipt of invoice in accordance with the Completion Criteria in this SOS.

8. Completion Criteria

When the Project Services detailed in this SOS have been completed and demonstrated, the Project will be considered complete, and Contractor will request Client signoff of the Solutions Delivery and Acceptance document referenced in this SOS within 15 days of Project Plan completion.

9. Change Management

This SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, or Project Services post execution of this SOS will be communicated in writing and agreed to by both Contractor and Client via a Change Order Authorization ("COA") form. The COA will be added to this SOS to amend and set forth the effective date, purpose, description, and price, if applicable.

The work required to address these changes will be scoped and presented to Client as a COA with any additional time, materials, or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor's lead Solutions Analyst assigned to this Project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Client and Contractor will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- Both parties must sign a written COA to authorize the implementation of any changes.

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10. Support

Contractor will provide implementation support for this Project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the Project, and provided Client is up to date with their maintenance and support payments, Client will have access to a Contractor support engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the license.

11. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fees ("Fees") are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Project Services will be performed during normal business hours Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays. Client will provide unimpeded access to equipment and facilities. If access delays occur, work performed outside of normal business hours may incur an overtime premium.
- Contractor:
 - Is not responsible for any conflicts with existing hardware or software.
 - Is only responsible for integration tasks outlined in this proposed SOS.
 - At Contractor's discretion Project Services may be provided remotely in whole, or in part.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost).



Client Initials



Exhibit A: Referenced Documents Table

A checkmark in the table below incorporates the referenced document into this SOS.

Referenced	Document Title	Document Description
<input checked="" type="checkbox"/>	Project Plan	Project Plan describes the execution, management, and control of the project
<input type="checkbox"/>	Pricing Schedule	Provides pricing and line-item details as necessary.
<input type="checkbox"/>	Solutions Delivery and Acceptance	Acknowledgement form: client acknowledges and confirms that the deliverable, milestone and/or project referenced has been completed, and all testing and acceptance criteria have been satisfied.
<input type="checkbox"/>	Change Order Authorization	Document to be executed when the original project scope has changed post SOS authorization by client.
<input checked="" type="checkbox"/>	Support Escalation Process	Describes steady state user-support escalation process.
<input type="checkbox"/>	Business Requirements Document	The BRD outlines the details for a project including the documentation of Client needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.
<input type="checkbox"/>	Functional Design Document	The FDD provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the Client with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.



SaaS Statement of Services - Addendum A

This addendum is hereby incorporated by reference as Addendum A to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Mendocino County Permits Phase-3 No Transportation 2-13-2025

Associated Terms of Agreement (Select all that apply):

- ☒ Toshiba Master Software and Services Agreement
- ☐ Toshiba Elevate Sky Print Management Terms of Use
- ☐ Toshiba Elevate Sky Workflow Terms of Use
- ☐ Toshiba Elevate Sky Translate EULA

Client Responsibilities

The following activities are the responsibility of Client.

The "Client Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a (COA) Change Order Authorization may be required, which may result in additional Professional Services fees.

- During the Project Initialization and Planning phase of the project, Customer will provide the following information for users needing access to the ScanCloud portal. These users will receive their user credentials via email.
 - Username
 - User email address
 - User telephone number
- Ensure that all applications and data are successfully backed up prior to Contractor beginning project services detailed in the SOS.
- Provide technical and application support for configuration and testing of Client specific information. Contractor does not warrant Client applications.
- Provide systems personnel for the project familiar with all aspects of Client's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Client -side duties.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.
- Provide a dedicated project manager or coordinator to provide management, reporting, day to day project tracking, move/add/change requirements, and cross-coordination of requirements.
- Network connectivity between all solution components.
- Deploy Solution to Client end-user desktops (if required).
- Identify a Project Sponsor with sign-off authority and ability to facilitate Client stakeholder participation.
- Report on any Client technical or resource issues that would delay, hinder, or adversely affect the deployment of the solution or its performance in the Client environment.

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- Allow for the distribution of Solution upgrades to Client PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or Solution purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions.

Contractor Responsibilities

The following activities are the responsibility of Contractor.

The "Contractor Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Contractor. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Technical specifications for implementation of the solution as defined in this SOS.
- Training of the solution as defined in this SOS.
- Configuration of the Solution components as defined in this SOS.
- Technical Services included in the deployment for the solution as defined in this SOS.
- Training of the solution being implemented as defined in this SOS.
- Email and phone support for the duration of the Project Contract.
- Solution revisions, updates, and patches during the term of the Project Contract.

Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the project, Client will have access to a Contractor support Engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Note: If applicable, refer to the **Statement of Services Support Escalation Process - Addendum F** document referenced in this SOS for support details.

Professional Services and License Fees

A checkmark in the table below incorporates the below referenced table into the agreement.

☒ **TABLE 1: SaaS FEES:**

This is a time and materials engagement. The Professional Services fees for this project are inclusive of hours required to complete the preparations, scanning and indexing of the estimated volume of documents. The document estimates are based upon our current understanding of the project. Any changes to this Statement of Service will require a Change Order executed and agreed

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upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Client.

Estimated Services Fees: \$

*****Client will only bill for the actual number of images scanned and the services associated with the project as defined in this SOS.*****

Taxes, if applicable, are not included and will be invoiced separately.

Contractor will invoice Client upon initial installation of a on premises, or activation of the cloud instance of the software solution provided.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOS are included in the estimate of this project.

This document is valid for a period of 30 days from the Valid From date; after this date it may be revised upon consent by Contractor.

Pricing Details:

Item	Unit	Description	Quantity	Price	Total
EDM0401	Each	DS/PROJECT SETUP	1	\$1,453	\$1,453.00
EDM0405-STD3-H-WC	Each	DS/DOCUMENT SCANNING - 8.5" X 11" - 500,001-750,000 IMAGES - HEAVY PREPARATION	868,500	\$0.155	\$134,617.50
EDM0408-OS5-WC	Each	DS/DOCUMENT SCANNING - OVER 11" x 17" 5001+ IMAGES	51,600	\$1.053	\$54,334.80
EDM0403	Each	DS/ADDITIONAL PREP LABOR - PER HOUR	400	\$49.54	\$19,816.00
EDM0412-WC	Each	DS/INDEXING - PER 1000 KEYSTROKES	625	\$6.19	\$4,960.63
EDM0403-I	Each	DS/ADDITIONAL INDEXING LABOR - PER HOUR	120	\$63.49	\$3,868.75
GRMTRANSPORT	Each	DS/TRANSPORTATION-CUSTOM CALCULATION PER TRIP	1	\$3,500	\$3,500.00
EDM0527	Each	DS/BULK DATA TRANSFER	60	\$61.92	\$3,715.20
ESTIMATED PROJECT TOTAL :					\$226,265.88

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Statement of Services Project Plan - Addendum D

This addendum is hereby incorporated by reference as Addendum D to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Mendocino County Permits Phase-3 No Transportation 2-13-2025

Associated Terms of Agreement (Select all that apply):

- ☒ Toshiba Master Software and Services Agreement
- ☐ Toshiba Elevate Sky Print Management Terms of Use
- ☐ Toshiba Elevate Sky Workflow Terms of Use
- ☐ Toshiba Elevate Sky Translate EULA

Note: Project duration is estimated based on current project scope. The actual project start and end dates and duration details will be determined during project kickoff between Contractor and Client.

Task Name	Duration	Projected Start Date	Projected End Date
Mendocino County Permits - Document Backfile Scanning – Permits Phase-3 Implementation Project Plan	141d	TBD	TBD
Initiating and Planning	16d	TBD	TBD
Initiating	10d		
Develop Project Documents	3d	TBD	TBD
Internal Contract-Signed Kick-Off Call	2d	TBD	TBD
Client Kickoff Call and Other Requirements	5d	TBD	TBD
Planning	6d		
Environment Settings Confirmation	2d	TBD	TBD
Deployment Logistics	2d	TBD	TBD
Training Preparation	2d	TBD	TBD
Milestone - Initiation and Planning Complete	0d	TBD	TBD
Executing	111d	TBD	TBD
SaaS Configuration	1d	TBD	TBD
Activate Scan Cloud SaaS	1d	TBD	TBD
Index Design and Setup	1d	TBD	TBD
Milestone – SaaS portal configuration Complete	0d	TBD	TBD
Box-1 Scan Processing - Includes indexes creation	17d	TBD	TBD
Box-1 Scanned and ready for user download	14d	TBD	TBD
User Quality Assurance Validation	3d	TBD	TBD
Milestone – Box-1 User QA validation Complete	0d	TBD	TBD
Milestone – Box-1 Customer Acceptance Signoff	0d	TBD	TBD
Remining Boxes Processing	60d	TBD	TBD

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Boxes -2-356 Scan Processing (Includes indexes creation	60d	TBD	TBD
Milestone – Remaining Boxes Scan Complete	0d	TBD	TBD
Remaining Boxes User Quality Assurance Validation	60d	TBD	TBD
Milestone – Remaining boxes User QA validation Complete	0d	TBD	TBD
Milestone – Remaining boxes Client Acceptance Signoff	0d	TBD	TBD
User Training	1d	TBD	TBD
Milestone – User Training Complete	0d	TBD	TBD
Customer downloads Scanned Digital Images and metadata	5d	TBD	TBD
Milestone – Customer Project Acceptance Signoff Complete - (Customer signs off final Delivery and acceptance)	0d	TBD	TBD
Milestone – Project Execution Complete	0d	TBD	TBD
Monitoring/Controlling	1d		
Action Items and Issues Log	1d	TBD	TBD
Communicate Support and Issue Escalation Process	1d	TBD	TBD
Milestone – Monitoring and Controlling Complete	0d	TBD	TBD
Closing	8d		
Review and Approval Sign - Solutions Delivery and Acceptance	5d	TBD	TBD
Project Closure Meeting	1d	TBD	TBD
Milestone – Solution Delivery and Acceptance Complete	0d	TBD	TBD
Milestone – Project Complete	0d	TBD	TBD

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SaaS Statement of Services - Addendum F

This addendum is hereby incorporated by reference as Addendum F to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Mendocino County Permits Phase-3 No Transportation 2-13-2025

Associated Terms of Agreement (Select all that apply):

- ☒ Toshiba Master Software and Services Agreement
- ☐ Toshiba Elevate Sky Print Management Terms of Use
- ☐ Toshiba Elevate Sky Workflow Terms of Use
- ☐ Toshiba Elevate Sky Translate EULA

Toshiba Resources:

John Schneider, Director of Professional Services

- Email: John.Schneider@tbs.toshiba.com
- Telephone: 916-928-2724

GRM Support Resource:

Customer Service Hotline

- Telephone: (201)-798-7100

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Julia Krog
DEPARTMENT HEAD

Date: 4/4/2025

Budgeted: ☒ Yes ☐ No
Budget Unit: 2852
Line Item: 862189 PSMCG
Org/Object Code: PS-862189
Grant: ☐ Yes ☒ No
Grant No. : N/A

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arcie
Deputy 04/22/2025

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: Arcie
Deputy 04/22/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 04/03/2025

CONTRACTOR/COMPANY NAME

Signed by:
By: Van Real
SIGNATURE

Date: 4/3/2025

NAME AND ADDRESS OF CONTRACTOR:

Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man/Kia
COUNTY COUNSEL

Date: 04/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/03/2025

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



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ae)

To: BOARD OF SUPERVISORS

From: Public Health

Meeting Date: April 22, 2025

Department Contact: Jenine Miller

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement (Second Amendment to Agreement PH-24-018) with Sharrie Irene Miller, LVN, Increasing the Amount by \$20,100 for a New Total of \$70,000 to Provide Licensed Vocational Nursing Services at the Mendocino County Juvenile Hall, Effective July 1, 2024, through June 30, 2025

Recommended Action/Motion:

Approve Agreement (second amendment to Agreement PH-24-018) with Sharrie Irene Miller, LVN, increasing the amount by \$20,100 for a new total of \$70,000 to provide Licensed Vocational Nursing Services at the Mendocino County Juvenile Hall, Effective July 1, 2024 through June 30, 2025; authorize Health Services Director to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Original Agreement: PH-24-018; Amendment 1: PA-25-67, PH-24-018-A1

Summary of Request:

Sharrie Irene Miller provides an important role in the Mendocino County Juvenile Hall medical program by providing Licensed Vocational Nursing (LVN) skills providing basic care, administering medications, and educating patients.

The proposed Amendment will allow Sharrie Irene Miller to continue to provide these services needed for the Mendocino County Juvenile Hall clientele. This amendment proposes an increase of \$20,100 for a new total of \$70,000. Once the proposed Amendment has been approved it will be effective through 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

Item #: 3ae)

Fiscal Details:

source of funding: 4013; 862189, PNADM

current f/y cost: \$70,000

budget clarification:

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

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-032



AMENDMENT #2

Original Agreement	PH-24-018
Amendment 1	PA-25-67, PH-24-018-A1

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. PH-24-018**

This second Amendment to Agreement No. PH-24-018 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Sharrie Irene Miller, LVN**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. PH-24-018 was entered into on August 14, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. PH-24-018 was entered into on December 13, 2024 (the "First Amendment") increasing the total amount by \$25,400; 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 \$20,100 from \$49,900 to \$70,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$20,100 from \$49,900 to \$70,000.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jennie Miller, Psy.D.,
Director of Health Services

Date: 4/4/25

Budgeted: No
Budget Unit: 4013
Line Item: 86-2189
Org/Object Code: PNADM
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

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

Date: 04/22/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 04/22/2025

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 04/22/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 04/01/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
Sharrie Irene Miller, LVN 4-2-25

Date: 4-2-25

NAME AND ADDRESS OF CONTRACTOR:

Sharrie Irene Miller, LVN
329 North Main Street
Ukiah, CA 95482
707-641-5262
sharrie.m48@yahoo.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: 04/01/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/01/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 25-57
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County



Mendocino County Board of Supervisors Agenda Summary

Item #: 3af)

To: BOARD OF SUPERVISORS

From: Public Health

Meeting Date: April 22, 2025

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization for Mendocino County Public Health to Accept Grant Award of \$150,000 From the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) for the Kids' Plates Childhood Unintentional Injury Prevention Grant, for the Period July 1, 2025, through June 30, 2027

Recommended Action/Motion:

Authorize Mendocino County Public Health to accept grant award for \$150,000 from the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) for the Kids' Plates Childhood Unintentional Injury Prevention Grant of the period of July 1, 2025, through June 30, 2027; and authorize the Health Services Director to execute the grant Agreement, submit all documents required for award acceptance, and to sign any future amendments to the Agreement that do not increase the annual maximum amount.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB), has notified our Mendocino County Public Health that we have been selected as a recipient of the Kids' Plates Childhood Unintentional Injury Prevention funding opportunity. This competitive grant provides a total of \$150,000 over a 24-month period, beginning July 1, 2025, and ending June 30, 2027. The funding will support our efforts in childhood unintentional injury prevention, aligning with our ongoing commitment to improve community health and safety.

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

Item #: 3af)

Fiscal Details:

source of funding: Kids' Plates Childhood Unintentional Injury Prevention Grant

current f/y cost: N/A

budget clarification: GRANT AWARD OF \$150,000

annual recurring cost: N/A

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

revenue agreement: Yes

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

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025



Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

February 14, 2025

Katheryn Reihl
Mendocino County Public Health
1120 S. Dora Street
Ukiah, CA 95482

RE: Kids' Plates Program Request For Application #25-10026 for Childhood Unintentional Injury Prevention

Dear Ms. Katheryn Reihl,

The California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) would like to thank you for submitting your application for the Kids' Plates Childhood Unintentional Injury Prevention funding opportunity. We received a total of fifteen applications, of which seven will be funded. We are pleased to inform you that your agency has been selected as a final award recipient. Your funding amount will be \$150,000 for the 24-month period of July 1, 2025, through June 30, 2027, and work cannot commence until a fully executed grant is in place with CDPH. Please keep in mind that all grant awards are contingent on the annual allocation of local assistance funding that CDPH receives from the Kids' Plates program.

In the coming weeks, CDPH/IVPB staff will be contacting your agency to schedule a grant negotiation call, in which we will discuss any needed changes to the Work Plan, Budget, or other minor changes. Once these negotiations are completed, the grant will be submitted for final processing.

We are very excited about this opportunity to expand our partnership with you and build on current efforts that impact childhood unintentional injury prevention. Should you have questions, please contact Jeffery Rosenhall at jeffery.rosenhall@cdph.ca.gov.

CDPH Injury and Violence Prevention Branch, MS 7214 • P.O. Box 997377 •
Sacramento, CA 95899-7214
(916) 552-9800 • (916) 552-9821 FAX
CDPH.ca.gov



Sincerely,

A handwritten signature in black ink that reads "Neha Shergill". The script is cursive and fluid.

Neha Shergill, MHA, Manager
Injury and Violence Prevention Branch
Center for Healthy Communities
California Department of Public Health
Neha.Shergill@cdph.ca.gov



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ag)

To: BOARD OF SUPERVISORS

From: Sheriff-Coroner

Meeting Date: April 22, 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:

Approval of a Three-Year Agreement with Axon Enterprise, Inc. in the Amount of \$148,929.68 for the Installation of a Fleet Camera System for Patrol Vehicles for the Period of June 1, 2025, through June 30, 2027

Recommended Action/Motion:

Approve three-year Agreement with Axon Enterprise, Inc. in the amount of \$148,929.68 for the installation of a fleet camera system for patrol vehicles for the period of June 1, 2025, through June 30, 2027; authorize the Sheriff to sign future amendments that do not affect the total amount of the Agreement; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Sheriff's Office is seeking approval to purchase an in-car camera system for new patrol vehicles to enhance our operational effectiveness and accountability. This system will equip our recently acquired vehicles with the ability to capture critical video evidence of interactions and incidents, promoting transparency and supporting investigations from the outset. The selected cameras are designed to integrate seamlessly with our current evidence management system, ensuring efficient storage, retrieval, and management of footage. By upfitting our new vehicles with this technology, we aim to bolster public trust, enhance officer safety, and establish a robust evidence-handling framework for our growing fleet.

Alternative Action/Motion:

Return to staff for alternate handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3ag)

Fiscal Details:

source of funding: Budget 2310-864370 and 862227

current f/y cost: \$49,653.15

budget clarification: A portion of the cost could be offset by a pending USDA grant proposal for vehicle upfitting expenses.

annual recurring cost: \$49,638.26 in FY2025-26 and \$49,638.27 in FY2026-27

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-033



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Axon Enterprise, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Installation of a Fleet Camera System for Patrol Vehicles; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Appendix A	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Addendum A-1	CLETS Requirements for Escorted Contractors
Attachment 1	Axon Enterprise, Inc. Quote Q-654089-45713.963AS
Attachment 2	Axon Enterprise Master Services and Purchasing Agreement

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through June 30, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Forty-Eight Thousand Nine Hundred Twenty Nine Dollars and Sixty Eight Cents (\$148,929.68) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

John Magnan
John Magnan (Mar 25, 2025 10:53 PDT)

03/25/2025

DEPARTMENT HEAD

DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2310

Line Item: 864370 and 862227

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: John Haschak

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amap

Deputy

04/22/2025

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: Amap

Deputy

04/22/2025

INSURANCE REVIEW:

By: Darcie Antle

Risk Management

Date: 03/25/2025

CONTRACTOR/COMPANY NAME

By: Robert Driscoll
Robert Driscoll (Mar 25, 2025 11:40 PDT)

Date: 03/25/2025

NAME AND ADDRESS OF CONTRACTOR:

Axon Enterprise, Inc.

17800 N. 85th St.

Scottsdale, AZ 85255

Ph: 800-978-2737

Em: asliper@axon.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: Brina Blanton

COUNTY COUNSEL

Date: 03/25/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Sara Per

Deputy CEO or Designee

Date: 03/25/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ N/A - Sourcewell Co-Op Purchasing Agreement 101223-AXN
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees ("COUNTY Indemnitee"), from and against any and all claims, demands, damages, reasonable costs, liabilities, and losses arising out of a claim by a finally awarded third party against a COUNTY Indemnitee resulting from any negligent act, error or omission, or willful misconduct of CONTRACTOR in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the negligence, omission, or willful misconduct of COUNTY or claims that fall under Workers Compensation coverage. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, and agents.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

- 6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

All sales are final, and no refunds or exchanges are allowed, except for warranty returns or as provided by state, federal or County law.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B

- 7. **TAXES:** Payment of all applicable federal, state, and local taxes relating to CONTRACTOR's performance of this Agreement shall be the sole responsibility of the CONTRACTOR. COUNTY is responsible for sales and other taxes associated with the order unless COUNTY provides CONTRACTOR with a valid tax exemption certificate.

- 8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) when solely and exclusively prepared by CONTRACTOR for COUNTY respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the

request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that to the extent of its knowledge, it presently has no interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: Mendocino County Sheriff's Office
951 Low Gap Rd.
Ukiah, CA 95482
Attn: Fiscal Unit

To CONTRACTOR: Axon Enterprise, Inc.
17800 N. 85th St.
Scottsdale, AZ 85255
Attn: Legal
An electronic copy shall also be sent to legal@axon.com

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

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

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

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

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

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

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and

records available to the COUNTY for inspection either electronically or at CONTRACTOR's location. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to terminate any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR at least 30 days written notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services or goods in accordance with the "Effect of Termination" language Section 16.3 of CONTRACTOR's Master Services and Purchasing Agreement as shown in Attachment 2. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Installation of a Fleet Camera System for Patrol Vehicles shall not exceed \$148,929.68.

Effect of Termination. Upon any termination of this Agreement: (a) all COUNTY rights under this Agreement immediately terminate; (b) the COUNTY remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and COUNTY Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on COUNTY Owned COUNTY Content, Data Storage, Fees and

Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

In the event of any inconsistencies between the terms of COUNTY's Termination clause and the terms of CONTRACTOR's Termination clause (Attachment 2 - Master Services and Purchasing Agreement, Section 16), the terms of CONTRACTOR's clause shall prevail to the extent of the inconsistency.

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

shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances within thirty (30) calendar days of its receipt of COUNTY's request.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval, which will not unreasonably be withheld. If COUNTY does not respond within a reasonable amount of time to the request, COUNTY will be deemed to have accepted CONTRACTOR's right to assign/subcontract.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Payment (Paragraph 6), Taxes (Paragraph 7), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
33. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
34. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
35. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
36. **MSRP Clause:** If COUNTY purchases Products for a value less than the Manufacturer's Suggested Retail Price (MSRP) and this Agreement is terminated before the end of the term, then (a) COUNTY will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to CONTRACTOR within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

- A. CONTRACTOR shall provide to the COUNTY Fleet 3 Advanced camera systems, associated equipment, licensing and warranties. Please refer to Attachment 1 of this Agreement for specified equipment description, quantities and delivery schedule.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- A. COUNTY shall pay CONTRACTOR on an annual basis for three years, per the following instructions:

Date	Subtotal	Tax	Total
June 2025	\$ 46,980.22	\$ 2,672.93	\$ 49,653.15
June 2026	\$ 46,966.13	\$ 2,672.13	\$ 49,638.26
June 2027	\$ 46,966.13	\$ 2,672.14	\$ 49,638.27
Total	\$ 140,912.48	\$ 8,017.20	\$ 148,929.68

- B. CONTRACTOR shall submit annual invoicing to COUNTY at:

Mendocino County Sheriff's Office
951 Low Gap Rd.
Ukiah, CA 95482
Attn: Fiscal Unit
or via Email at: accounting@mendocinosheriff.org

- C. The total amount paid to CONTRACTOR pursuant to this Agreement shall not exceed One Hundred Forty Eight Thousand Nine Hundred Twenty Nine Dollars and Sixty Eight Cents (\$148,929.68) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- ∞ Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- ∞ Elimination of check processing costs
- ∞ Remittance data transmitted with payment for more efficient back-end reconciliation
- ∞ No collection costs associated with lost or misplaced checks
- ∞ Reduced exposure to check fraud
- ∞ More efficient handling of exception items
- ∞ Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- ∞ Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email
Auditorap@mendocinocounty.gov

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

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

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

Robert Driscoll

(Type Name)

(Title)

Robert Driscoll
Robert Driscoll (Mar 25, 2025 11:40 PDT)

(Signature)

Axon Enterprise, Inc.

(Organization Name)

17800 N. 85th St.
Scottsdale, AZ 85255

(Organization Address)

03/25/2025

(Date)

Addendum A-1

CLETS Requirements for Escorted Contractors

- A. CONTRACTOR shall ensure that all CONTRACTOR'S employees, subcontractors and employees of subcontractors who go on-site at Mendocino County have completed the following forms, training or other requirements, unless waived by MCSO CLETS Coordinator, Rose Britton (all items must be completed):
- ∞ CLETS Private Contractor Management Agreement - HDC 0004B
 - ∞ CLETS FBI CJIS Security Addendum - HDC 0012
 - ∞ Security Awareness Training & signed attendance roster
- B. Forms and information needed to complete these requirements shall be provided by COUNTY. **Contact Rose Britton at brittonr@mendocinosheriff.org or 707-463-4095.**

I certify that I have read and understand the requirements of Addendum A-1 and will comply and keep records for possible audit purposes by the Department of Justice (DOJ).

Robert Driscoll

Name (printed)

Robert Driscoll

Robert Driscoll (Mar 25, 2025 11:40 PDT)

Signature

Deputy General Counsel

Title

03/25/2025

Date

Attachment 1

Axon Enterprise, Inc. Quote Q-654089-45713.963AS



Axon Enterprise, Inc.
17800 N. 85th St.
Scottsdale, Arizona 85258
United States
NA: 48-6194227
Domestic (US): 48-2737
International: +1 800 979 2737

Q-654089-45713.963AS

Quote: 654089

Quote Expiration: 06/30/2025

Estimated Contract Total (Est): \$140,929.68

Account Number: 10102

Payment Terms: N/A

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Mendocino County Sheriff's Office - CA 951 Laverne Rd Ukiah, CA 95425-0726 USA	Mendocino County Sheriff's Office - CA 951 Laverne Rd Ukiah, CA 95425-0726 USA Email:	Alex Sklar Phone: Email: alexsklar@axon.com Fax:	Tracy Hinesley Phone: 707/242-1211 Email: tracyhinesley@mendocinosheriff.org Fax: 707/468-3428

Quote Summary

Program Length	36 Months
TOTAL COST	\$140,912.48
ESTIMATED TOTAL W/ TAX	\$140,929.68

Discount Summary

Average Savings Per Year	\$11,569.92
TOTAL SAVINGS	\$34,709.92

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$45,962.21	\$2,672.93	\$48,635.14
Jan 2026	\$45,962.21	\$2,672.93	\$48,635.14
Jan 2027	\$45,962.21	\$2,672.93	\$48,635.14
Total	\$140,912.48	\$8,017.20	\$148,929.68

Quote Unbundled Price:	\$175,622.40
Quote List Price:	\$154,866.08
Quote Subtotal:	\$148,912.48

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
0002	TRUE UP - FLEET 2 ADVANCED WITH TAP	11	24		\$108.00	\$108.00	\$2,372.00	\$2,372.00	\$21,040.44
Flexion	Flexion 3 Advanced	11	36	\$297.40	\$297.40	\$297.40	\$3,271.40	\$4,853.16	\$171,487.04
A la Carte Hardware									
0005	AXON FLEET - EPICISION ORACLEPOINT P960-S60-A-SYS NETCLOUD	11			\$1,288.00	\$644.00	\$7,134.00	\$800.58	\$7,934.58
A la Carte Software									
Pro License	Pro License Bundle	5	36		\$48.00	\$48.00	\$2,400.00	\$0.00	\$2,400.00
Total							\$148,912.48	\$8,927.74	\$157,840.22

Delivery Schedule

Hardware

Bundle	Item	Description	Qty	Shipping Location	Estimated Delivery Date
Flex 3 Advanced	70112	AXON SIGNAL - VEHICLE	11	1	06/01/2026
Flex 3 Advanced	70008	AXON FLEET 2 - STANDARD 1 CAMERA KIT	11	1	06/01/2026
A la Carte	010075	AXON FLEET - EPICISION ORACLEPOINT P960-S60-A-SYS NETCLOUD	11	1	06/01/2026
Flex 3 Advanced	70040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	11	1	06/01/2026

Software

Bundle	Item	Description	Qty	Estimated Start Date	Estimated End Date
Flex 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	11	07/01/2025	06/30/2028
Flex 3 Advanced	80402	AXON FLEET - LICENSE - REAL TIME LOCATION, ALERTS & 1/480PRAVE	11	07/01/2025	06/30/2028
Flex 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA LICENSED	22	07/01/2025	06/30/2028
Pro License Bundle	70040	AXON EVIDENCE - STORAGE - 1008 A LA CARTE	18	07/01/2025	06/30/2028
Pro License Bundle	71118	AXON EVIDENCE - ECOM LICENSE - P960	8	07/01/2025	06/30/2028

Services

Bundle	Item	Description	Qty
Flex 3 Advanced	70074	AXON FLEET 3 - DEPLOYMENT - 108 MP	11
Flex 3 Advanced	71001	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	11

Warranties

Bundle	Item	Description	Qty	Estimated Start Date	Estimated End Date
Flex 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	11	06/01/2026	06/30/2028
Flex 3 Advanced	80408	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	11	06/01/2026	06/30/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	101 Line (Cap Rd)	Union	CA	95602-2726	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Item 1	010075	AXON FLEET - EPICISION ORACLEPOINT P960-S60-A-SYS NETCLOUD	11	\$2,374.00	\$271.24	\$2,645.24
Item 1	80400	TRUE UP - FLEET 2 ADVANCED WITH TAP	11	\$2,372.00	\$265.08	\$2,637.08
Item 1	Flexion	Flexion 3 Advanced	11	\$3,271.40	\$4,853.16	\$8,124.56
Item 1	Pro License	Pro License Bundle	5	\$2,400.00	\$0.00	\$2,400.00
Total				\$10,547.64	\$5,189.48	\$15,737.12

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Flexion	Flexion 3 Advanced	11	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Item 2	010075	AXON FLEET - EPICISION ORACLEPOINT P960-S60-A-SYS NETCLOUD	11	\$2,374.00	\$271.17	\$2,645.17
Item 2	80402	TRUE UP - FLEET 2 ADVANCED WITH TAP	11	\$2,372.00	\$265.40	\$2,637.40
Item 2	Flexion	Flexion 3 Advanced	11	\$3,271.40	\$4,853.16	\$8,124.56
Item 2	Pro License	Pro License Bundle	5	\$2,400.00	\$0.00	\$2,400.00
Total				\$10,547.40	\$5,189.73	\$15,737.13

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Item 3	010075	AXON FLEET - EPICISION ORACLEPOINT P960-S60-A-SYS NETCLOUD	11	\$2,374.00	\$271.17	\$2,645.17
Item 3	80402	TRUE UP - FLEET 2 ADVANCED WITH TAP	11	\$2,372.00	\$265.40	\$2,637.40
Item 3	Flexion	Flexion 3 Advanced	11	\$3,271.40	\$4,853.16	\$8,124.56
Item 3	Pro License	Pro License Bundle	5	\$2,400.00	\$0.00	\$2,400.00
Total				\$10,547.40	\$5,189.73	\$15,737.13

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEP

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

John Magnan

John Magnan (Mar 25, 2025 10:53 PDT)

03/25/2025

Signature

Date Signed

03/25/2025



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. Payment. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. Taxes. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. Warranty

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

MC-22

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
- 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately.



upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
 - 16.4. In the event of any inconsistencies between the terms of Axon's Termination clause and the terms of County's Termination clause shown in Item 19 of the County's General Terms and Conditions above, the terms of County's clause shall prevail to the extent of the inconsistency.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the

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Department: Legal

Version: 22

Release Date: 8/2/2024

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other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. General

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: Robert Driscoll
Robert Driscoll (Mar 25, 2025 11:40 PDT)

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 03/25/2025

CUSTOMER:

Signature: John Magnan
John Magnan (Mar 25, 2025 10:53 PDT)

Name: John Magnan

Title: _____

Date: 03/25/2025



Axon Cloud Services Terms of Use Appendix

1. Definitions

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")



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- b. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Services as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.



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19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example: (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- 2. Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- ∞ Instructor-led setup of Axon View on smartphones (if applicable)
- ∞ Configure categories and custom roles based on Customer need
- ∞ Register cameras to Customer domain
- ∞ Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- ∞ One on-site session included

Dock configuration

- ∞ Work with Customer to decide the ideal location of Docks and set configurations on Dock
- ∞ Authenticate Dock with Axon Evidence using admin credentials from Customer
- ∞ On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- ∞ Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- ∞ Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- ∞ Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- ∞ Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- ∞ Assistance with device set up and configuration
- ∞ Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3. Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)



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- ∞ Instructor-led setup of Axon View on smartphones (if applicable)
- ∞ Configure categories & custom roles based on Customer need
- ∞ Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- ∞ Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- ∞ Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- ∞ Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- ∞ Assistance with device set up and configuration
- ∞ Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- ∞ Configure Axon Evidence categories & custom roles based on Customer need.
- ∞ Troubleshoot IT issues with Axon Evidence.
- ∞ Register users and assign roles in Axon Evidence.
- ∞ **For the CEW Full Service Package:** On-site assistance included
- ∞ **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- ∞ Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- ∞ Discuss the importance of entering metadata and best practices for digital data management
- ∞ Provide referrals to other agencies using TASER CEWs and Axon Evidence
- ∞ **For the CEW Full Service Package:** On-site assistance included
- ∞ **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence instructor training

- ∞ Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- ∞ **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- ∞ **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

- ∞ **For the CEW Full Service Package:** On-site assistance included.
- ∞ **For the CEW Starter Package:** Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW



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Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Customer with a Certificate of Destruction.

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations.

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations.

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices.

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

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personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



termination.

- 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
- 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. Definitions

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. Customer Responsibilities. When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.



FUSUS APPENDIX

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FUSUSONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.
2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
 - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 2.4. The Full-Time TAM Service options are listed below:

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Customer's Axon Evidence account Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and devices for Customer leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs
3. **Regional TAM Scope of Services**
 - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.



5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon



immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Axon Training Pod

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ah)

To: BOARD OF SUPERVISORS

From: Sheriff-Coroner

Meeting Date: April 22, 2025

Department Contact: Matthew Kendall

Phone: 707-463-4085

Department Contact: Juanita Dreiling

Phone: 707-463-4409

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Award Acceptance from the Northern California Coalition to Safeguard Communities in the Amount of \$170,631 for the Period of August 1, 2024, through July 31, 2025

Recommended Action/Motion:

Approve retroactive award acceptance from the Northern California Coalition to Safeguard Communities in the amount of \$170,631 for the period of August 1, 2024, through July 31, 2025.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Mendocino County Sheriff's Office has partnered with Humboldt, Siskiyou, Lake, and Trinity counties to establish the Northern California Coalition to Safeguard Communities (NCCSC). The Center to Combat Human Trafficking recognizes that law enforcement agencies in Northern California do not have adequate financial resources to independently address criminal activity by drug trafficking organizations. The Center to Combat Human Trafficking, through the NorCal Coalition, has provided support to provide the financial and technical assistance needed to continue to support these agencies.

The Mendocino County Sheriff's Office was awarded \$170,631 on August 1, 2024. The funds are being used to provide staff to help combat human trafficking, provide related training and materials, and laptop technology. Initially, the Sheriff's Office believed these funds would be classified as a donation. Since the NCCSC's Coordinator position was unfilled for a portion of the year, the award letter was not received until later in the year. For this reason, the Sheriff's Office is requesting retroactive approval of the award.

Alternative Action/Motion:

Return to staff for alternate handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Item #: 3ah)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Northern California Coalition to Safeguard Communities (NCCSC)

current f/y cost: (170,631)

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: Yes

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025



NCCSC

NORTHERN CALIFORNIA COALITION TO SAFEGUARD COMMUNITIES

August 1, 2024

Dear Mendocino County Sheriff's Office,

Congratulations, The Northern California Coalition to Safeguard Communities (NCCSC) is happy to report that your request for grant funding has been approved. The Grant cycle will run August 1, 2024- July 31, 2025.

NCCSC represents a unified effort among law enforcement leaders from Humboldt, Lake, Mendocino, Trinity, and Siskiyou, including Sheriffs and District Attorneys. Together with a team of experts in environmental crimes, data analysis, computer forensics, forensic accounting, and victim services, NCCSC is committed to combating human trafficking and organized crime.

The mission of NCCSC is clear: to protect the safety of local communities by investigating and dismantling the activities of transnational criminal organizations that inflict severe harm. This entails conducting complex investigations into various criminal activities, primarily human trafficking, and the significant environmental damage associated with illegal cannabis cultivation. By holding individuals accountable for these egregious offenses and providing support to trafficking survivors, often overlooked in the underground industry, NCCSC aims to make a tangible difference in our communities.

Below is approved funding to support the mission of NCCSC:

	Description	Funding
1	Task Force Commander (.5 FTE) Salary & Benefits	\$89,351
2	Sheriff's Technology Specialist (.5 FTE) Salary & Benefits	\$66,780
3	Human Trafficking Trainings/Materials	\$10,000
4	3 Laptops	\$ 4,500
	Total	\$170,631

Invoices for purchases and reimbursement will be made through NCCSC Treasurer, Matt Kendall. Please reach out to him and he will arrange for the distribution of funds.

By accepting these funds, the Mendocino County Sheriff's Office agrees that all activity supported by these funds adhere to and meet all IRS-established guidelines, rules, and regulations. Mendocino County Sheriff's Office further agrees to conduct all activities related to its use of the grant funds in compliance with all applicable U.S. export controls and trade sanctions, laws, and regulations.

Mendocino County Sheriff's Office agrees to submit data for an interim report on this grant on March 1, 2025 and a final report on October 1, 2025 in accordance with the Terms and Policies Agreement.

Again, congratulations and we look forward to seeing progress in the NCCSC Mission.


William F. Honsal
President, NCCSC



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ai)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: April 22, 2025

Department Contact: DeNeese Parker
Department Contact: Rachel Ebel-Elliott

Phone: 707-463-7761
Phone: 707-463-7836

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of First Amendment to Agreement No. BOS-24-084 with North Coast Opportunities, Inc., in the Amount of \$210,000, for a New Total of \$645,000, to Administer California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care for CalWORKs Welfare-to-Work Participants, Effective July 1, 2024, through June 30, 2025

Recommended Action/Motion:

Approve first Amendment to Agreement No. BOS-24-084 with North Coast Opportunities, Inc., in the amount of \$210,000, for a new total of \$645,000, to administer California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care for CalWORKs Welfare-to-Work participants, effective July 1, 2024 through June 30, 2025; authorize the Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ongoing Agreement. Most recent action on June 4, 2024, Item 3z), Approval of Agreement No. BOS-24-084.

Summary of Request:

On June 4, 2024, the County of Mendocino Board of Supervisors (BOS) approved Agreement No. BOS-24-084 with North Coast Opportunities, Inc. (NCO) in the amount of \$435,000, to administer California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care for CalWORKs Welfare-to-Work (WTW) Participants. The proposed Amendment to Agreement No. BOS-24-084 increases the amount of funds to a new total of \$645,000, allowing for NCO to continue to administer CalWORKs Stage One Child Care with the increase of families utilizing the services. From the end of the 23-24 contract to the first six months of the 24-25 contract, there has been a significant increase to Stage One Child Care usage, prompting for the need to amend the contract's budget. CalWORKs Stage One Child Care is reimbursed at 100 percent without any county share/overmatch, but the previous contract amount was calculated on previous average usage. During January 1, 2024, through June 30, 2024, the average number of families receiving Stage One Child Care services were twenty-three, representing an average of forty-one children. From July 1, 2024, through December 31, 2024, the average number of families receiving Stage One Child Care services were thirty-five, representing an average of fifty-two children.

NCO will continue to administer CalWORKs Stage One Child Care to CalWORKs WTW participants. Services will include screening referrals, reviewing and processing child care claims, ensuring that participants and

Item #: 3ai)

providers understand child care policies, etc. In addition, child care providers will receive payments from NCO for all three stages of child care, alleviating confusion for providers, and allowing clear understanding of the Child Care Provider Union dues that will be deducted from monthly payments. NCO's specialized knowledge of the administration of Stage Two and Stage Three allows for a smooth transition of administration of Stage One Child Care and will provide necessary support to participants and providers.

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: Child Care Allocation

current f/y cost: \$645,00 for the term of the Agreement

budget clarification: N/A

annual recurring cost: \$645,000

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 24-084-A1



AMENDMENT #1

Original Agreement No.	BOS-24-084
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-084**

This Amendment to Agreement No. BOS-24-084 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **NORTH COAST OPPORTUNITIES, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-084 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 \$210,000 from \$435,000 to \$645,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to reflect the amount increase.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$210,000 from \$435,000 to \$645,000.
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: DeNeese Parker
DeNeese Parker, Social Services Director

Date: 03/28/2025

Budgeted: No
Budget Unit: 5010
Line Item: 86-3116
Org/Object Code: SSCWCC
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/22/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 04/22/2025

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 04/22/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 03/24/2025

CONTRACTOR/COMPANY NAME

By: Dan McIntire
Dan McIntire, Chief Executive Officer

Date: 4/1/2025

NAME AND ADDRESS OF CONTRACTOR:

North Coast Opportunities, Inc.
413 N. State Street
Ukiah, CA 95482
(707) 263-4688, x410
tsedrick@ncoinc.org

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Charlotte Scott
COUNTY COUNSEL

Date: 03/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Deputy CEO
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 ☒ EB# 25-86
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B

PAYMENT TERMS

I. COUNTY will reimburse CONTRACTOR as per the following instructions:

ITEM	COST
A. Projected Child Care Costs:	\$451,500
B. Expenses	
1. NCO Indirect/Admin	\$96,750
2. Operating Expenses	\$96,750
TOTAL	\$645,000

II. CONTRACTOR shall send invoices to:

Mendocino County Department of Social Services
CalWORKs Job Services
2550 N. State St. Suite 3
Ukiah, CA 95482
Attn: Rosie Espinoza

III. Submission of claims and reports will comply as follows:

- A. CONTRACTOR will submit invoices by the twentieth (20th) day of the month for services provided the previous month, itemizing the actual monthly costs incurred providing Stage One Child Care.
- B. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.
- C. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
- D. COUNTY payments shall be made to:

North Coast Opportunities, Inc.
413 N. State Street
Ukiah, CA 95482

IV. This is an annual Agreement and does not guarantee renewal in future years.

V. Payments under this Agreement shall not exceed Six Hundred Forty-Five Thousand Dollars (\$645,000) for the term of this Agreement.

[END OF PAYMENT TERMS]



Mendocino County
Department of Social Services
Healthy People, Healthy Communities



DeNeese Parker, Director
Stephen White, Assistant Director

Memorandum

Date: 04/03/2025

Division: Employment and Family Assistance Services

Contract Info: California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care Amendment

Amount: \$645,000

Meeting Date: April 22, 2025

History:

Senate Bill 80, established in October of 2019, increased access to child care services for Welfare-to-Work participants by authorizing CalWORKs Stage One Child Care immediately and continuously for 12 months. Beginning July 1, 2025, the authorization period for Stage One Child Care will increase to 24 months, or until participant is transferred to Stage Two. With North Coast Opportunities administering Stage One Child Care, this contract will allow for the continued smooth transition between all three child care stages and alleviate any confusions for participants and community child care providers.

Funding:

Stage One Child Care Allocation.

Numbers served through this agreement:

CalWORKs Job Services participants are eligible for Stage One Child Care when they have a child under the age of 13 or up to age 21 with disabilities, in the home. From the end of the 23-24 contract to the first six months of the 24-25 contract, there has been a significant increase to Stage One Child Care usage, prompting for the need to amend the contract's budget. During January 1, 2024, through June 30, 2024, the average number of families receiving Stage One Child Care services were twenty-three, representing an average of forty-one children. From July 1, 2024, through December 31, 2024, the average number of families receiving Stage One Child Care services were thirty-five, representing an average of fifty-two children.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3aj)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: May 6, 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:

Authorization of a Road Closure of Main Street (County Road 245) at the West Canal to Allow for Replacement of the Culvert Under Main Street, Planned for Summer 2025, Pursuant to Section 942.5 of the California Streets and Highways Code (Potter Valley Area)

Recommended Action/Motion:

Authorize a road closure of Main Street (County Road 245) at the West Canal to allow for replacement of the culvert under Main Street, planned for summer 2025, pursuant to Section 942.5 of the California Streets and Highways Code (Potter Valley Area).

Previous Board/Board Committee Actions:

None.

Summary of Request:

Potter Valley Irrigation District needs to replace the culvert that carries the West Canal water under Main Street (County Road (CR) 245), just west of the intersection of Hawn Creek Road (CR 245A). Work is planned over two days, but unforeseen complications may extend construction time. All effort will be made to limit impacts to locals. The applicant will provide traffic control and will notify all the appropriate authorities at least 48 hours prior to the closure.

Alternative Action/Motion:

Deny the closure and provide direction to staff.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: District 1

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

Item #: 3aj)

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: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 22, 2025



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

April 3, 2025

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

RE: AUTHORIZATION OF A ROAD CLOSURE OF MAIN STREET (COUNTY ROAD 245) AT THE WEST CANAL TO ALLOW FOR REPLACEMENT OF THE CULVERT UNDER MAIN STREET, PLANNED FOR SUMMER 2025, PURSUANT TO SECTION 942.5 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE (POTTER VALLEY AREA)

Honorable Board Members:

Potter Valley Irrigation District needs to replace the culvert carrying the West Canal water under Main Street (County Road (CR) 245) in Potter Valley, just east of the intersection of Hawn Creek Road (CR 245A). The five-foot wide culvert is planned to be replaced in the summer of 2025 over an estimated two days. The dates of the work have yet to be determined, but once they are, an encroachment permit will be issued, and the proper authorities will be notified.

There is an easy detour in this area on County roads and work will be scheduled for the least amount of disruption to residents. The applicant will provide the necessary signs and flaggers for traffic control. They will also be responsible for contacting all local authorities and emergency service providers to notify them of the closure at least 48 hours in advance. They will also place changeable message signs (CMS) 48 hours in advance to notify the public of the closure.

As part of the encroachment permit process, the applicant will submit a copy of their certificate of liability insurance showing the County of Mendocino as an additionally insured.

I will, of course, respond to any questions the Board may have.

Respectfully submitted,

HOWARD N. DASHIELL
Director of Transportation

cc: County Road 245



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ak)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: April 22, 2025

Department Contact: Howard N. Dashiell

Phone: 707-463-4363

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Approving the Parcel Map for Minor Subdivision Number 2023-0003 (Rosetti), and Accepting on Behalf of the Public the Dedication of Land in Item (A) of the Owner's Statement for Public Road Right-of-Way and Public Utility Easement, Located at 13018 McDowell Street, Assessor's Parcel Number 048-220-22 (Hopland Area)

Recommended Action/Motion:

Adopt Resolution approving the parcel map for Minor Subdivision Number 2023-0003 (Rosetti), and accepting on behalf of the public the dedication of land in Item (A) of the Owner's Statement for the purposes specified thereon, located at 13018 McDowell Street, Assessor's Parcel Number 048-220-22 (Hopland Area); direct the Clerk of the Board to deliver the Parcel Map to the Recorder for processing and recording; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

Minor Subdivision Number (No.) 2023-0003 (Rosetti) is located in Hopland, CA, fronted by McDowell Street (CR 115E). This Minor Subdivision consists of a division of land to subdivide an existing 53,873 square foot parcel into two (2) parcels. Parcel One (1): 31,612 square feet; Parcel Two (2) 22,261 square feet. Parcel A is designed to maintain County Right-of-Way and Public Utility Easement on McDowell Street (CR 115E), as shown as Item (A) in the Owner's Statement on the parcel map. The Right-of-Way for public road purposes and public utility purposes is to be accepted at this time. All conditions of approval are completed and the parcel map is ready for recording.

Alternative Action/Motion:

Reject the filing of the parcel map and reject the offer of dedication.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: District 1

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3ak)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 22, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-071



RESOLUTION NO. 25-071

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE PARCEL MAP FOR MINOR SUBDIVISION NUMBER 2023-0003 (ROSETTI), AND ACCEPTING ON BEHALF OF THE PUBLIC THE DEDICATION OF LAND IN ITEM (A) OF THE OWNER'S STATEMENT FOR PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT, LOCATED AT 13018 MCDOWELL STREET; ASSESSOR'S PARCEL NUMBER 048-220-22

WHEREAS, on September 19, 2024, the Mendocino County Planning Commission conditionally approved the tentative map for Minor Subdivision (MS) Number 2023-0003 (Rosetti); and

WHEREAS, all conditions of approval have been complied with or otherwise provided for, including offers of dedication and preparation of the Parcel Map; and

WHEREAS, the Mendocino County Redemption Officer has determined that there are no liens against the real property defined by this subdivision or any part thereof for unpaid State, County, Municipal, or Local Taxes, or special assessments collected as taxes, except taxes of special assessments not yet payable; and

WHEREAS, the Mendocino County Assessor has estimated the amount of taxes and assessments, which are a lien against the real property, contained within the Subdivision for taxes or special assessments not yet payable, to be zero dollars and zero cents (\$0.00), said amount having been deposited with the County Treasurer as surety in accordance with applicable provisions of the State Subdivision Map Act.

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

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1. Approves the forementioned parcel map for filing,

The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor Williams, and carried this 22nd 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. 25-071

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE PARCEL MAP FOR MINOR SUBDIVISION NUMBER 2023-0003 (ROSETTI), AND ACCEPTING ON BEHALF OF THE PUBLIC THE DEDICATION OF LAND IN ITEM (A) OF THE OWNER'S STATEMENT FOR PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT, LOCATED AT 13018 MCDOWELL STREET; ASSESSOR'S PARCEL NUMBER 048-220-22

WHEREAS, on September 19, 2024, the Mendocino County Planning Commission conditionally approved the tentative map for Minor Subdivision (MS) Number 2023-0003 (Rosetti); and

WHEREAS, all conditions of approval have been complied with or otherwise provided for, including offers of dedication and preparation of the Parcel Map; and

WHEREAS, the Mendocino County Redemption Officer has determined that there are no liens against the real property defined by this subdivision or any part thereof for unpaid State, County, Municipal, or Local Taxes, or special assessments collected as taxes, except taxes of special assessments not yet payable; and

WHEREAS, the Mendocino County Assessor has estimated the amount of taxes and assessments, which are a lien against the real property, contained within the Subdivision for taxes or special assessments not yet payable, to be zero dollars and zero cents (\$0.00), said amount having been deposited with the County Treasurer as surety in accordance with applicable provisions of the State Subdivision Map Act.

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

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1. Approves the forementioned parcel map for filing,

The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor Williams, and carried this 22nd 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
Landfills

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION

340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

April 22nd, 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 APPROVING THE PARCEL MAP FOR MINOR SUBDIVISION NUMBER 2023-0003 (ROSETTI), AND ACCEPTING ON BEHALF OF THE PUBLIC THE DEDICATION OF LAND IN ITEM (A) OF THE OWNER'S STATEMENT FOR PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT, LOCATED AT 13018 MCDOWELL STREET; ASSESSOR'S PARCEL NUMBER 048-220-22 (HOPLAND AREA)

Honorable Board Members:

Submitted herewith is the Parcel Map required to be filed in accordance with the above referenced Minor Subdivision.

Some pertinent information concerning the Minor Subdivision is as follows:

LOCATION: Minor Subdivision No. 2023-0003 (Rosetti) is located at 13018 McDowell Street, Hopland, fronted by McDowell Street (County Road (CR) 115E) to the East.

APN:
048-220-22

NUMBER OF PARCELS: Two (2) Parcels

PARCEL SIZE: Parcel No. One = 31,612 Square Feet
Parcel No. Two = 22,261 Square Feet,
Parcel A is designed along McDowell Street (CR 115E) for Right-of-Way and Public Utility purposes.

TENTATIVE MAP was approved by the Planning Commission on September 19th, 2024.

DEDICATIONS: In conformance with conditions of the Tentative Map approval, the sub-divider is making the following dedication to the County of Mendocino by a statement on the Parcel Map:

Parcel A is to be dedicated in fee for Public Road Right-of-Way and Public Utility purposes for McDowell Street (CR 115E) as Item (A) in the Owner's Statement on the Parcel Map.

The Parcel Map has been reviewed and found to be in substantial compliance with the approved Tentative Map. All conditions of the Tentative Map approval have been satisfied and the Parcel Map is ready for recording.

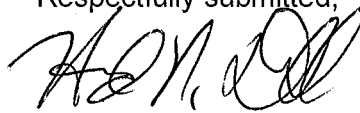
The County Surveyor's Office recommends adoption of the proposed Resolution authorizing the filing of the Parcel Map.

Transmitted with the staff report, I have enclosed the following items:

1. The original Parcel Map (2 sheets)
2. The proposed Resolution approving the filing of the Parcel Map
3. For the Clerk of the Board:
 - (A) A copy of the Certificate from the Tax Collector
 - (B) A Certificate from the Assessor indicating there are no tax liens against the Subdivision
 - (C) A copy of receipt from County Treasurer for security deposit
4. For the Recorder
 - (A) Copy of the cover sheet from the Preliminary Title Report
 - (B) A Certificate from the Tax Collector indicating there are no liens against the Subdivision

STAFF ACTION: Upon adoption of the Resolution, it would be in order for the Clerk of the Board to endorse the Parcel Map and transmit the map, together with the documents identified in Item 4 above, to the County Recorder.

Respectfully submitted,



HOWARD N. DASHIELL
County Surveyor

cc: MS No. 2023-0003

OWNER'S STATEMENT

The undersigned being all parties having any record title interest in the land within this division, hereby consent to the preparation and recordation of this map and irrevocably offer for dedication and do hereby dedicate for public uses the following:

A) Parcel "A" for County roadway and public utility easement purposes

Linda J. Rosetti
Linda J. Rosetti, sole trustee
The David and Linda Rosetti Trust
dated August 12, 2003

1-22-25
Date

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona

County of Maricopa

On January 22, 2025 before me, Louise Triplett
a notary public in and for said County and State, residing therein,
duly commissioned and sworn, personally appeared

Linda J. Rosetti

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Louise Triplett
Name

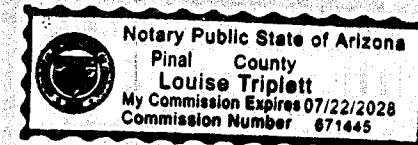
Louise Triplett
Signature

7-22-2028
My commission expires

Notary Public in and for the

County of Maricopa

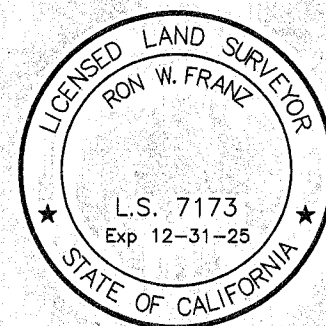
State of Arizona



ACCURACY STATEMENT

I, Ron W. Franz, hereby state that all survey work required in the preparation of this map and related monumentation was performed to a minimum accuracy of 1:5000.

Ron W. Franz 1-27-25
Ron W. Franz L.S. 7173
My license expires 12-31-25

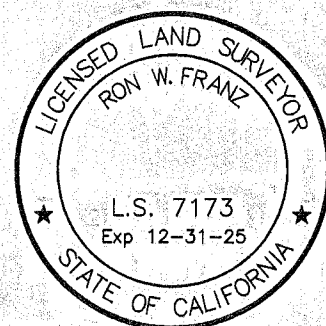


SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Linda J. Rosetti

I hereby state that this Parcel Map substantially conforms to the approved, or conditionally approved, tentative map, if any. I further state that all monuments are of the character and occupy the positions indicated and that said monuments are sufficient to enable the survey to be retraced.

Ron W. Franz 1-27-25
Ron W. Franz L.S. 7173
My license expires 12-31-25



COUNTY RECORDER'S STATEMENT

Filed this _____ day of _____, 2025, at _____ M. in Maps

Drawer _____, Pages _____, M.C.R., at the request of Ron W. Franz

Katrina Bartolomie, County Recorder
Mendocino County, State of California

By: _____ Fee: _____
Deputy

PROOF OF OWNERSHIP STATEMENT

I hereby state that the proof of ownership report made by _____

_____ this _____ day of _____, 2025,
conforms to the provisions of the Subdivision Map Act.

Katrina Bartolomie, County Recorder
Mendocino County, State of California

By: _____
Deputy

BOND STATEMENT

I, Darcie Antle, Clerk of the Board of Supervisors of the County of Mendocino, State of California, hereby state that the bond or deposit as required by the "Subdivision Map Act", Section 66464 of Title 7 of the Government Code, Division 2, has been filed.

Dated this _____ day of _____, 2025.

Darcie Antle, Clerk, Board of Supervisors

By: _____
Deputy

DIRECTOR OF PLANNING'S STATEMENT

This map substantially conforms to the approved tentative map and the conditions of approval thereof.

Dated this 10th day of March, 2025.

Julia Krog, Director of Planning and Building Services
Mendocino County, State of California

By: Julia Krog

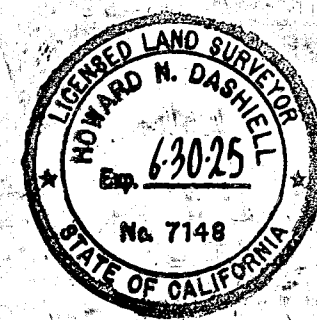
COUNTY SURVEYOR'S STATEMENT

I have examined this map; the subdivision as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof; all provisions of Chapter 2, Division 2, of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with; I am satisfied the map is technically correct.

Dated this 28th day of January, 2025.

Howard N. Dashiell, County Surveyor
Mendocino County, State of California

By: Howard N. Dashiell
Howard N. Dashiell, PLS 7148
License Expires 6-30-25



NOTES

1. All future external lighting, whether installed for security, safety or landscape design purposes, shall be shielded, downcast or shall be positioned in a manner that will not shine or allow light glare to exceed the boundaries of the parcel on which it is placed.
2. The property is within, adjacent to, or within three hundred (300) feet of an Agricultural Preserve of Timber Production Zone and residents of the property may be subject to inconvenience or discomfort arising from use of agricultural chemicals, and from the pursuit of agricultural and timber operations including, but not limited to, cultivation, plowing, spraying, pruning, harvesting and crop protection, which occasionally generate dust, smoke, noise, and odor, and protecting animal husbandry from depredation, and should be prepared to accept such inconvenience or discomfort as normal and necessary to farming and timber harvesting operation.
3. Future development on building sites, access roads or driveways may be subject to the grading requirements and drainage control measures identified in the Conditions of Approval.
4. The access road, driveway, and interior circulation routes shall be maintained in such a manner as to insure minimum dust generation subject to Air Quality Management District Regulation 1 Rule 430. All grading must comply with Air Quality Management District Regulations Rule 430. Any rock material, including natural rock from the property, used for surfacing must comply with Air Quality Management District regulations regarding asbestos content.
5. In the event that archaeological resources are encountered during the development of the property, work in the immediate vicinity of the find shall be halted until all requirements of Chapter 22.12 of the Mendocino County Code relating to Archaeological discoveries have been satisfied.
6. Development within the flood plain as identified on this map, is subject to those restrictions in the Flood Plain Regulations of the Mendocino County Code.
7. No toxic, hazardous, or contaminated materials or waste shall be stored in a designated buffer area or clearly identified flood plain or floodway.
8. A Flood Hazards Report has been prepared for this minor subdivision and is on file with the Mendocino County Planning Department.

TITLE REPORT

Reference for this Parcel Map should be made to the Title Report prepared for this property entitled 3rd Updated Preliminary Report dated December 20, 2024, Order No. 20230023RB prepared by Redwood Empire Title Company of Mendocino County, California.

CLERK OF THE BOARD OF SUPERVISORS

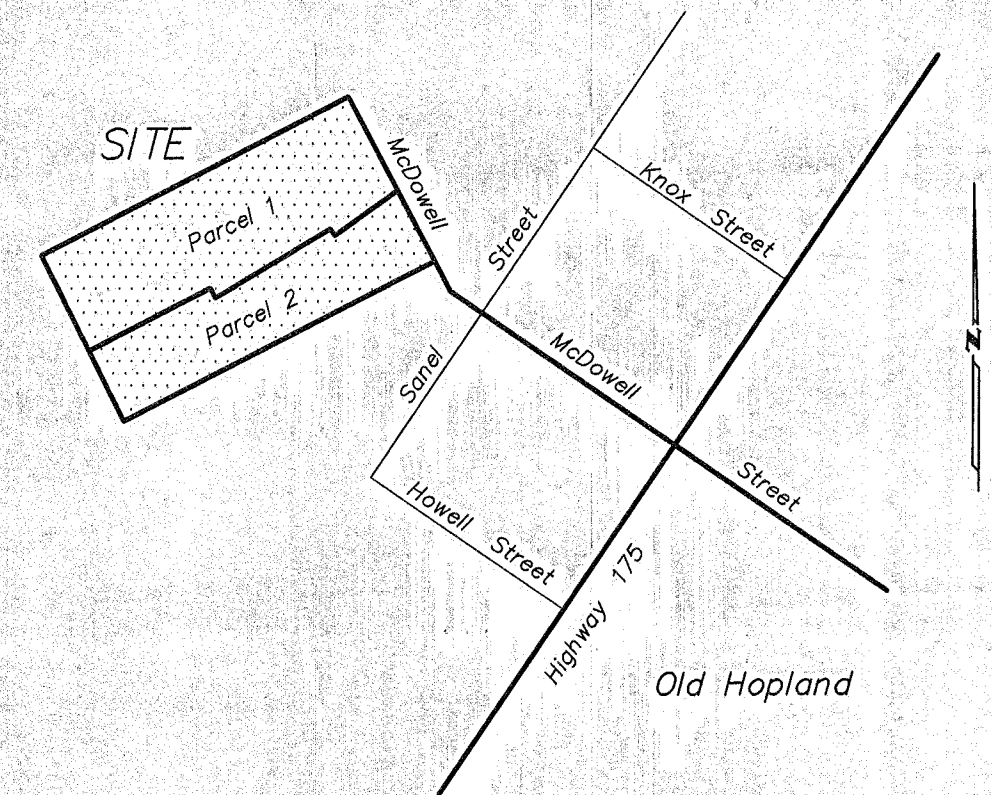
I, Darcie Antle, Clerk of the Board of Supervisors of the County of Mendocino, State of California, hereby state that said Board of Supervisors by resolution on the _____ day of _____, 2025, approved the within map and accepted on behalf of the public the right of way offered for public use, designated as Parcel "A" of the Owner's Statement on the within map for the purposes specified thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this office to be affixed.

Dated this _____ day of _____, 2025.

Darcie Antle, Clerk, Board of Supervisors

By: _____
Deputy



Location Map

No Scale

Parcel Map
for Minor Subdivision MS 2023-0003
being a portion of the Sanel Rancho
in the unincorporated area of old Hopland
Mendocino County, CA -- January 10, 2025

Sheet 1 of 2 sheets

-- MAPS --

DRAWER _____

PAGE _____

ABBREVIATIONS

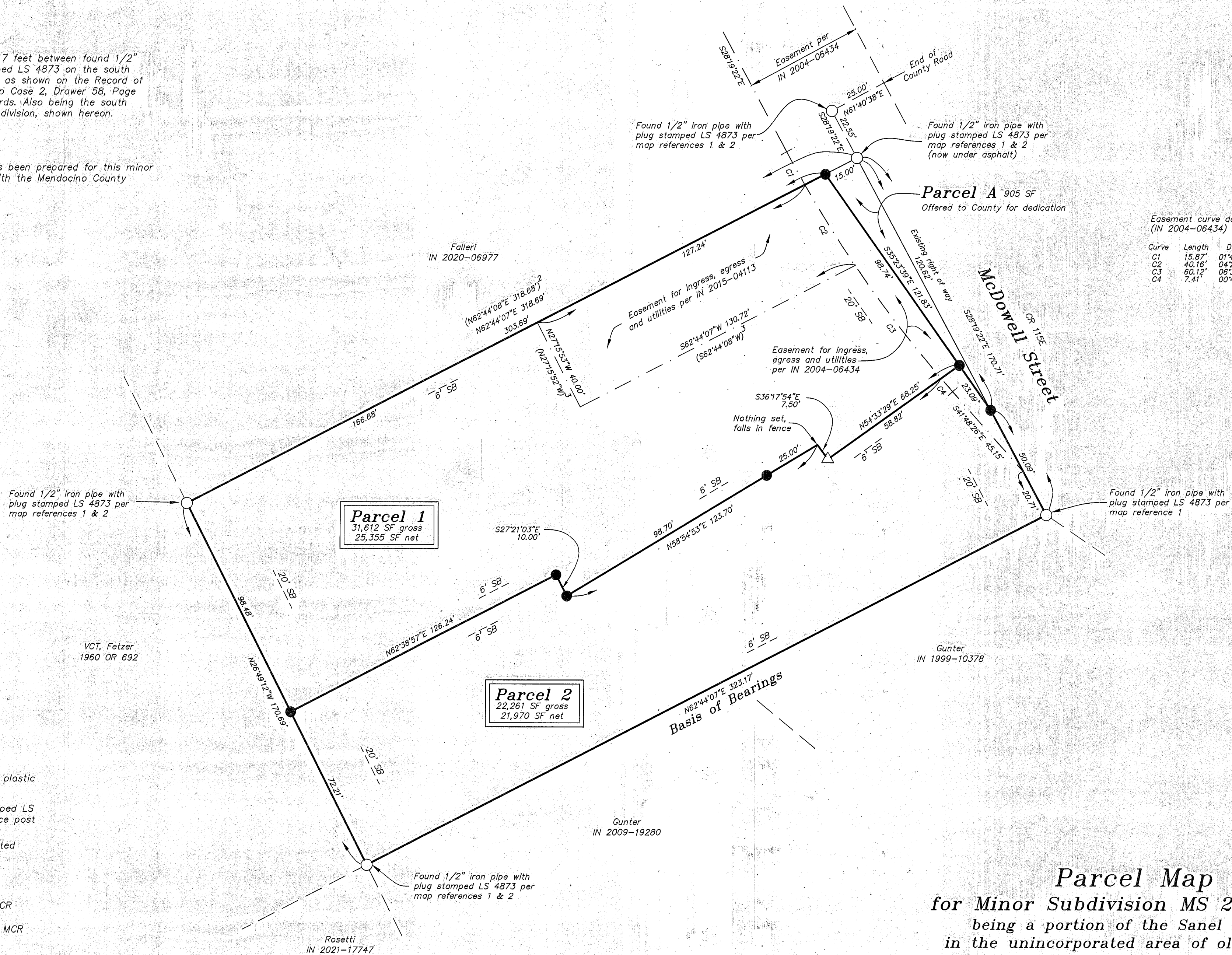
IN = Instrument Number
MCR = Mendocino County Records
MC, Dr, Pg = Map Case, Drawer, Page
OR = Official Records
SB = Building Setback
SF = Square feet

BASIS OF BEARINGS

North 62°44'07" East, 323.17 feet between found 1/2" iron pipes with plugs stamped LS 4873 on the south line of the Rosetti property as shown on the Record of Survey map recorded in Map Case 2, Drawer 58, Page 79, Mendocino County Records. Also being the south line of Parcel 2 of this subdivision, shown hereon.

FLOODPLAIN NOTE

A Flood Hazards Report has been prepared for this minor subdivision and is on file with the Mendocino County Planning Department.



Parcel Map
for Minor Subdivision MS 2023-0003
being a portion of the Sanel Rancho
in the unincorporated area of old Hopland
Mendocino County, CA -- January 10, 2025

30 0 30 60
Scale: 1"=30'

Sheet 2 of 2 sheets

-- MAPS --

DRAWER _____

PAGE _____