

**GLENN MCGOURTY**  
1st District  
Supervisor

**MAUREEN  
MULHEREN**  
2nd District  
Supervisor

**JOHN HASCHAK**  
3rd District  
Supervisor

**DAN GJERDE**  
4th District  
Supervisor  
Chair

**TED WILLIAMS**  
5th District  
Supervisor  
Vice-Chair



**COUNTY ADMINISTRATION CENTER**  
501 Low Gap Road, Room 1070  
Ukiah, CA 95482  
(707) 463-4441 (t)  
(707) 463-5649 (f)  
[cob@mendocinocounty.org](mailto:cob@mendocinocounty.org)

**MENDOCINO COUNTY**  
**BOARD OF SUPERVISORS**  
**BOARD OF SUPERVISORS AGENDA**

**REGULAR MEETING**  
**July 20, 2021 - 9:00 AM**  
**BOARD CHAMBERS, ROOM 1070**  
**COUNTY ADMINISTRATION CENTER**

---

Effective March 20, 2020, the Mendocino County Board of Supervisors meetings will be conducted virtually and not available for in person public participation (pursuant to State Executive Order N-29-20). 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.

The public may participate digitally in meetings in lieu of personal attendance. Comment may be made in any of the following ways: via written comment to [bos@mendocinocounty.org](mailto: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 here: <https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>

For details and a complete 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>



**1. OPEN SESSION (9:00 A.M.)****1a) Roll Call****1b) Pledge of Allegiance****2. PROCLAMATIONS**

*Items in this section are automatically adopted unless specifically pulled by a Supervisor. Proclamations may be presented or commented on as needed.*

**3. 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 email, telephone, Zoom, or via voicemail message. For information on each of these methods, call Mendocino County Clerk of the Board at (707) 463-4441 or visit <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>.*

*All correspondence will be attached to the item and made available online at:  
<https://mendocino.legistar.com/Calendar.aspx>.*

**3a) Public Expression**

**Attachments:**    [07-19-21 Bennett Correspondence](#)

**4. 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.*

**5. COUNTY EXECUTIVE OFFICE AND DEPARTMENTAL MATTERS****5a) Discussion and Possible Action Including Recognition of Employee Service Awards for Eligible Employees with 15 - 40 Years of Service  
(Sponsor: Human Resources)****Recommended Action:**

*Recognition of employee service awards for eligible employees with 15 to 40 years of service.*

**Attachments:**    [Employees with Fifteen to Forty Years of Service.pdf](#)

- 5b) Discussion and Possible Action Including Direction to Staff to Amend the County of Mendocino Cannabis Equity Program Including, But Not Limited To, Increasing the Income Threshold Associated with the Cannabis Equity Program's Eligibility Criteria, Simplifying the Grant Application Process, and Increasing the Amount of Funding Available Through the Direct Grant Program  
(Sponsor: Cannabis Program)**

*Recommended Action:*

*Direct staff to amend the County of Mendocino Cannabis Equity Program including but not limited to increasing the income threshold associated with the grant program's eligibility criteria, simplifying the grant applications, and increasing the amount of grant funding available through the direct grant program.*

**Attachments:**    [07-18-21 Nelson Correspondence](#)  
                              [07-19-21 MCA Correspondence 1](#)  
                              [07-19-21 Alvarado Correspondence](#)  
                              [07-20-21 MCA Correspondence 2](#)  
                              [07-20-21 CCAG Correspondence](#)

- 5c) Assistant Chief Executive Officer's Budget Report  
(Sponsor: Executive Office)**

*Recommended Action:*

*Accept the Assistant Chief Executive Officer's Budget Report.*

- 5d) Noticed Public Hearing - Discussion and Possible Action to Consider an Appeal of the Coastal Permit Administrator for Approval of a Boundary Line Adjustment Located Near Cleone (B\_2017-0043) to Align Parcel Boundaries with Coastal Zone Boundary and Remove Split Designations. Parcel "A" (APN: 069-320-01) Would Increase from 10.85 to 11.35± Acres, and Parcel "B" (APN: 069-320-02) Would Decrease from 10.85 to 10.35± Acres, Located at 32800 & 32700 Nameless Lane, Fort Bragg (Sponsor: Planning and Building Services)**

Recommended Action:

*Hear and deny appeal of the Coastal Permit Administrator's approval of Boundary Line Adjustment (B\_2017-0043), located near Cleone to align parcel boundaries with Coastal Zone Boundary and remove split designations, Parcel "A" (APN: 069-320-01) would increase from 10.85 to 11.35± acres, and parcel "B" (APN: 069-320-02) would decrease from 10.85 to 10.35± acres, located at 32800 & 32700 Nameless Lane, Fort Bragg; and modify the approval to include the requirement that the applicant prepare, or have prepared, partial reconveyances and/or modified deeds of trust, as applicable, in substantial compliance with the approved boundary line adjustment, and arrange for their concurrent recording with the documents that effectuate the boundary line adjustment.*

Attachments:

- 00. NOTICE for APPEAL
- 01. B 2017-0043 Memo to BOS on Appeal FINAL
- 02. B 2017-0043 Attachments
  - Fort Bragg Zoning Map
  - Supporting Docs Packet
- 07-13-21 Williams Correspondence
- 07-14-21 Harvey Correspondence
- 07-13-21 Fletcher Correspondence
- 07-15-21 Peterson Correspondence
- 07-15-21 Martensen Correspondence
- 07-15-21 Concerned Neighbors of the Cleone Community Corresp
- 07-15-21 Oalesby Correspondence
- 07-16-21 Wilburn Correspondence
- 07-16-21 Sarvis Correspondence

- 5e) Discussion and Possible Action Including Approval of Agreement with the Law Office of Duncan M. James in the Amount of \$50,000 to Provide the Sheriff with Legal Assistance Pursuant to Government Code section 31000.6, Effective Upon Execution with No Term End Date (Sponsor: Sheriff-Coroner)**

Recommended Action:

*Approve Agreement with the Law Office of Duncan M. James in the amount of \$50,000 to provide the sheriff with legal assistance pursuant to Government Code section 31000.6, effective upon execution with no term end date; authorize Chair to sign same.*

**Attachments:**    [07-20-21 Agreement](#)  
                              [07-20-21 Sheriff Correspondence](#)

- 5f) Chief Executive Officer's Report (Sponsor: Executive Office)**

Recommended Action:

*Accept the Chief Executive Officer's report.*

- 5g) 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.*

**6. BOARD OF SUPERVISORS AND MISCELLANEOUS**

- 6a) Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest**

**7. BOARD OF DIRECTORS MATTERS**

*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.*

**8. 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.*

**9. CLOSED SESSION**

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

- 9a) Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Carmel J. Angelo, Cherie Johnson and William Schurtz; Employee Organization(s): All**
- 9b) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - County Counsel**
- 9c) Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Willits Environmental Center v. The Board of Supervisors of County of Mendocino, et al. - Case No. 21CV00474**

**10. COMMUNICATIONS RECEIVED AND FILED**

*Communications received and filed are retained by the Clerk throughout the Board proceedings. To review items described in this section, please contact the Executive Office staff in Room 1010.*

**4. 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:

**APPOINTMENTS****4a) Approval of Recommended Appointments/Reappointments****Recommended Action:**

- 1. Holm Kappler, Member, Mendocino Historical Review Board;
- 2. Elizabeth Cameron, Arts Organization/Attractions Member, Mendocino County Tourism Commission; and
- 3. Camille Schraeder, Children's System of Care Representative, Health and Human Services Agency Advisory Board.

**Attachments:**    [Kappler Application](#)  
                              [Cameron Application](#)  
                              [Schraeder Application](#)

**BOARD OF SUPERVISORS**

- 4b) Adoption of Proclamation Recognizing July 18 - 24, 2021 as Probation Services Week in Mendocino County  
(Sponsors: Probation, Supervisor Gjerde, and Supervisor Haschak)**

Recommended Action:

*Adopt Proclamation recognizing July 18 - 24, 2021 as Probation Services Week in Mendocino County; and authorize Chair to sign same.*

**Attachments:**    [Proclamation](#)

- 4c) Adoption of Resolution Granting Permission for the Mendocino County Fair and Apple Show to Hold a Parade on Sunday, September 19, 2021, Between 12:00 p.m. and 1:30 p.m. Along Highway 128 in Boonville  
(Sponsor: Supervisors Williams)**

Recommended Action:

*Adopt Resolution granting permission for the Mendocino County Fair and Apple Show to hold a parade on Sunday, September 19, 2021, between 12:00 p.m. and 1:30 p.m. along Highway 128 in Boonville; authorize Chair to sign same; and authorize the Clerk of the Board to forward copies of the Resolution to the District Permit Coordinator, Caltrans (Eureka), the California Highway Patrol, and the Fair Manager.*

**Attachments:**    [Resolution 21-110](#)  
                          [2021-07-20-MC Fair and Apple Show Parade Resolution](#)

## EXECUTIVE OFFICE

- 4d) Adoption of Resolution Declaring the Continuation of a Local Emergency Related to the Multiple September 2020 Fires including; August Complex, Oak Fire and Hopkins Fire, as Proclaimed by the Chief Executive Officer/Director of Emergency Services and Declaring the Continuation of a Local Health Emergency as Proclaimed by the Health Officer**

Recommended Action:

*Adopt Resolution declaring the continuation of a Local Emergency related to the Multiple September 2020 fires including; August Complex fire, Oak Fire and Hopkins fire as proclaimed by the Chief Executive Officer/Director of Emergency Services and declaring the continuation of a Local Health Emergency as proclaimed by the Health Officer; and authorize Chair to sign same.*

**Attachments:**    [Resolution 21-111](#)  
                          [Resolution](#)

**4e) Adoption of a Resolution Renewing its Declaration of a Local Emergency and Extending the Existence of a Local Emergency Due to Drought Conditions and Imminent Threat of Disaster in Mendocino County**

Recommended Action:

*Adopt Resolution renewing its declaration of a local emergency and extending the existence of a local emergency due to drought conditions and imminent threat of disaster in Mendocino County; and authorize Chair to sign same.*

**Attachments:**    [Resolution 21-112](#)  
[Resolution](#)

**4f) Adoption of Resolution Declaring the Continuation of a Local Emergency Related to the October Wind Events and Corresponding Pacific Gas and Electric Public Safety Power Shutoff Events on October 23, 2019, October 26, 2019 and October 29, 2019, in Mendocino County as Proclaimed by the Chief Executive Officer/Director of Emergency Services**

Recommended Action:

*Adopt Resolution declaring the continuation of a Local Emergency related to the October wind events and corresponding Pacific Gas and Electric Public Safety Power Shutoff Events on October 23, 2019, October 26, 2019, and October 29, 2019, in Mendocino County as declared by the Chief Executive Officer/Director of Emergency Services; and authorize Chair to sign same.*

**Attachments:**    [Resolution 21-113](#)  
[Resolution](#)

**4g) Approval of Letter of Support to the California Fire Safe Council Authorizing Mendocino County Fire Safe Council to Apply for the One-Time Allocation in the Amount of \$175,000 from the 2021 California Fire Safe Council County Coordinators Grant Project on Behalf of Mendocino County**

Recommended Action:

*Approve letter of support to the California Fire Safe Council authorizing Mendocino County Fire Safe Council to apply for one-time allocation in the amount of \$175,000 from the 2021 California Fire Safe Council County Coordinators Grant Project on behalf of Mendocino County; and authorize Chair to sign same.*

**Attachments:**    [Letter of Support signed](#)  
[Letter of Support](#)  
[21 Grant Announcement](#)  
[CFSC County Coordinator Grant FAQ](#)

**HEALTH AND HUMAN SERVICES AGENCY**

- 4h) Approval of Agreement with Action Network in the Amount of \$88,000 to Provide Mental Health Services Act Funded Programs Meeting Service Criteria for Prevention and Early Intervention, Community Services and Supports, and Outreach for Early Recognition of Mental Illness, Effective July 1, 2021 through June 30, 2022**

Recommended Action:

Approve Agreement with Action Network in the amount of \$88,000 to provide Mental Health Services Act funded programs meeting service criteria for Prevention and Early Intervention, Community Services and Supports, and Outreach for Early Recognition of Mental Illness, effective July 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director/Behavioral Health Director to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign the same.

**Attachments:**    [Agreement 21-149](#)

- 4i) Approval of Retroactive Agreement with Tulare County Superintendent of Schools/California Friday Night Live Partnership in the Amount of \$5,500 to Implement One Substantial, Comprehensive Tobacco Prevention Advocacy Project, Effective September 15, 2020 Through June 30, 2021**

Recommended Action:

Approve retroactive Agreement with Tulare County Superintendent of Schools/California Friday Night Live Partnership in the amount of \$5,500 to implement one substantial, comprehensive Tobacco Prevention Advocacy Project, effective September 15, 2020 through June 30, 2021; authorize the Health and Human Services Agency Assistant Director/Behavioral Health and Recovery Services Director or designee to sign any amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

**Attachments:**    [Agreement 21-150](#)

- 4j) Approval of Retroactive Second Amendment to BOS Agreement No. 21-056 with Left Coast Seafood Marketplace, LLC in the Amount \$130,000 for a New Total of \$330,000 to Provide Meals to Homebound Seniors in the Ukiah Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective April 6, 2021 Through a new End Date of July 9, 2021 (Original End Date June 30, 2021)**

Recommended Action:

Approve retroactive second Amendment to BOS Agreement No. 21-056 with Left Coast Seafood Marketplace, LLC in the amount of \$130,000 for a new total of \$330,000 to provide meals to homebound seniors in the Ukiah area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective April 6, 2021 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Attachments:**    [Agreement 21-056-A1](#)



- 4k) Approval of Retroactive Third Amendment to Board of Supervisors Agreement No. 21-049 with Rock Seas, LLC in the Amount \$120,000 for a New Total of \$420,000 to Provide Meals to Homebound Seniors in the Hopland and Anderson Valley Areas Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective March 23, 2021 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

*Recommended Action:*

*Approve retroactive third Amendment to Board of Supervisors Agreement No. 21-049 with Rock Seas, LLC in the amount \$120,000 for a new total of \$420,000 to provide meals to homebound seniors in the Hopland and Anderson Valley areas due to the COVID-19 pandemic through the Great Plates Delivered Program, effective March 23, 2021 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**     [Agreement 21-049-A1](#)

- 4l) Approval of Retroactive Sixth Amendment to Agreement No. PH-20-043, PA No. 21-54 with Angelina's Bar and Grill in the Amount of \$85,000 for a New Total of \$555,000 to Provide Meals to Homebound Seniors in the Area of Fort Bragg Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective September 14, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

*Recommended Action:*

*Approve retroactive sixth Amendment to Agreement No. PH-20-043, PA No. 21-54 with Angelina's Bar and Grill in the amount of \$85,000 for a new total of \$555,000 to provide meals to homebound seniors in the area of Fort Bragg due to the COVID-19 pandemic through the Great Plates Delivered Program, effective September 14, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**     [Agreement 21-022-A2](#)

- 4m) Approval of Retroactive Seventh Amendment to Agreement No. PH-20-042, PA 21-101 with Patrona Restaurant in the Amount of \$250,000 for a New Total of \$1,505,000 to Provide Meals to Homebound Seniors in the Ukiah Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective December 10, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

*Recommended Action:*

*Approve retroactive seventh Amendment to Agreement No. PH-20-042, PA 21-101 with Patrona Restaurant in the amount of \$250,000 for a new total of \$1,505,000 to provide meals to homebound seniors in the Ukiah area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective December 10, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**    [Agreement 21-021-A3](#)

- 4n) Approval of Retroactive Eleventh Amendment to Agreement No. PH-19-083, PA No. 20-129 with Egghead's Restaurant in the Amount of \$70,000 for a New Total of \$712,500 to Provide Meals to Homebound Seniors in the Area of Fort Bragg Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 21, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

*Recommended Action:*

*Approve retroactive eleventh Amendment to Agreement No. PH-19-083, PA 20-129 with Egghead's Restaurant in the amount of \$70,000 for a new total of \$712,500 to provide meals to homebound seniors in the area of Fort Bragg due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 21, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**    [Agreement 20-106-A5](#)

- 4o) Approval of Retroactive Twelfth Amendment to Agreement No. PH-19-081, PA No. 20-128 with Wild Fish Restaurant in the Amount of \$420,000 for a New Total of \$3,473,500 to Provide Meals to Homebound Seniors in the Coastal Areas in Mendocino County and the Anderson Valley Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 21, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

**Recommended Action:**

*Approve retroactive twelfth Amendment to Agreement No. PH-19-081, PA No. 20-128 with Wild Fish restaurant in the amount of \$420,000 for a new total of \$3,473,500 to provide meals to homebound seniors in the coastal areas in Mendocino County and the Anderson Valley area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 21, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**    [Agreement 20-107-A5](#)

- 4p) Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-080, PA No. 20-126, with Cucina Verona in the Amount of \$250,000 for a New Total of \$2,880,500 to Provide Meals to Homebound Seniors in the Fort Bragg Area Due to the COVID-19 Pandemic through the Great Plates Delivered Program, Effective May 12, 2020 through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

**Recommended Action:**

*Approve retroactive thirteenth Amendment to Agreement No. PH-19-080, PA No. 20-126, with Cucina Verona in the amount of \$250,000 for a new total of \$2,880,500 to provide meals to homebound seniors in the Fort Bragg area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 12, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**    [Agreement 20-075-A6](#)

- 4q) Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-079, PA No. 20-124 with Ukiah Brewing Company in the Amount of \$340,000 for a New Total of \$3,551,500 to Provide Meals to Homebound Seniors in the Ukiah and Willits Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 11, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

*Recommended Action:*

*Approve retroactive thirteenth Amendment to Agreement No. PH-19-079, PA No. 20-124 with Ukiah Brewing Company in the amount of \$340,000 for a new total of \$3,551,500 to provide meals to homebound seniors in the Ukiah and Willits area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 11, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**    [Agreement 20-073-A6](#)

- 4r) Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-078, PA No. 20-125 with Mendocino Cafe in the Amount of \$180,000 for a New Total of \$1,957,380 to Provide Meals to Homebound Seniors in the Town of Mendocino, CA and the Surrounding Area Due to the COVID-19 Pandemic through the Great Plates Delivered Program, Effective May 12, 2020 through a New End Date of July 9, 2021 (Original End Date June 30, 2021)**

*Recommended Action:*

*Approve retroactive thirteenth Amendment to Agreement No. PH-19-078, PA No. 20-125 with Mendocino Cafe in the amount of \$180,000 for a new total of \$1,957,380 to provide meals to homebound seniors in the town of Mendocino, CA and the surrounding area due to the COVID-19 pandemic through the Great Plates Delivered program, effective May 12, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.*

**Attachments:**    [Agreement 20-074-A6](#)

## HUMAN RESOURCES

- 4s) Adoption of Resolution Amending Position Allocation Table as Follows: Transfer from Budget Unit 7110 to Budget Unit 1160 - 1.0 FTE Program Administrator**

*Recommended Action:*

*Adopt Resolution amending Position Allocation Table as follows: Transfer from Budget Unit 7110 to Budget Unit 1160 - 1.0 FTE Program Administrator; and authorize Chair to sign same.*

**Attachments:**    [Resolution 21-114](#)

[07.20.21 #21-0819 HR Amend PAT BU 7110 to BU 1160 RESO ic](#)

**TRANSPORTATION**

- 4t) Adoption of Resolution Approving Amendment Number 2 to Board of Supervisors Agreement Number 20-015/Department of Transportation Agreement Number 190094 with O'Neil's Septic Service for Leachate Monitoring and Hauling Services for South Coast Landfill, for the Term Ending June 30, 2022 (Gualala Area)**

**Recommended Action:**

*Adopt Resolution approving Amendment Number 2 to Board of Supervisors Agreement Number 20-015/Department of Transportation Agreement Number 190094 with O'Neil's Septic Service for leachate monitoring and hauling services for South Coast Landfill, for the term ending June 30, 2022 (Gualala Area); and authorize Chair to sign same.*

**Attachments:**     [Resolution 21-115](#)  
                              [Agreement 20-015-A1](#)  
                              [Resolution](#)

**ADJOURNMENT****Additional Meeting Information for Interested Parties**

*Effective March 20, 2020, the Mendocino County Board of Supervisors meetings will be conducted virtually and not available for in person public participation (pursuant to State Executive Order N-29-20). Meetings are live streamed and available for viewing on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo> or via toll-free telephonic live stream by calling 888-544-8306*

*Clerk of the Board staff remains dedicated to finding new and innovative civic engagement methods during this challenging time. For a complete list of the latest available options by which to engage with agenda items, please visit <https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>*

*All public comment will be available to the Supervisors, staff, and the general public, and can be viewed as attachments to this meeting agenda at <https://mendocino.legistar.com/Calendar.aspx>*

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

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



# Mendocino County Board of Supervisors **Agenda Summary**

---

**Item #: 3a)**

---

Hello. Please read the following into the record during public comment:

Californians are inviting everyone to join in a 50 states discussion of what it means to be a dejure form of government rather than a defacto form of government. The discussion will take place August 30th through September 8th. You can find more information at [CaliforniaAssembly.com](http://CaliforniaAssembly.com) or [dejure4sure.com](http://dejure4sure.com).

I've also attached an informational flier of dejure terms and defacto terms to study, prior to our discussion.

By: Patricia-Ann: Bennett ©

All Rights reserved without Prejudice



# DEFINITION OF THE WORDS

VERSUS

## [De Facto] LEGAL

LEGAL PERSON  
MALE / FEMALE  
PERSON / HUMAN  
PARENT  
CHILDREN / KIDS  
MR. / MRS. / MISS  
ALL CAPS NAME  
HONORABLE / ESQUIRE  
MARRIAGE LICENSE  
BIRTH CERTIFICATE  
DATE OF BIRTH  
PRIVILEGES / BENEFITS  
EQUAL CIVIL RIGHTS  
AFFIDAVIT  
INDENTURED SERVANT  
SIGNATURE  
TAXPAYER  
DRIVER  
DRIVERS LICENSE  
PASSENGER  
MOTOR VEHICLE  
U.S. CITIZEN / CITIZEN OF THE UNITED STATES  
2nd & 3rd CONSTITUTION  
NATION  
FEDERAL  
DEMOCRAT SOCIALIST  
VOTERS  
CORPORATIONS / POLITICAL PARTIES  
MILITARY WARTIME FLAG  
OATHS  
PLEDGES  
CONTRACTS  
INC. / LLC / CORPORATIONS  
NOTARY PUBLICS  
REGISTER  
TRUSTEE / EXECUTOR OF TRUSTS  
COMMERCE  
CONTRACTOR  
BANKRUPTCY PROTECTION  
ADMIRALITY COURTS  
RESIDENT / INHABITANT  
TENANT  
A WARRANTY DEED / REAL ESTATE TITLES  
PERSONAL PROPERTY  
INSURANCE  
MEDICAL DOCTORS  
B.A.R. ATTORNEY / BRITISH ACCREDITATION REGISTRY  
BLACK'S LAW DICTIONARY  
UNIFORM COMMERCIAL CODE, UCC

## Lawful [De Jure]

Lawful Person  
Man / Woman  
Living Man / Woman  
Mother / Father  
Sons / Daughters  
No Titles  
Proper Name  
No Titles of Nobility  
Proclamation of Lawful Marriage  
Birth Record  
Born / Nativity  
Rights  
Natural / Unalienable Rights  
Declaration / Statements / Testimony  
Sovereign  
Autograph  
Priority Creditor  
Traveler  
Free to Travel  
Guest  
Car  
State Citizen / State National  
Organic Constitution  
Country  
Continental  
Republic  
Electors  
State Citizen Governance  
Civilian Peacetime Flag  
Affirmations  
Proclamations  
Good Faith Agreements  
Family Businesses  
Public Notaries  
Record  
Trust Grantor / Donor / Trust Beneficiary  
Trade  
Tradesman  
Responsible for Actions  
Common Law Courts  
Domiciled / Home State  
Land Owner  
Land Patents / Allodial  
Private Property  
Indemnity Bond  
Physicians  
Lawful Counselor  
Bible  
10 Commandments



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 5a)**

---

**To: Board of Supervisors**

**From: Human Resources**

**Meeting Date: July 20, 2021**

**Department Contact: William Schurtz**

**Phone: 234.6600**

**Item Type: Regular Agenda**

**Time Allocated for Item: 15 Mins**

**Agenda Title:**

Discussion and Possible Action Including Recognition of Employee Service Awards for Eligible Employees with 15 - 40 Years of Service  
(Sponsor: Human Resources)

**Recommended Action/Motion:**

Recognition of employee service awards for eligible employees with 15 to 40 years of service.

**Previous Board/Board Committee Actions:**

Employees eligible to receive Employee Service Awards for 15 or more years of County service are publicly recognized twice yearly by the Board of Supervisors.

**Summary of Request:**

The 39 County employees being honored by this presentation are those who became eligible during the period January 1, 2021 through June 30, 2021, in the following departments: Cultural Service Agency, District Attorney's Office, Executive Office - Facilities and Fleet, Executive Office - Information Services, Health and Human Services Agency, Planning and Building Services, Probation, Public Defender, Sheriff's Office, Transportation, Treasurer-Tax Collector's Office

**Alternative Action/Motion:**

N/A

**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**

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

---

**Item #: 5a)**

---

**annual recurring cost:** N/A**revenue agreement:** N/A**budget clarification:** N/A**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

**CEO Liaison:** Cherie Johnson, Deputy CEO**CEO Review:** Yes**CEO Comments:**

---

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: No Action Taken

Date: July 22, 2021





Employees achieving 15 to 40 years of County Service during the period January 1, 2021 through June 30, 2021.

### **Fifteen Years**

Barbra Chapman	Eric Rennert	Sheila Persico
Dan Mazzanti	Michele Acevedo	Karen Lovato
Katherine Fengler	Michael Bell	William Petersen
Lily Caravello	Katie F. Ford	Rhonda Brown
James Elmore	Kathy O'Ferrall	Natasha Adams

### **Twenty Years**

Chantel Simmons	Dianne Laster	Bradley Walker
Dharl Smith	Richard Swanson	John Martire
Kent Standley	Howard Dashiell	Isabel Oglesby
Laura Hegenbart	Patrick McCloskey	Cody Snider

### **Twenty-five Years**

Sandra Enzler	Andrew Alvarado	Lorrie Knapp
Sherry Chappell	Butch Gupta	James Wells

### **Thirty Years**

Cathy Harpe	Catrina Taylor	Jo Quinci
-------------	----------------	-----------

### **Thirty-five Years**

Lori Keiser	Cynthia Silva
-------------	---------------

### **Forty Years**

Leif Farr





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 5b)**

---

**To: Board of Supervisors**

**From: Cannabis Program**

**Meeting Date:** July 20, 2021

**Department Contact:** Kristin Nevedal

**Phone:** 234-6680

**Item Type:** Regular Agenda

**Time Allocated for Item:** 60 minutes

**Agenda Title:**

Discussion and Possible Action Including Direction to Staff to Amend the County of Mendocino Cannabis Equity Program Including, But Not Limited To, Increasing the Income Threshold Associated with the Cannabis Equity Program's Eligibility Criteria, Simplifying the Grant Application Process, and Increasing the Amount of Funding Available Through the Direct Grant Program  
(Sponsor: Cannabis Program)

**Recommended Action/Motion:**

Direct staff to amend the County of Mendocino Cannabis Equity Program including but not limited to increasing the income threshold associated with the grant program's eligibility criteria, simplifying the grant applications, and increasing the amount of grant funding available through the direct grant program.

**Previous Board/Board Committee Actions:**

On February 4, 2020 the Board approved an allocation of \$25,000 for a Cannabis Equity Assessment and directed staff to utilize the California Center for Rural Policy at Humboldt State University to complete the Cannabis Equity Assessment.

On February 25, 2020 the Board adopted Resolution No. 20-020 which approved the Mendocino County Cannabis Equity Assessment, adopted the Mendocino County Local Equity Program and Program Manual; and authorized the Chief Executive Officer or designee to submit a grant application to the Governor's Office of Business and Economic Development for purposes of funding the Mendocino County Local Equity program; and allocated \$100,000.00 of Cannabis Business Tax in FY 2020-2021 as a Grant Match.

On August 25, 2020, PBS released a Request of Proposal for services related to Cannabis Equity Grant Administration, which was awarded to 4Front Partners with contract terms established through August 21, 2021 which was the original slated end for the allocation of grant funding.

On January 26, 2021, the Board adopted Resolution No. 21-010, authorizing the Chief Executive Officer or designee to submit a grant application to the Governor's Office of Business and Economic Development for the Cannabis Equity Grants Program for local Jurisdictions fiscal year 2020-2021, and approved the reallocation of \$5,000 from the Cannabis Program budget as a grant match investment to Mendocino County Cannabis Local Equity Program.

---

**Item #: 5b)**

---

**Summary of Request:**

Over the last two years, the County of Mendocino has been awarded \$2.7 million from the Cannabis Equity Grants Program for Local Jurisdictions, administered by the Governor's Office of Business and Economic Development (GO-Biz). With this fund, the County developed the Local Equity Entrepreneur Program (LEEP) and in February 2021, opened the application for eligibility. To date LEEP has received thirty (30) complete eligibility applications. Eleven (11) persons have been determined to be eligible for the grant program, and thirteen (13) eligibility applications are still under review. Three (3) persons have been told they will need to reapply due to exceeding the income thresholds which are currently set at 'extremely low' to 'very low'.

<b>Persons Per Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Extremely Low Income</b>	15200	17420	21960	26500	31040	35580	40120	44660
<b>Very Low Income</b>	25350	28950	32550	36150	39050	41950	44850	47750
<b>Low Income</b>	40500	46300	52100	57850	62500	67150	71750	76400
<b>Median Income</b>	49500	56550	63650	70700	76350	82000	87650	93300
<b>Moderate Income</b>	59400	67900	76350	84850	91650	98450	105200	112000

Mendocino Cannabis Program Staff have held a number of informational workshops in an effort to increase eligibility applications. During these workshops and through other lines of communication, staff has received feedback that the current income threshold is a primary deterrent for applicants as many report exceeding the established threshold. In an effort to assist the County additional time to allocate the grant funding, GO-Biz granted the County an extension on the allocation of funds, through the end of February 2022. Any funds not allocated by the end of February will need to be returned to the State.

To make the LEEP more accessible to those persons disproportionately impacted by the War on Drugs, staff would like direction to increase the income thresholds. Additionally, to help expedite the process of allocating the funds to eligible equity applicants, staff would like direction to simplify the grant application process, and to increase the amount available from the direct grant program.

**Alternative Action/Motion:**

Provide Staff with Alternate Direction

**How Does This Item Support the General Plan? Not Applicable**

**Supervisory District:** All

**vote requirement:** Choose an item.

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

**Fiscal Details:**

**source of funding:** n/a

**current f/y cost:** n/a

**annual recurring cost:** n/a

**budget clarification:** n/a

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

**if no, please describe:**

**revenue agreement:** N/A

**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

**CEO Liaison:** Executive Office

---

**Item #: 5b)**

---

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Direction Given to Staff

Date: July 22, 2021





**Hannah L. Nelson**  
Attorney at Law

31452 Airport Road, Fort Bragg, CA 95437

[707] 962-9091 - hannahnelson@hannahnelson.net

Mendocino County Board of Supervisors  
501 Low Gap Road  
Ukiah, CA 95482

July 18, 2021

Re: Agenda Item 5b for 7/20/21 Meeting

Dear Supervisors,

You all are aware that I have been a cannabis attorney for a long time. However, you may not realize that I conducted seminal criminal and civil rights cannabis litigation during the most heightened times of the War on Drugs. One case I handled involved a young family with a toddler and a developmentally disabled 8-year-old who were held in handcuffs at gunpoint for more than 8 hours, while threatened with 20 years in federal prison for growing less than 100 cannabis plants. During the 8 hours, some agents intentionally destroyed their home's water lines and defiled the bedroom by spray painting profane graffiti while other agents dumped every box of dried goods onto the kitchen floor. The mother and two children sat in my office that night, shaking, rocking, and moaning, too scared to talk. Other cases involved environmental degradation occurring at the hand of agents who came to the countryside of Mendocino County from urban areas with a Rambo-like zealotry and a profound lack of environmental sensitivity as they sought to eradicate plants. In fact, the nuns of the Redwood Monastery in Whale Gulch, came to me and asked to participate in the civil rights case I litigated against Operation Greensweep because of the terror they and their animals suffered along with the severe negative environmental impacts to their property because of law enforcement operations. The trauma and fear that citizens experienced during those days was devastating and had generational emotional and financial impacts.

It was this specific history that led me to closely follow the development of the California Cannabis Equity Act of 2018, enacted to assist those who were victims of the War on Drugs. From 2018 through 2020, I put extensive resources and time into ensuring the state Equity Grant for Mendocino County was possible. I spent countless hours providing oral and written history regarding the specific impacts to Mendocino County residents from the War on Drugs. The files from litigation that I conducted against CAMP, the DEA and other law enforcement agencies more than 25 years ago, formed a good deal of the foundational information necessary. I conducted Declaration Workshops and provided guidance to victims who were brave enough to relive the trauma and tell their story so the county would have more impactful supporting evidence.

When the Local Equity Program (LEP) was drafted, I warned that the income requirements and other specific components needed to change for the program work. At the time I was told, it could and would easily be amended. Despite my multiple requests, it never was.

After the County was awarded the funding but had failed to draft any program specifics, we at MCA took the initiative to prepare a timeline and suggested process for the program





**Hannah L. Nelson**  
Attorney at Law

31452 Airport Road, Fort Bragg, CA 95437

[707] 962-9091 - hannahnelson@hannahnelson.net

development. We were disregarded. Later, when the County finally had a preliminary draft of the proposed program details, Jude Tillman and I spent conducted exhaustive research and analysis and turned our findings into a detailed program proposal with specific eligibility matrix and programmatic elements that better matched the goals and practical realities needed.

I detail the time and effort that me and other MCA volunteers put into this because I want you to understand that these issues are important enough that **I was willing to donate my expertise and experience without any compensation or benefit**. And yet, the effort put in by experts like me is often ignored--- resulting in delays, ineffective implementation, and if we are lucky, might eventually be followed by some version of what was suggested by us to begin with.

I am glad that the income eligibility change is finally moving forward after a year and a half, but I hope that additional programmatic features will be reconsidered. I also implore the county to **stop attempting to design and implement programs without listening to those that are dealing with the issues on the ground**, including cannabis operators from all sectors of the industry, whether represented through MCA and other organizations, or through direct participation in on-going roundtable meetings where the county can hear input on design and implementation issues before it launches new or changed projects and procedures that may not be practical or effective.

Please become more efficient by incorporating feedback from experts and those that are directly impacted by the policies you set and programs that you direct staff to implement.

Thank you for your consideration.

Hannah L. Nelson

Good afternoon,

I am also attaching to this email two additional documents for the agenda item tomorrow, which MCA submitted in July 2020 with specific recommendations for the Equity Program.

--

Michael Katz  
Executive Director  
Mendocino Cannabis Alliance  
[MendoCannabis.com](http://MendoCannabis.com)

On Mon, Jul 19, 2021 at 9:20 AM Michael Katz <[Michael@mendocannabis.com](mailto:Michael@mendocannabis.com)> wrote:  
Good morning,

I am attaching two memos for item 5b tomorrow regarding the Equity Program. One dated 07-20-2021 which is new, and one dated 10-13-2020 which we submitted on this exact topic, with recommendations that still apply today. We encourage you to review both of these memos, which we hope will further solidify your understanding of MCA's ability to foresee and develop solutions to avoidable issues that continue to arise in the Mendocino County cannabis program.

We remain available to work with you to improve conditions at both the local and State levels, and urge you to utilize the hundreds of years of combined expertise available within our organization to the benefit of the entire community. I am always happy to set up a time to discuss further.

Thank you for your consideration. Please let me know if you have any trouble accessing the attached documents.

Best,  
Michael

--

Michael Katz  
Executive Director  
Mendocino Cannabis Alliance



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

---

### **General Eligibility**

A local equity applicant must be a Mendocino County based **individual** or business, cooperative, **a petitioning or established appellations organization<sup>1</sup>**, nonprofit **entity**, or **member-based organization or association**, each of which are solely located in or have holding 75% or more of its **total** operations based in Mendocino County; **and that currently holds or is** must be eligible for, **and is pursuing**, a cannabis related permit, and/or license, to operate a cannabis business in unincorporated Mendocino County; AND who **has** have resided in the County for at least 5 **cumulative** years in the period 1972 - **201620 at least 1 year of which must have been prior to 2016**; AND whose activities are specific to cultivation, processing, **nurseries**, manufacturing, distribution, **laboratory analysis**, or retail **sales** of cannabis, **or whose organization AND/OR** whose organization provides support or services to the cannabis industry in Mendocino County.

~~In addition to the requirements listed above, program eligibility requires at least one (1) of the qualifications listed in Section A.1 and / or three (3) of the alternative qualification listed A.2 of the Mendocino County Local Equity (LEP) Manual, and~~

### **Timeline for Equity Grant Administration (see Concept Overview)**

1. August \_\_\_\_ 2020. RFP issued and community-based contractor identified to provide Equity Application Technical assistance. Simultaneously, the County develops contract terms so the contract is ready to be executed once the RFP process is complete.
2. September 1, 2020. Mendocino County announces the First Step in the launch of the Equity Grant Program which consists of concerted outreach and publicity for 30 days prior to the application window and includes providing a packet of application materials with a clear list of the verification documents and other materials that applicants will need to provide. Contractor begins technical assistance to help with Equity Program applications and documentation process. Contractor provides application technical assistance throughout the entire application window..
3. November 1, 2020 - December 31, 2020. Launch of 60 day Application Window during which applications must be received by December 31, 2020 and may be submitted in the following ways:
  - a. Dropped off in the Tax Receipt box (?) outside county offices on Low Gap Rd.

---

<sup>1</sup> Proposed, but not yet final CDFA regulations:

Article 1, Sec 9000 (b) "Petitioning organization" means a group of licensed cultivators representing three or more unique businesses within the geographical area of the proposed appellation of origin.



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

b. Email to \_\_\_\_\_

c. Mail to \_\_\_\_\_ (postmark no later than 12/31/20)

By Appointment drop-off at: \_\_\_\_\_

4. November 1, 2020 - December 31, 2020. In lieu of written narratives, verbal presentations may be given throughout the Application Window. By appointment only with additional time allotted as needed by Staff to schedule and hear verbal presentations. Also by appointment, sensitive documents may be presented for viewing and verification without the County retaining those records.
5. Additional time may be provided if applicants are unable to provide all required written eligibility documentation within the Application Window. Preliminary qualification status may be conferred while waiting for completed verification. Appointments to provide proof of eligibility in person may be made to allow verbal presentation as an alternative to any written narrative asked for and also as a means to present sensitive documents in person.
6. January 1-15, 2021: County reviews the entire applicant pool; verifies eligibility based on applicant meeting the requirements in the Preliminary Questions; and applies the weighted Social Equity point system to rank application processing order and to determine awards for the entire applicant pool.
7. January 15, 2021. Applicants are contacted with announcement of grant or loan approval or denial.
8. January 2021. Funds are allocated with clear instructions on purpose and date by which funds must be used.

### ***Eligibility Verification Application***

An Eligibility Verification Application is required by those who wish to apply for Equity Program Services. The Eligibility Verification Application will verify if the applicant meets the qualifications. Each verified qualification will receive a valued point rating. The Eligibility Verification Application will **confirm that** the applicant meets the **preliminary** qualifications and to what extent the applicant is eligible for social equity points, which will determine their priority placement for processing and their award amount.

The total points tabulated on qualifications will determine **place the applicant in a ranked order from high to low which then determines both the order in which the application is processed and the maximum dollar amount an applicant would be eligible to apply toward for with the Equity Grant Services Applications:.. The applicant will then submit equity service applications for Fee Waiver or Reduction, Technical Assistance, or to obtain a Grant or Loan.**

### ***Submissions required include:***



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

1. Application Cover Sheet
2. Data Survey
3. A verification Application which includes Preliminary Questions to determine if applicant is eligible for Equity Grant and Social Equity Questions to determine total grant award and order of priority for processing.
4. Proof/verification documents/ submission (written and/or verbal)

### A.1: Program Eligibility Qualifications:

- ~~2 points for every category verified (a-e).~~

### A.2: Alternative Qualifications

- ~~1 point for every category verified. A minimum of 3 must be verified.  
(This category is only available if qualifications cannot be met in A.1.)~~

### **Point Scoring for Verified Qualifications**

#### Social Equity Qualifications

- 1- 2 points for every category verified (social equity total is 52 pts)

#### **Eligibility Dollar Maximums**

48 - 52 points – eligible to apply for a maximum of \$50,000

43 - 47 points – eligible to apply for a maximum of \$30,000

31 - 42 points – eligible to apply for a maximum of \$20,000

19 - 30 points – eligible to apply for a maximum of \$10,000

9 - 18 **points** -- eligible to apply for a maximum of \$5,000

2 - 8 points -- eligible to apply for a maximum of \$2,500

### **Application Cover Sheet**

Date of application: \_\_\_\_\_

Organization/Business Name: \_\_\_\_\_

Applicant Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

Cultivation Permit or Application (If applicable): AG \_\_\_\_\_

Cannabis Facility Business License (If applicable): \_\_\_\_\_

### **Application Authorization**

I/We declare that all information provided within this application including supporting documents I/we attach are correct and true.

Should any of the information submitted as part of this application be determined by the County to be false or misleading, the County may issue a denial of a grant application(s) or grant award(s), as well as deny application for future grant opportunities.

I/We understand that by submitting this Eligibility Verification Application does not guarantee that I/we will receive grant funding.

I/We understand that his Eligibility Verification Requirement Application only verifies eligibility and the maximum dollar amount that I/we can apply for **in the** three service categories: Fee Waiver **or Reduction**, Technical Assistance, **Training**, or ~~Micro~~-Grants/**Loans**.

**Signature(s):** \_\_\_\_\_

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

### ***Demographic Survey***

Survey data will be used to create a consolidated demographic report of equity applicants as required by the Cannabis Equity Grants Program for Local Jurisdictions grant requirements. Your personal identifying information will not be included in the report.

1. What is your Age?  
☐ 18-24 ☐ 25-34 ☐ 35-44 ☐ 45-54 ☐ Over 55
2. Which term describes your gender identity?  
☐ Woman/Female ☐ Man/Male ☐ Transgender woman  
☐ Transgender man ☐ Non-binary ☐ Prefer not to answer  
☐ Prefer to self-describe \_\_\_\_\_



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

3. Which term best describes your sexual identity?  
☐ Straight/Heterosexual ☐ Gay ☐ Lesbian ☐ Bisexual ☐ Queer  
☐ Questioning ☐ Asexual ☐ Prefer not to answer  
☐ Prefer to self-describe \_\_\_\_\_
4. What is the highest degree or level of school you have completed? **Education Level**  
☐ Less than high school ☐ High School Graduate/GED  
☐ Some college but no degree ☐ Associates Degree  
☐ Bachelor's Degree ☐ Master's Degree  
☐ Doctoral/Professional Degree
5. Do you identify as an active member or veteran of the U.S. Armed Forces, reserves, or National Guard? **Are you a Veteran or active military or National Guard member?**  
☐ Yes ☐ No
6. How would you identify yourself by race/ethnicity? (select all that apply)  
☐ American Indian or Alaska Native ☐ Asian  
☐ Black or African American ☐ Native Hawaiian or Pacific Islander  
☐ Hispanic or Latinx/a or Spanish Origin  
☐ White ☐ Prefer not to answer  
☐ Other /self-describe \_\_\_\_\_
7. **Gross** Income level  
☐ Under \$20,000 ☐ \$20,001-\$40,000 ☐ \$40,001-\$60,000 ☐ \$60,001-\$80,000  
☐ \$80,001-\$100,000 ☐ \$100,001 or over
8. Have you been arrested for a cannabis related offense? ☐ Yes ☐ No  
**Have you been convicted of a cannabis related offense? ☐ Yes ☐ No**  
**Have you participated in a restitution program to obtain a reduced or dropped charge related to a cannabis offense? ☐ Yes ☐ No**  
**if we are including these categories for data, then we should include other equity issues such as denied loan or bank account, raided, forfeiture, etc.**

### Preliminary Questions

*Instructions:* If 'no' is selected for any of the following preliminary questions you do not meet the minimum qualifications to apply for Mendocino County's Cannabis Local Equity Program.



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

1. Are you a Mendocino County based **individual**, business, cooperative, road association, nonprofit entity, **member-based organization, association, or petitioning or established appellations organization**\*?

☐ Yes ☐ No

If you answered yes to being a business, list Ownership Structure and Owners\*\*. If you answered yes to being a cooperative or nonprofit entity list members/Board members. If you are part of a petitioning or established appellations organization, list members.

---

---

---

---

\*Refers to a group of licensed cultivators representing three or more unique businesses within the geographical area of the proposed appellation of origin who are petitioning or have an established Appellation under the California Appellations Project..

\*\*Owners are defined, for the purpose of this Local Equity Program, as holding 51% or more ownership of the entity for at least one year prior to this application.ta

### Verification Materials Required Checklist

	<p><b>Supporting documentation that verifies your individual or entity status in Mendocino County, length of time in business, and composition.</b></p> <p><u>Examples:</u> County or State permits or licenses; County business licenseAdministrative or Use permits; Articles of Incorporation; Statement of Information; Membership List; Bylaws; Attestation by Officer of the entity; Tax returns; Sellers Permit; sales / vendor receipts; appellations organization verified petition or Attestation from attorney or professional that has started work on preparing the petition.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. Is your cannabis based business, cooperative,road association, or nonprofit located in unincorporated Mendocino County?**Are you wholly located in an unincorporated area of Mendocino County or are 75% or more of your operations in Mendocino County?**

☐ Yes

☐ No ~~it is not located in unincorporated Mendocino County~~





## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

### Verification Materials Required Checklist

	<p><b>Supporting documentation that verifies the applicant is wholly located in Mendocino County or at least 75% of all cannabis activities are in Mendocino County.</b></p> <p>Examples: METRC records; Attestation with full disclosure of all cannabis activities/licenses in and outside of Mendocino County and exact percentages of all cannabis activities in each location outside of Mendocino County</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**3. Does your Mendocino County cannabis business activities include one **any** of the following activities:**

- Cultivation
- Processing
- Nursery
- Manufacturing
- Laboratory Analysis
- Distribution
- Retail of cannabis-Sales
- Support and/or services to the cannabis industry in Mendocino County by an entity that is a member-based organization, a non-profit organization, cooperative, or association
- An entity that is a petitioning or established appellations organization
- A board member representing a non-profit cannabis business or cooperative
- An individual eligible for and pursuing a cultivation permit or facilities license in Mendocino County

### Verification Materials Required Checklist

	<p><b>Supporting documentation that verifies cannabis activities (including support activities) in Mendocino County or proof of eligibility for and pursuit of cannabis activities in Mendocino County.</b></p> <p>Examples: County or State permits or licenses; County business license; Administrative or Use permits; Articles of Incorporation, Statement of Information; Bylaws; Officer's attestation; Seller's permit; sales / vendor receipts; For those who are eligible and pursuing a cannabis permit/license at least one item that</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

	demonstrates that you are pursuing a license/permit for cannabis activities in Mendocino County (such as, but not limited to an application, a resource agency registration, an attestation of a retained professional assisting with the cannabis permit/license process).
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. Have you resided in Mendocino County for at least five cumulative years during the period 1972 – 2020, at least one year of which was prior to 2016?

### Verification Materials Required Checklist

	Supporting documentation that verifies 5 cumulative years of living in Mendocino County, at least one year of which was prior to 2016. Examples: Lease or Rental Agreement(s), Deed or Titles to a Residential Property, Utility Bills, Medical or Employee Documents, Mortgage, Voter registration.
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### **A.1 Program Eligibility Qualifications** All deleted because either satisfied in Preliminary Questions or in Social Equity Questions.

*Instructions:* Read each qualification. If you meet the criteria, check the box next to the qualification and attach the required documents listed under Verification Materials Required Checklist. Please label each attachment in the upper right hand corner.

### Verification Materials Required Checklist

#### **Qualification A** [removed because it is in the Social Equity Table below]

- ☐ Any individual and/or entity that has obtained or applied for a permit (either temporary or permanent); the County does not have temporary, unless you mean event and the permit is for a business located in an area in Mendocino County with a poverty rate of 20% or above.

### Verification Materials Required Checklist

	Copy of a Mendocino County Issued License/Permit/Application Receipt
	Location Verified to be in an area with a poverty rate of 20% or higher



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

The Physical Address in connection with the license or permit will be inputted into the United States Department of Housing and Urban Development Community [Planning and Development Mapping Tool](#) selecting the Poverty Rate layer to determine if your business is located in an area with a poverty rate of 20% or higher.

**Qualification** Any individual engaged in small-scale cultivation of cannabis on property in Mendocino County owned, leased, or with the express permission of the owner, with a cultivation area less than 10,000 square feet.

### Verification Materials Required Checklist

	<b>Copy of a Mendocino County Cannabis Cultivation Permit</b> (Must be for a type that is 10,000 sq. ft. of cultivation or less) or
	<b>Copy of a Mendocino County Cultivation Permit Application Receipt</b> (Must be for a type that is 10,000 sq. ft. of cultivation or less)



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

### ***Qualification C***

Any individual who has obtained or applied for a cannabis permit in Mendocino County, or who has worked in or currently works in the cannabis industry, and was arrested and/or convicted of a non-violent cannabis-related offense, or was subject to asset forfeiture arising from a cannabis-related event. *If they are a worker, how would they have made it past the first question since they have to have applied for a permit themselves. The inclusion of applicants that may not have yet applied is important to get more legacy folks, especially workers who have not been able to afford the process without an equity grant. Also, the way this is written it could be interpreted that an applicant/permit holder does not need to have criminal history, but worker does. I know you meant to have it apply to both... also what about other ways in which war on drugs enforcement (not arrest or conviction, but subject to raids?*

#### ***—Verification Materials Required Checklist***

	<b><i>Court Conviction / Arrest Record or a Declaration from an Attorney familiar with your conviction history</i></b>
--	------------------------------------------------------------------------------------------------------------------------

### ***Qualification***

Are a person who experienced sexual assault, exploitation, domestic violence, and/or human trafficking while participating in the cannabis industry.

#### ***Verification Materials Required Checklist***

	<b><i>Declaration from an Attorney familiar with your case</i></b>
--	--------------------------------------------------------------------

### ***Qualification***

Have become homeless or suffered a loss of housing or property as a result of cannabis enforcement.

#### ***Verification Materials Required Checklist***

	<b><i>100-500 Word Narrative</i></b> The narrative should reference at least <u>one</u> supporting document.
	<b><i>Supporting Document(s)</i></b> Examples: Court Record, Eviction Notice, Homeless Assistance Enrollment Record, Recommendation letter from a reference who can attest or support your narrative. References cannot be family members, and must include their phone number and email with the letter of support.

## **A.2 Alternative Qualifications**

*Instructions:* For those individuals who cannot meet any of the qualifications listed in the previous section (Qualifications a-e), applicants may instead apply and meet at least three (3)



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

~~of the seven (7) alternative qualifications. For every alternate qualification verified 1 point will be awarded toward your total eligibility maximum grant award you can apply for in Fee Waivers, Technical Assistance, or Micro grant Programs.~~

### ***Alternative Qualification A***

Be one of the following:

#### ***Qualification C***

~~An individual permitted **eligible** for **and** seeking a permit for a Mendocino County permitted cannabis business.~~

#### ***Qualification D***

~~A board member of **representing** a non-profit cannabis business.~~

##### **Verification Materials Required Checklist**

	<b>Non Profit Articles of Incorporation</b>
	<b>Non Profit By-Laws</b>
	<b>List of all Board Members of the Non Profit</b>
	<b>Letter of Support from the Non Profit Board</b>

- ~~1. Have a membership interest in a cannabis business formed as a cooperative per B&P Code section 26220 – 26231.2. [Open this up to other types of coops/collectives and businesses trying to work collaboratively on an Appellation, etc.](#)~~

##### **Verification Materials Required Checklist**

	<b>Cooperative's Governing Documents</b>
	<b>Share Certificates showing interest in the cooperative</b>

### ***Alternative Qualification B [prelim]***

#### ***Qualification E***

Have resided in Mendocino County for at least five years during the period 1971 – 2016.  
[WOD activity that impacted them took place prior to 2016]

##### **—Verification Materials Required Checklist**

	<b>Supporting documentation that verifies 5 years of living in Mendocino County.</b> Examples: Lease or Rental Agreement(s), Deed or Titles to a Residential Property, Utility Bills, Medical or Employee Documents, Mortgage etc.
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### ***Alternative Qualification C***



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

Have obtained or applied for, or intend to apply for, a permit or zoning clearance for commercial cannabis activities in Mendocino County. [How is this different than item 1 in this section?](#)

### Verification Materials Required Checklist

	<b>Copy of a Mendocino County Issued Cannabis Facility Business License / Cannabis Facility Business License Application Receipt</b> Or
	<b>100-500 Word Narrative</b> The narrative should reference your intention and pathway forward to apply for Mendocino County Cultivation Permit or a Cannabis Facility Business License.
	<b>Recommendation letter:</b> from a reference who can attest or support your narrative. References cannot be family members, and must include their phone number and email with the letter of support.

### *Alternative Qualification D [integrate into equity table]*

#### **Qualification F**

Have lived within a 5-mile radius of the location of raids conducted by the Campaign against Marijuana Planting (CAMP) program, ~~COMMET or BNE, or DTF.~~ [move to table]

### ~~—Verification Materials Required Checklist~~

	<b>100-500 Word Narrative</b> The narrative must include <u>one</u> record that proves residency at the time of the raid and <u>one</u> of the following supporting documents that identifies where the raid took place:
	<b>Supporting Document(s)</b> <ul style="list-style-type: none"><li>● <del>Proof of Residency at the date of CAMP Raid</del></li><li><b>And one of the following that identifies where the CAMP raid occurred:</b><ul style="list-style-type: none"><li>● <del>Newspaper Article</del></li><li>● <del>Journal Article</del></li><li>● <del>Hearing Records</del></li><li>● <del>Court and/or Arrest Records</del></li><li>● <b>Legal Declarations at time of raid</b></li><li>● <b>Broadcast media reports</b></li></ul></li></ul>

~~Add in other kinds of proof such as Declarations made at the time, any media confirmation (radio, internet)~~

### *Alternative Qualification E [integrate into table]*

Household income below the California poverty level. [people under certain threshold don't have to file returns, so alternative proof such as food stamps, Medi-Cal or other social service eligibility.](#)



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

### ~~—Verification Materials Required Checklist~~

	<del>Number of People in your household</del>
	<del>Household Income Total</del>
	<del>Supporting Documentation verifying Household Income</del> <del>Example: IRS Tax Return</del>

### **Poverty threshold is determined by**

[California Department of House and Community Development](#) 2020 Extremely Low State Income Limits

Household of 1\$14,700

Household of 2\$17,240

Household of 3\$21,720

Household of 4\$26,200

Household of 5\$30,680

Household of 6\$35,160

Household of 7\$39,640

Household of 8\$44,120

### **Alternative Qualification F**

Have a ~~spouse, domestic partner, parent, grandparent, guardian, sibling or child who was arrested for or convicted of the sale, possession, use, manufacture or cultivation of cannabis (including as a juvenile).~~

### ~~—Verification Materials Required Checklist~~

	<del>100-500 Word Narrative</del> <del>The narrative should reference at least <u>one</u> supporting document.</del>
	<del>Supporting Document(s)</del> <del>Court Records, Arrest Records, Declaration from an attorney familiar with your family member's conviction history.</del>

### **Alternative Qualification G**

#### **Qualification G**

Can reasonably demonstrate that, on the basis of equity, the applicant was adversely impacted as a result of the criminalization of cannabis (i.e. the War on Drugs).

### ~~—Verification Materials Required Checklist~~

	<del>100-500 Word Narrative</del> <b>or Verbal Interview</b> <del>The narrative should reference at least <u>one</u> supporting document.</del> <b>An interview can include the applicant with an advocate.</b>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

	<b>Supporting Document(s)</b> <del>Court Records, Arrest Records, Declaration from an attorney familiar with your conviction history, media or other credible reports of helicopter over flights;</del>

## WEIGHTED SOCIAL EQUITY CHECKLIST

Total is 52 points with 27 weighted categories; however the most any one individual/entity might accrue would likely be in the 16-32 pt range, more or less.

Social Equity Qualifications  
Total points = 52

<u>Eligibility Criteria</u>	<u>Pt. Value</u>	<u>Chk</u>	<u>Proof</u>	<u>Rationale</u>
1. Would you identify your race/ethnicity as Black American? Yes No  2. Would you identify your race/ethnicity as Latino/Latina/Latinx? Yes No  3. Would you identify your race/ethnicity as Indian/Native American? Yes No	2   1   1		Self-identification	In Mendocino County, African American individuals have been disproportionately targeted for drug arrests at a rate of 5 x their proportion to the population over 10 years. Extrapolating from national studies, African Americans are discriminated at every "access point" to the cannabis industry: ability to rent or purchase land; ability to secure financing; establish credit with suppliers; lack of ability to draw from accrued "family wealth"; restricted educational opportunities that provide necessary skills to participate; and others.  In Mendocino County, Latinx/o/a and Native American group members





# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

				are impacted to a greater degree than white, Asian, Pacific Islanders and other ethnicities, but significantly less, in proportion to African Americans and so are granted 1 point.
4. Have you been raided, arrested, convicted, even if expunged, or participated in a restitution program in order to have charges dropped or reduced, <u>prior to 2016</u> ? Yes No	2		Declaration from an Attorney familiar with your conviction history and/or your case; law enforcement records; court documents, restitution fine receipts	Victims of cannabis law enforcement and the criminal justice system during the War on Drugs suffer the stress of continued scrutiny, loss of assets, difficulty in securing employment, and other obstacles to returning to a stable financial life. The “pay to play” restitution program in which the District Attorney agreed to drop more serious charges if an arrestee pled to a lesser offense, paid large fines, and agreed to a lengthy period of probation, kept a dark cloud of fear for, sometimes, years -- never knowing if otherwise lawful medical use of cannabis could activate new charges. Family trauma is real and an obstacle to getting life back to normal after a raid.
5. Have you been arrested for a cannabis related offense? Yes No	2			
6. Have you been convicted of a cannabis related offense even if you’ve had it expunged? Yes No	2			
7. Have you participated in a restitution program in order to have charges dropped or reduced? Yes No	2		Seizure receipt, other documentation that proves seizure took place Court documents, other documents that prove forfeiture resulted	
8. Have you had property or money seized for forfeiture related to a cannabis bust, whether you fought for and won its return, lost the forfeited assets or did not contest the forfeiture? Yes No	2		For raid vs arrest/conviction/restitution program: attorney declaration, other witness declaration, new (any media) report, law enforcement activity report	
9. Have you been subjected to a raid by law enforcement related to cannabis? Yes No	2			



Mendocino County  
Cannabis Local Equity Program  
Eligibility Verification Application

<p>10. Has your spouse or domestic partner, or a parent, grandparent guardian, sibling or child been subject to a law enforcement raid related to cannabis at a time that you lived with them or were engaged in cannabis activities with them? Yes No</p> <p>11. Have you or your spouse or domestic partner, or a parent, grandparent, guardian, sibling or child experienced a law enforcement raid related to cannabis within 5 miles of yours or their home or business at a time that you lived with them or were engaged in cannabis activities with them? Yes No</p> <p>12. Has your spouse or domestic partner, or parent, grandparent, guardian, sibling or child been arrested for a cannabis related offense (including as a juvenile) at a time that you lived with them or were engaged in cannabis activities with them? Yes No</p>	<p>2</p> <p>2</p> <p>2</p>			
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------	--	--	--



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

<p>13. Are you a Mendocino County legacy cultivator or operator of a non-cultivation cannabis business entity whose cannabis activity began or occurred before January 1, 2016? Yes No</p> <p>14. Did you apply for a Phase 1 cultivation permit and receive at least an embossed receipt? Yes No</p>	2		<p>Photos; gov't documentation; Collective Membership Documents, receipts from Dispensaries, cannabis museum and archive materials Participation in the 9.31 program.</p>	<p>Legacy cultivators and producers have been disproportionately set back by the War on Drugs, reducing or eliminating the ability to participate in the newly regulated, legal marketplace.</p>
<p>15. Have you experienced sexual assault, sexual intimidation, or sexual harassment, exploitation, domestic violence, and/or human trafficking while participating in the cannabis industry? Yes No</p>	2		<p>Crisis center or therapist report; personal statement; corroboration from counselor, attorney, family member or friend;</p>	<p>Emotional trauma results from violence and abuse aimed at women and is a direct result of the stressful and criminal practices associated with a Prohibition-induced underground culture; this context denies women the normal avenues of assistance and support they might otherwise access.</p>
<p>16. Are you a person who self-identifies as female, LGBTQ, gender-fluid, or a person of color or a person who is over 65 years old who has owned an applying cannabis business for at least 1 year? Yes No</p>	2		<p>Ownership by women and minority applicants is defined as holding 51% + ownership of the business for at least 1 year prior to application, proven with county or state records such as permits, licenses, tax records, registrations, or published and dated advertising, business receipts from BtoB transactions</p>	<p>This Equity ownership determination is intended to eliminate token or paper only façade of participation in cannabis business operations.</p>



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

<p>17. Are you a person who self-identifies as female, LGBTQ, gender-fluid, or a person of color or a person who is over 65 years old who is interested in starting a cannabis business? Yes No</p>	2		<p>Self-identification and/or government id</p>	<p>There is a need to redress lack of access to commercial cannabis permits and licenses by people of color and women. Elder members of the cannabis community who have been prevented by the War on Drugs from participating in the legal cannabis marketplace have fewer resources and less time to start over as a cannabis business.</p>
<p>18. Is your total household adjusted gross income for 2020 below the poverty threshold provided by the state of California Yes No</p> <p>Household of 1\$14,700 ____ Household of 2\$17,240 ____ Household of 3\$21,720 ____ Household of 4\$26,200 ____ Household of 5\$30,680 ____ Household of 6\$35,160 ____ Household of 7\$39,640 ____ Household of 8\$44,120 ____</p> <p><i>*State Income Limits as defined by the California Department of Housing and Community Development, 4/30/2020</i></p>	2		<p>Income tax statements; bank records; proof of eligibility for Medi-Cal, food stamps, other gov't assistance for the entire household</p>	<p>Lower income individuals have a much harder time entering the legal marketplace, lacking money for business startups, fees, licenses, regulatory requirements, and other financial burdens.</p>
<p>19. Have you been denied a loan or had a bank account closed or denied or experienced other forms of financial discrimination due to the war on drugs? Yes No</p>	2		<p>Rejection letter from financial institution or notice of account closure; denial of financial services due to cannabis (federal prohibition or even just financial institution reluctance)</p>	<p>Due to federal regulation of financial institutions, this is a common form of discrimination against cannabis businesses and a key part of the War on Drugs.</p>



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

<p>20. Are you currently or have you been engaged in small-scale cultivation of less than 10,000 sf in the county; or participated in other cannabis activities such as manufacturing on a cottage level (1000 sq ft or less) and are not currently exceeding those small and cottage limits? Yes No</p>	2		<p>County permit, authorization or license (current or past); photos; receipts from dispensaries and collectives if tied to size of cultivation or production</p>	<p>The smallest cannabis operators have the least ability to enter the commercial cannabis market and would benefit disproportionately from equity grants to overcome financial hurdles.</p>
<p>21. Are you a person who currently works or previously worked in the cannabis industry in Mendocino County and who never owned a cannabis business? Yes No</p>	2		<p>Payroll records or statements from employers; testimony from co-workers; personal bookkeeping records;</p>	<p>Individuals who have worked in the cannabis industry may, along with other criteria, be eligible to begin their own business and could seek a grant or loan to do so. The War on Drugs prevented many from obtaining capital to start a business, and workers who did not own their own businesses would have had more difficulty in obtaining resources.</p>
<p>22. Have you been a victim of robbery and/or threat of violence connected with your cannabis activities? Yes No</p>	2		<p>Police reports; attorney attestations;</p>	<p>Due to Prohibition, cannabis operators were targets of criminal activity that inflicted long-term trauma as well as financial setbacks.</p>
<p>23. Have you lost a home or other property as a direct or indirect result of the War on Drugs? Yes No</p>	2		<p>Police report, report of theft of property to landlord, bank, mortgage company, county or other official records;</p>	<p>A major setback in family wealth is loss of property through criminal or law enforcement activities, preventing further participation in cannabis activities.</p>



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

24. Have you been unable to pay rent, mortgage or other debts due to the impact of the War on Drugs? Yes No	2		late payment notices, warning letters,	Identifying another financial burden that keeps victims of the WOD from returning to the work in the cannabis industry.
25. Are you a member of a cooperative, cannabis related nonprofit entity, or are a petitioning or established appellations organization toward which the equity funds will be directed for the purpose of the cannabis related activities of the cooperative, cannabis related nonprofit entity or petitioning appellation organization or established appellation? Yes No	2		bylaws, articles of incorporation, state or county document of recognition, notarized statement by recognized official of the entity verifying your relationship and funding arrangement;	This category awards, and thereby encourages, the formal collaboration of small operators around shared values, business models, and/or policies in order to share resources, scale up and be able to survive the transition into a larger marketplace.
26. Have you been forced to spend more than \$1000 on your property or premises to correct environmental degradation or substandard or unpermitted improvements or activities perpetrated by previous private or commercial activities, such as timber production? Yes No	2		receipts, county/state directive, proof that degradation or substandard or unpermitted development or activities resulted from a prior owner/occupant's actions or failure to act	Cannabis businesses are being required to clean up messes they did not create, and are being assessed additional fees by CDFW for updating existing culverts, etc., having an unfair impact on their ability to enter or re-enter the commercial marketplace. Those cannabis -specific assessments and fees disincentivizes people from becoming legal and encourages them to stay in the underground market.



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

27. Are you a business or other entity that will provide In-Kind Support to Equity Grantees in such forms as free rent for an initial startup period; free access to infrastructure or equipment for a period of time, or other similar essential assets that would help equity grantees wishing to start new businesses. Yes No	2		MOUs, contracts, letters of agreement -- any verification that comes from both sides, in-kind donor and potential recipient.	This mimics a benefit included in other equity programs statewide (Equity Incubator). It allows points for those businesses willing to give a helping hand to less resourced operators.
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---	--	------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## ~~Staff Use Only~~ Score Sheet

Type	Letter	Pass/Fail	Points
Qualification	A		
Qualification	B		
Qualification	C		
Qualification	D		
Qualification	E		
<b>TOTALS</b>			

Type	Letter	Pass/Fail	Points
Alternative Qualification	A		
Alternative Qualification	B		
Alternative Qualification	C		
Alternative Qualification	D		
Alternative Qualification	E		
Alternative Qualification	F		
Alternative Qualification	G		
<b>Total</b>			

**\*\*Points cannot be combined between the two tables.**



Mendocino County  
Cannabis Local Equity Program  
Eligibility Verification Application

Applicant(s) Name: \_\_\_\_\_

Qualification Verification ID: \_\_\_\_\_

Total points: \_\_\_\_\_

Eligible Maximum Request Amount: \_\_\_\_\_





## County of Mendocino

# Cannabis Local Equity Program

## Step-by-step Concept Overview



**\*\*DRAFT CONCEPT Subject to Change\*\***

## Equity Program Process Concept **Application and Award Process**

1. Announcement of Equity Grant Program coupled with a 30-day pre-application period of outreach and publicity accompanied by technical assistance for application throughout application period.
2. Applicant Applies for Eligibility
  - a. Verified Applicants are assigned priority for application processing and total based on point score.
3. Verified Applicants Receive an Equity ID and Eligibility Dollar Maximum based on scoring.
4. Verified Applicant can apply for Equity Services in 3 **2 main** categories:
  - a. Fee Waivers **Loans and Grants (30%)**
  - b. Technical Assistance, **Training, Fee Waivers and Reductions (60%)**

~~c. Micro Grants~~

5. Equity Service Applications are reviewed and award ~~is determined. ed funding if they have a complete application and funding is available.~~
6. Equity Recipient Informed of Award and Instructions ~~for of~~ receiving the Equity Service Funding.

### **Timeline for Equity Grant Administration (see also Eligibility Verification)**

1. August 1-31, 2020. RFP issued and community-based contractor identified to provide Equity Application Technical assistance. Simultaneously, the County develops contract terms so the contract is ready to be executed once the RFP process is complete. County prepared outreach materials are finalized, including applications and verification required checklist.
2. September 1, 2020. Mendocino County announces the First Step in the launch of the Equity Grant Program which consists of 30 days of concerted outreach and publicity and includes providing a packet of application materials with a clear list of the verification documents and other materials that applicants will need to provide. Contractor begins technical assistance to help with Equity Program applications and documentation process. Contractor provides application technical assistance throughout the entire application window.
3. November 1, 2020 - December 31, 2020. Launch of 60 day Application Window during which applications must be received by December 31, 2020 and may be submitted in the following ways:
  - a. Dropped off in the Tax Receipt box (?) outside county offices on Low Gap Rd.
  - b. Email to \_\_\_\_\_
  - c. Mail to \_\_\_\_\_ (postmark no later than 12/31/20)
4. November 1, 2020 - December 31, 2020. In lieu of written narratives, verbal presentations may be given throughout the Application Window, by appointment only with additional time allotted as needed by Staff to schedule and hear verbal presentations. Also by appointment, sensitive documents may be presented for viewing and verification without the County retaining these records.
5. All applicants shall be given an additional two weeks if applicants are unable to provide all required written eligibility documentation within the Application Window and may be given additional time if delays are due to conditions outside of applicant's control and applicant has done everything they can to obtain it in a timely manner. Preliminary qualification status may be conferred while waiting for completed verification. Appointments to provide proof of eligibility in person may be made to allow sensitive records to be kept in the possession of the applicant.

6. January 1-15, 2020. County reviews the entire applicant pool; verifies eligibility based on applicant meeting the requirements in the Preliminary Questions; and applies the weighted Social Equity point system to rank application processing order and to determine awards for the entire applicant pool.
7. January 15, 2021. Applicants are contacted with announcement of grant or loan approval or denial.
8. January 2021. Funds are allocated with clear instructions on purpose and date by which funds must be used.

### **Step 1: Outreach, Information Launched 30 Days Prior to Application Window, & Application Technical Assistance Extends Through Application Window**

**Target Launch Date:** September 1 - December 31, 2020  
**Administered By:** A contracted community-based entity

County conducts program Outreach and issues RFP for technical assistance provided by a community-based entity to start at the launch of the Outreach period, 30 days prior to opening the application window. Technical assistance provided by helping applicants apply and gather necessary documents and continues throughout the Application Window.

### **Step 2: Eligibility Verification Application**

**Target Launch Date:** November 1, 2020 - December 31, 2020  
**Administered By:** County Staff / **Receives, Verifies and Screens Applications**

An Eligibility Verification Application ~~would be~~ **is** required for those who wish to apply for Equity Program Services **to determine whether**. ~~The Eligibility Verification Application will verify if the applicant meets the basic qualifications and to also assign points for belonging to particular groups disproportionately impacted by the War on Drugs, as part of the stated goals of serving those populations under the Equity Program Grant approved by the State.~~ Each verified qualification will receive a valued point rating. The total points tabulated **on the social equity verification** form will determine **both the order in which applications are processed and** the maximum dollar amount an applicant would be eligible to **receive** to spend on Equity Grant Services. Each awardee can spend their grant on whatever services are most beneficial for them so long as overall the total funds dispersed are consistent with 30% **designated** for loans and grants and 60% **for Fee Waivers and Reductions, Training, and Technical Assistance**, as indicated in the Program Description approved by the State. Each service would require the awardee to submit a simple application form. ~~or Micro Grant or No Interest loan Applications.~~ **Awardees** would be eligible to apply and receive ~~more~~ **funds in** one or more multiple service categories **as long as they do not exceed their total award.**

### **Grace Period for Incomplete Applications**

For those applicants who successfully submit their application by the deadline, yet fail to fully provide sufficient documentation to verify their eligibility and standing in the point system, applicants shall be granted an additional two weeks if applicants are unable to provide all required written eligibility documentation within the Application Window. Applicants may be given additional time, beyond the application window, if delays are due to conditions outside of applicant's control and applicant has done everything they can to obtain it in a timely manner. The goal being to not outright reject an applicant for a delay in obtaining the proof necessary to be awarded a specific dollar amount if they meet the preliminary qualifications. Community-based contractors shall be engaged to assist applicants in completing applications and obtaining the required verification items.

### ***Point Scoring for Verified Qualifications***

#### ***A.1: Program Eligibility Qualifications:***

- ~~2 points for every category verified (a-e):~~

#### ***A.2: Alternative Qualifications***

- ~~1 point for every category verified. A minimum of 3 must be verified.  
(This category is only available if qualifications cannot be met in A.1.)~~

### **Preliminary Questions**

- No points, must meet all qualifications of preliminary Questions.

### **Social Equity Qualifications**

- Up to 2 points for every category verified (social equity total is 52 pts however applicants are likely to accrue points in the 19-42pt range)

### ***Eligibility Dollar Maximums***

48 - 52 points – eligible to apply for a maximum of \$50,000

43 - 47 points – eligible to apply for a maximum of \$30,000

31 - 42 points -- eligible to apply for a maximum of \$20,000

19 - 30 points – eligible to apply for a maximum of \$10,000

9 - 18 points -- eligible to apply for a maximum of \$5,000

2 - 8 points -- eligible to apply for a maximum of \$2,500

[Eliminated County Drafted Step 2 County Staff Reviews, Scores, and Verifies Equity Eligibility Applications since it was outlined above and is detailed below]

### **Step 3: Equity Grant Services Application and Awardings Process**

3 Service Categories: The Local Equity Program (Exhibit B) divides funds into 2 service categories, plus Administrative fees.

- **Loans and Grants (30%)**

- **Technical Assistance, Training, Fee Waivers and Reductions (60%)**
- **Administration (not to exceed 10%)**

- ~~**Fee Waivers**~~ Pass/Fail Application, \$7,000 maximum, first come first serve
- ~~**Technical Assistance**~~ Pass/Fail Application \$5,000 maximum, first come first serve
- ~~**Micro-Grants**~~ Seeking input on the process and body to rate applications.

**Use of Funds:** Verified Applicants can apply for any of the service categories based on their maximum eligible award amount determined in the Social Equity Verification process. They can “mix and match” service types and amounts so long as total County expenditures for the entire program do not exceed the amounts designated for the two service categories. The award stipulates that 30% of the awarded funds must go for grants and loans, and expenditures for other services cannot exceed 60% of the total award.

Real-time online software is available to assist the County in tracking specific assigned expenditures from the point of award, thus ensuring that the County adheres to the 30%/60% split without limiting the awardee on how they make use of their awarded funds.

## **ALLOCATION OF FUNDS**

### **A, Pre-Program Outreach and Equity Grant Application Technical Assistance (up to \$10,000)**

<b>Target Launch Date:</b>	<b>August 2020 RFP issued for community-based contractor to assist applicants with application process and documentation continues through Application Window September 1, 2020. 30 Day Outreach &amp; Information Period; application assistance available until December 31, 2020.</b>
<b>Administered By:</b>	<b>County Staff establishes RFP for Community-based entity to conduct technical assistance throughout outreach &amp; application window, County and Contractor conducts outreach</b>

~~Target Launch Dates: Develop RFP (July 15– August 15 2020); RFP response period August 15–September 10, 2020, RFP scoring and notification September 11–14, Contract begins and continues through Application window. Contract development and final terms set from July 15–September 14)~~

~~Process: No application necessary. Services provided to any potential equity Grant Applicant. Outreach conducted with a specific 30-day window of pre-application window release of all application materials, including a list of required documentation needed for all applications.~~

## **B. Technical Assistance for Equity Grant Awardees (Post-Award/Program Service Technical Assistance)**

Training, Fee Waivers and Reductions (60% of total program= \$1,345,622)

### **Equity Grant Recipients**

Target Launch Date: **January 2021.**  
Administered By: **County Staff Administer Funding to Contractor on behalf of awardees**  
~~Subcontractor Provides Services (RFP Process TBD):~~ **County Staff Administer Funding**  
~~Grant is the Maximum Allowed)~~ **\$224,526.58 (10% of**

~~Award Maximum per Applicant: —TBD~~

### **Technical Assistance for Equity Grant Recipients**

**Estimated Number of Equity Applicants Served: —TBD Based on Vendor Hourly Rate for Services**

#### **1. Process to Apply for Technical Assistance**

- Low Barrier Application
  - Applicant marks which category of technical assistance they would like to receive
  - 2-3 sentences explaining how the technical assistance will assist the applicant's business operations.
  - 2-3 sentences **about** who within the applicant's business will be participating, and how will they benefit.
- ~~County Staff reviews under a pass/fail process based on whether they complete the application.~~
- ~~We could do a 2020 and 2021 application period if we want to divide the funding to make it more equitable in terms of timing especially for a potential application opening. We could allow half the budget amount in this category to be used at a first come first serve in the fall and then again in the spring.~~

- County and Vendor will determine hourly/session rate for workshop or one on one service in the following technical assistance categories described in the Local Equity Program Manual adopted on Feb. 25, 2020:
  - Assistance in the Formation of a Cannabis Cooperative
  - ~~Assistance in the Formation of a Road Maintenance Association~~
  - Business Planning
  - Human Resources Management
  - Bookkeeping/Accounting Practices
  - Capital Procurement Services i.e. loan application assistance etc.
  - Emergency Preparedness
  - Business Resiliency
  - Other Business Development Service
  - Other areas in which technical assistance is needed: applications for permits and licensing (local cultivation, building, and use permits and local and state cannabis licenses of all types), petitioning or established appellations organization development
- Awarded applicants will receive a certificate of award for the selected service and upon use the vendor will invoice reimbursement to the County, not to exceed the awarded amount per applicant.

## **2) Vendor Application to Provide Technical Assistance**

County RFP will prioritize contracting with entities that are from the cannabis industry. Preference shall be given to community-based entities and membership groups or associations over private businesses. All contractors that provide technical assistance to equity applicants must show proof of prior performance in those technical assistance categories to which they are proposing to offer services and knowledge of current rules and regulations that are cannabis-specific local, state, and to the extent relevant, federal (i.e. tech assistance related to taxes, employment, and other issues).

### **C.) Fee Waiver or Reduction**

#### **Fee Waiver(s)**

Target Launch: ~~August 2020~~  
 Administered By: ~~County Staff / Pass Fail Basis~~  
 Budgeted Amount: ~~\$700,000~~  
 Award Maximum per Applicant: ~~\$7,000~~  
 Estimated Number of Equity Applicants Served: ~~300+~~

- Low Barrier Application

- Applicant marks which County permit/license **for which** they wish to apply for
- 2-3 sentences explaining how the fee waiver would benefit their business, support compliance etc.
- **S**Get sign-off from County Department issuing permit indicating applicant meets qualifications to be issued permit/license etc.

If funding is available a **A** “fee waiver certificate” will be issued to the applicant for the **a** full or partial fee/license waiver identified in the application. The County Equity Program would work with the Permit Issuing Department to ~~do~~ **create** an invoicing and journal entry reimbursement process. **Cannabis Permitting fees, Building Permit fees, Planning Fees, Environmental Health Fees, Agriculture Dept. fees, Code Enforcement fees, Property Tax fees, Business Tax fees, Cultivation tax fees and any County fee that the awardee might have to pay the County would be eligible so long as fee waiver will assist the equity grant awardee in creating, sustaining or increasing the development of their cannabis business.**

Department Coordination and process would need to happen prior to launching.

- Auditor would need to be consulted
- Reporting documentation would need to be **verified** in order to meet State requirements.

- ~~● County Staff reviews. It would be a pass/fail process based on whether they submitted a complete application.~~
- ~~● We could do a 2020 and 2021 application period if we want to divide the funding to make it more equitable in terms of timing especially for a potential application opening.~~
- ~~● Recommendation: Funding available at a first come first serve basis.~~

## **D. Grants and Loans**

### **Micro-Grant(s)**

In line with grant guidelines, 30% of the awarded grant total is to be allocated to grants and loans for equity applicants who pass eligibility requirements. **A grant program is more easily and quickly developed, but the County shall also develop a no-interest or low-interest loan program. If low-interest, the interest collected shall be returned to the loan program to be able to fund additional loans.**

Budgeted Amount:

**Allocation from the 30%  
(\$672,811) stipulated for Grants and Loans.**

Target Launch Date:

**November/December 2020-January 2021**



Administered By:

**Use Social Equity Points System/County Staff  
Determine If: BOS Appointed Committee Would  
Rate Applications and Determines Award  
Amounts, or staff panel similar to an RFP would  
rate/determine award amounts. County Staff  
would implement  
Reimbursement/Payment/Invoices**

**Budgeted Amount per Category:**

<b>Regulatory Compliance</b>	<b>\$325,000.00</b>
<b>Fixtures and Equipment</b>	<b>\$200,000.00</b>
<b>Capital Improvements</b>	<b>\$400,000.00</b>
<b>Training and Retention of Workforce</b>	<b>\$171,579.91</b>

**Estimated Number of Equity Applicants Served: — TBD if we want to set limits per category**

- ~~Recommendation: More substantial application with set criteria and a point value for each category/question etc. Very similar to an RFP rating system.~~

### **Use of Grants and No-Interest Loans**

Grants and Loans are part of the services offered by the state equity fund. This application process is guided by a point system in which points are awarded to applicants based on categories defined by negative impacts of the War on Drugs and Prohibition. Staff will tally applicant points and rank for processing order and equity fund award. (See Eligibility Verification Application -- Social Equity Table)

- Applicants can apply for funding **for any** one of the following categories
  - **Regulatory Compliance**
  - **Environmental Compliance/Improvements:**
    - **Remediation of environmental damage**
    - **installation of rain catchment system**
    - **Installation of water meter**
    - **Repair of ponds or other water resources**
    - **Resource Agency fees**
    - **Culvert upgrades**
    - **Road repair**
    - **Implementation of Water Quality BMPs**
  - **Fixtures or Equipment**
  - **Capital Improvements including upgrades or scaling up operations**
  - **Training/Retention of Workforce**

- State and County cannabis licensing fees, resource agency fees for cannabis programs/permits
  - Cooperative development Development of Cooperatives
  - Petitioning or established appellations organization development
  - Appellations development
- See Sample Draft Application and requirements based ~~on~~ off of Humboldt's Equity Program Application ~~(This is just an idea, I believe we should get input to determine the process and rating system).~~
  - ~~Consideration: Because Micro-grants could award high dollar amounts, we should consider creating a body for the rating process. It could be by staff like an RFP or a BOS appointed committee but if we do that the Brown Act will govern the body, and the BOS would have to create a resolution to form the body and will take additional time.~~
  - ~~Consideration: Determine a set window of applications, highest scoring applications will be eligible for funding as funding allows. We could do a 2020 and 2021 application period if we want to divide the funding to make it more equitable in terms of timing especially for a potential application opening.~~

## E. Administration

- County Staff would implement funding the award **by** working with the applicant on requirements for reimbursement or payment to vendors **etc.**
  - ~~We would need to determine how we would implement,~~ as Implementation of **Some** applicants do not have access to bank accounts, and do not have the ability to **advance** front the money and be reimbursed by the County.
    - Recommendation: Submit Invoice for the County to pay Vendor directly for service/Fixtures/Capital Improvements, resource agency fees, license fees, etc.
    - **Recommendation: Accept invoices for reimbursement from those awardees who can pay up front.**
  - Work with County Counsel on the grant agreement/insurance requirements etc between the County and Awarded Equity Applicant.
  - Work with Go Biz on reporting requirements to ensure we have the proper invoicing evidence for auditing etc.
  - Go Biz has not released the detailed information about reporting requirements. In June, we will be invited to the kick off meeting with Go biz to discuss all requirements of the State for the grant award.



Good morning,

I support MCA's recommendations to the board for the upcoming meetings.

Thank you

Jessi



## County of Mendocino Cannabis Local Equity Program Step-by-step Concept Overview



**\*\*DRAFT CONCEPT Subject to Change\*\***

### Equity Program Process Concept **Application and Award Process**

1. Announcement of Equity Grant Program coupled with a 30-day pre-application period of outreach and publicity accompanied by technical assistance for application throughout application period.
2. Applicant Applies for Eligibility
  - a. Verified Applicants are assigned priority for application processing and total based on point score.
3. Verified Applicants Receive an Equity ID and Eligibility Dollar Maximum based on scoring.
4. Verified Applicant can apply for Equity Services in 3 **2 main** categories:
  - a. Fee Waivers **Loans and Grants (30%)**
  - b. Technical Assistance, **Training, Fee Waivers and Reductions (60%)**

~~c. Micro Grants~~

5. Equity Service Applications are reviewed and award **is determined**. ~~ed funding if they have a complete application and funding is available.~~
6. Equity Recipient Informed of Award and Instructions **for** ~~of~~ receiving the Equity Service Funding.

**Timeline for Equity Grant Administration (see also Eligibility Verification)**

1. August 1-31, 2020. RFP issued and community-based contractor identified to provide Equity Application Technical assistance. Simultaneously, the County develops contract terms so the contract is ready to be executed once the RFP process is complete. County prepared outreach materials are finalized, including applications and verification required checklist.
2. September 1, 2020. Mendocino County announces the First Step in the launch of the Equity Grant Program which consists of 30 days of concerted outreach and publicity and includes providing a packet of application materials with a clear list of the verification documents and other materials that applicants will need to provide. Contractor begins technical assistance to help with Equity Program applications and documentation process. Contractor provides application technical assistance throughout the entire application window.
3. November 1, 2020 - December 31, 2020. Launch of 60 day Application Window during which applications must be received by December 31, 2020 and may be submitted in the following ways:
  - a. Dropped off in the Tax Receipt box (?) outside county offices on Low Gap Rd.
  - b. Email to \_\_\_\_\_
  - c. Mail to \_\_\_\_\_ (postmark no later than 12/31/20)
4. November 1, 2020 - December 31, 2020. In lieu of written narratives, verbal presentations may be given throughout the Application Window, by appointment only with additional time allotted as needed by Staff to schedule and hear verbal presentations. Also by appointment, sensitive documents may be presented for viewing and verification without the County retaining these records.
5. All applicants shall be given an additional two weeks if applicants are unable to provide all required written eligibility documentation within the Application Window and may be given additional time if delays are due to conditions outside of applicant's control and applicant has done everything they can to obtain it in a timely manner. Preliminary qualification status may be conferred while waiting for completed verification. Appointments to provide proof of eligibility in person may be made to allow sensitive records to be kept in the possession of the applicant.

6. January 1-15, 2020. County reviews the entire applicant pool; verifies eligibility based on applicant meeting the requirements in the Preliminary Questions; and applies the weighted Social Equity point system to rank application processing order and to determine awards for the entire applicant pool.
7. January 15, 2021. Applicants are contacted with announcement of grant or loan approval or denial.
8. January 2021. Funds are allocated with clear instructions on purpose and date by which funds must be used.

### **Step 1: Outreach, Information Launched 30 Days Prior to Application Window, & Application Technical Assistance Extends Through Application Window**

**Target Launch Date:** September 1 - December 31, 2020  
**Administered By:** A contracted community-based entity

County conducts program Outreach and issues RFP for technical assistance provided by a community-based entity to start at the launch of the Outreach period, 30 days prior to opening the application window. Technical assistance provided by helping applicants apply and gather necessary documents and continues throughout the Application Window.

### **Step 2: Eligibility Verification Application**

**Target Launch Date:** November 1, 2020 - December 31, 2020  
**Administered By:** County Staff / **Receives, Verifies and Screens Applications**

An Eligibility Verification Application ~~would be~~ **is** required for those who wish to apply for Equity Program Services **to determine whether**. ~~The Eligibility Verification Application will verify if the applicant meets the basic qualifications and to also assign points for belonging to particular groups disproportionately impacted by the War on Drugs, as part of the stated goals of serving those populations under the Equity Program Grant approved by the State.~~ Each verified qualification will receive a valued point rating. The total points tabulated **on the social equity verification** form will determine **both the order in which applications are processed and** the maximum dollar amount an applicant would be eligible to **receive** to spend on Equity Grant Services. Each awardee can spend their grant on whatever services are most beneficial for them so long as overall the total funds dispersed are consistent with 30% **designated** for loans and grants and 60% **for Fee Waivers and Reductions, Training, and Technical Assistance**, as indicated in the Program Description approved by the State. Each service would require the awardee to submit a simple application form. ~~or Micro Grant or No Interest loan Applications.~~ **Awardees** would be eligible to apply and receive ~~more~~ **funds in** one or more multiple service categories **as long as they do not exceed their total award.**

### **Grace Period for Incomplete Applications**

For those applicants who successfully submit their application by the deadline, yet fail to fully provide sufficient documentation to verify their eligibility and standing in the point system, applicants shall be granted an additional two weeks if applicants are unable to provide all required written eligibility documentation within the Application Window. Applicants may be given additional time, beyond the application window, if delays are due to conditions outside of applicant's control and applicant has done everything they can to obtain it in a timely manner. The goal being to not outright reject an applicant for a delay in obtaining the proof necessary to be awarded a specific dollar amount if they meet the preliminary qualifications. Community-based contractors shall be engaged to assist applicants in completing applications and obtaining the required verification items.

### ***Point Scoring for Verified Qualifications***

#### ***A.1: Program Eligibility Qualifications:***

- ~~2 points for every category verified (a-e):~~

#### ***A.2: Alternative Qualifications***

- ~~1 point for every category verified. A minimum of 3 must be verified.  
(This category is only available if qualifications cannot be met in A.1.)~~

### **Preliminary Questions**

- No points, must meet all qualifications of preliminary Questions.

### **Social Equity Qualifications**

- Up to 2 points for every category verified (social equity total is 52 pts however applicants are likely to accrue points in the 19-42pt range)

### ***Eligibility Dollar Maximums***

48 - 52 points – eligible to apply for a maximum of \$50,000

43 - 47 points – eligible to apply for a maximum of \$30,000

31 - 42 points -- eligible to apply for a maximum of \$20,000

19 - 30 points – eligible to apply for a maximum of \$10,000

9 - 18 points -- eligible to apply for a maximum of \$5,000

2 - 8 points -- eligible to apply for a maximum of \$2,500

[Eliminated County Drafted Step 2 County Staff Reviews, Scores, and Verifies Equity Eligibility Applications since it was outlined above and is detailed below]

### **Step 3: Equity Grant Services Application and Awardings Process**

3 Service Categories: The Local Equity Program (Exhibit B) divides funds into 2 service categories, plus Administrative fees.

- **Loans and Grants (30%)**



- **Technical Assistance, Training, Fee Waivers and Reductions (60%)**
- **Administration (not to exceed 10%)**

- ~~**Fee Waivers**~~ Pass/Fail Application, \$7,000 maximum, first come first serve
- ~~**Technical Assistance**~~ Pass/Fail Application \$5,000 maximum, first come first serve
- ~~**Micro-Grants**~~ Seeking input on the process and body to rate applications.

**Use of Funds:** Verified Applicants can apply for any of the service categories based on their maximum eligible award amount determined in the Social Equity Verification process. They can “mix and match” service types and amounts so long as total County expenditures for the entire program do not exceed the amounts designated for the two service categories. The award stipulates that 30% of the awarded funds must go for grants and loans, and expenditures for other services cannot exceed 60% of the total award.

Real-time online software is available to assist the County in tracking specific assigned expenditures from the point of award, thus ensuring that the County adheres to the 30%/60% split without limiting the awardee on how they make use of their awarded funds.

## **ALLOCATION OF FUNDS**

### **A, Pre-Program Outreach and Equity Grant Application Technical Assistance (up to \$10,000)**

<b>Target Launch Date:</b>	<b>August 2020 RFP issued for community-based contractor to assist applicants with application process and documentation continues through Application Window September 1, 2020. 30 Day Outreach &amp; Information Period; application assistance available until December 31, 2020.</b>
<b>Administered By:</b>	<b>County Staff establishes RFP for Community-based entity to conduct technical assistance throughout outreach &amp; application window, County and Contractor conducts outreach</b>

~~Target Launch Dates: Develop RFP (July 15– August 15 2020); RFP response period August 15–September 10, 2020, RFP scoring and notification September 11–14, Contract begins and continues through Application window. Contract development and final terms set from July 15–September 14)~~

~~Process: No application necessary. Services provided to any potential equity Grant Applicant. Outreach conducted with a specific 30-day window of pre-application window release of all application materials, including a list of required documentation needed for all applications.~~

## **B. Technical Assistance for Equity Grant Awardees (Post-Award/Program Service Technical Assistance)**

Training, Fee Waivers and Reductions (60% of total program= \$1,345,622)

### **Equity Grant Recipients**

Target Launch Date: **January 2021.**  
Administered By: **County Staff Administer Funding to Contractor on behalf of awardees**  
~~Subcontractor Provides Services (RFP Process TBD):~~ **County Staff Administer Funding**  
~~Grant is the Maximum Allowed)~~ **\$224,526.58 (10% of**

~~Award Maximum per Applicant: —TBD~~

### **Technical Assistance for Equity Grant Recipients**

**Estimated Number of Equity Applicants Served: —TBD Based on Vendor Hourly Rate for Services**

#### **1. Process to Apply for Technical Assistance**

- Low Barrier Application
  - Applicant marks which category of technical assistance they would like to receive
  - 2-3 sentences explaining how the technical assistance will assist the applicant's business operations.
  - 2-3 sentences **about** who within the applicant's business will be participating, and how will they benefit.
- ~~County Staff reviews under a pass/fail process based on whether they complete the application.~~
- ~~We could do a 2020 and 2021 application period if we want to divide the funding to make it more equitable in terms of timing especially for a potential application opening. We could allow half the budget amount in this category to be used at a first come first serve in the fall and then again in the spring.~~

- County and Vendor will determine hourly/session rate for workshop or one on one service in the following technical assistance categories described in the Local Equity Program Manual adopted on Feb. 25, 2020:
  - Assistance in the Formation of a Cannabis Cooperative
  - ~~Assistance in the Formation of a Road Maintenance Association~~
  - Business Planning
  - Human Resources Management
  - Bookkeeping/Accounting Practices
  - Capital Procurement Services i.e. loan application assistance etc.
  - Emergency Preparedness
  - Business Resiliency
  - Other Business Development Service
  - Other areas in which technical assistance is needed: applications for permits and licensing (local cultivation, building, and use permits and local and state cannabis licenses of all types), petitioning or established appellations organization development
- Awarded applicants will receive a certificate of award for the selected service and upon use the vendor will invoice reimbursement to the County, not to exceed the awarded amount per applicant.

## **2) Vendor Application to Provide Technical Assistance**

County RFP will prioritize contracting with entities that are from the cannabis industry. Preference shall be given to community-based entities and membership groups or associations over private businesses. All contractors that provide technical assistance to equity applicants must show proof of prior performance in those technical assistance categories to which they are proposing to offer services and knowledge of current rules and regulations that are cannabis-specific local, state, and to the extent relevant, federal (i.e. tech assistance related to taxes, employment, and other issues).

### **C.) Fee Waiver or Reduction**

#### **Fee Waiver(s)**

Target Launch: ~~August 2020~~  
 Administered By: ~~County Staff / Pass Fail Basis~~  
 Budgeted Amount: ~~\$700,000~~  
 Award Maximum per Applicant: ~~\$7,000~~  
 Estimated Number of Equity Applicants Served: ~~300+~~

- Low Barrier Application

- Applicant marks which County permit/license **for which** they wish to apply for
- 2-3 sentences explaining how the fee waiver would benefit their business, support compliance etc.
- **S**Get sign-off from County Department issuing permit indicating applicant meets qualifications to be issued permit/license etc.

If funding is available a **A** “fee waiver certificate” will be issued to the applicant for the **a** full or partial fee/license waiver identified in the application. The County Equity Program would work with the Permit Issuing Department to ~~do~~ **create** an invoicing and journal entry reimbursement process. **Cannabis Permitting fees, Building Permit fees, Planning Fees, Environmental Health Fees, Agriculture Dept. fees, Code Enforcement fees, Property Tax fees, Business Tax fees, Cultivation tax fees and any County fee that the awardee might have to pay the County would be eligible so long as fee waiver will assist the equity grant awardee in creating, sustaining or increasing the development of their cannabis business.**

Department Coordination and process would need to happen prior to launching.

- Auditor would need to be consulted
- Reporting documentation would need to be **verified** in order to meet State requirements.

- ~~County Staff reviews. It would be a pass/fail process based on whether they submitted a complete application.~~
- ~~We could do a 2020 and 2021 application period if we want to divide the funding to make it more equitable in terms of timing especially for a potential application opening.~~
- ~~Recommendation: Funding available at a first come first serve basis.~~

## **D. Grants and Loans**

### **Micro-Grant(s)**

In line with grant guidelines, 30% of the awarded grant total is to be allocated to grants and loans for equity applicants who pass eligibility requirements. **A grant program is more easily and quickly developed, but the County shall also develop a no-interest or low-interest loan program. If low-interest, the interest collected shall be returned to the loan program to be able to fund additional loans.**

Budgeted Amount:

**Allocation from the 30%  
(\$672,811) stipulated for Grants and Loans.**

Target Launch Date:

**November/December 2020-January 2021**

Administered By:

**Use Social Equity Points System/County Staff  
Determine If: BOS Appointed Committee Would  
Rate Applications and Determines Award  
Amounts, or staff panel similar to an RFP would  
rate/determine award amounts. County Staff  
would implement  
Reimbursement/Payment/Invoices**

**Budgeted Amount per Category:**

<b>Regulatory Compliance</b>	<b>\$325,000.00</b>
<b>Fixtures and Equipment</b>	<b>\$200,000.00</b>
<b>Capital Improvements</b>	<b>\$400,000.00</b>
<b>Training and Retention of Workforce</b>	<b>\$171,579.91</b>

**Estimated Number of Equity Applicants Served: — TBD if we want to set limits per category**

- ~~Recommendation: More substantial application with set criteria and a point value for each category/question etc. Very similar to an RFP rating system.~~

### **Use of Grants and No-Interest Loans**

Grants and Loans are part of the services offered by the state equity fund. This application process is guided by a point system in which points are awarded to applicants based on categories defined by negative impacts of the War on Drugs and Prohibition. Staff will tally applicant points and rank for processing order and equity fund award. (See Eligibility Verification Application -- Social Equity Table)

- Applicants can apply for funding **for any** one of the following categories
  - **Regulatory Compliance**
  - **Environmental Compliance/Improvements:**
    - **Remediation of environmental damage**
    - **installation of rain catchment system**
    - **Installation of water meter**
    - **Repair of ponds or other water resources**
    - **Resource Agency fees**
    - **Culvert upgrades**
    - **Road repair**
    - **Implementation of Water Quality BMPs**
  - **Fixtures or Equipment**
  - **Capital Improvements including upgrades or scaling up operations**
  - **Training/Retention of Workforce**

- State and County cannabis licensing fees, resource agency fees for cannabis programs/permits
  - Cooperative development Development of Cooperatives
  - Petitioning or established appellations organization development
  - Appellations development
- See Sample Draft Application and requirements based ~~on~~ off of Humboldt's Equity Program Application ~~(This is just an idea, I believe we should get input to determine the process and rating system).~~
  - ~~Consideration: Because Micro-grants could award high dollar amounts, we should consider creating a body for the rating process. It could be by staff like an RFP or a BOS appointed committee but if we do that the Brown Act will govern the body, and the BOS would have to create a resolution to form the body and will take additional time.~~
  - ~~Consideration: Determine a set window of applications, highest scoring applications will be eligible for funding as funding allows. We could do a 2020 and 2021 application period if we want to divide the funding to make it more equitable in terms of timing especially for a potential application opening.~~

## E. Administration

- County Staff would implement funding the award **by** working with the applicant on requirements for reimbursement or payment to vendors **etc.**
  - ~~We would need to determine how we would implement,~~ as Implementation of **Some** applicants do not have access to bank accounts, and do not have the ability to **advance** front the money and be reimbursed by the County.
    - Recommendation: Submit Invoice for the County to pay Vendor directly for service/Fixtures/Capital Improvements, resource agency fees, license fees, etc.
    - **Recommendation: Accept invoices for reimbursement from those awardees who can pay up front.**
  - Work with County Counsel on the grant agreement/insurance requirements etc between the County and Awarded Equity Applicant.
  - Work with Go Biz on reporting requirements to ensure we have the proper invoicing evidence for auditing etc.
  - Go Biz has not released the detailed information about reporting requirements. In June, we will be invited to the kick off meeting with Go biz to discuss all requirements of the State for the grant award.





## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

### **General Eligibility**

A local equity applicant must be a Mendocino County based **individual** or business, cooperative, **a petitioning or established appellations organization<sup>1</sup>**, nonprofit **entity**, or **member-based organization or association**, each of which are solely located in or have holding 75% or more of its **total** operations based in Mendocino County; **and that currently holds or is** must be eligible for, **and is pursuing**, a cannabis related permit, and/or license, to operate a cannabis business in unincorporated Mendocino County; AND who **has** have resided in the County for at least 5 **cumulative** years in the period 1972 - **201620 at least 1 year of which must have been prior to 2016**; AND whose activities are specific to cultivation, processing, **nurseries**, manufacturing, distribution, **laboratory analysis**, or retail **sales** of cannabis, **or whose organization AND/OR** whose organization provides support or services to the cannabis industry in Mendocino County.

~~In addition to the requirements listed above, program eligibility requires at least one (1) of the qualifications listed in Section A.1 and / or three (3) of the alternative qualification listed A.2 of the Mendocino County Local Equity (LEP) Manual, and~~

### **Timeline for Equity Grant Administration (see Concept Overview)**

1. August \_\_\_\_ 2020. RFP issued and community-based contractor identified to provide Equity Application Technical assistance. Simultaneously, the County develops contract terms so the contract is ready to be executed once the RFP process is complete.
2. September 1, 2020. Mendocino County announces the First Step in the launch of the Equity Grant Program which consists of concerted outreach and publicity for 30 days prior to the application window and includes providing a packet of application materials with a clear list of the verification documents and other materials that applicants will need to provide. Contractor begins technical assistance to help with Equity Program applications and documentation process. Contractor provides application technical assistance throughout the entire application window..
3. November 1, 2020 - December 31, 2020. Launch of 60 day Application Window during which applications must be received by December 31, 2020 and may be submitted in the following ways:
  - a. Dropped off in the Tax Receipt box (?) outside county offices on Low Gap Rd.

---

<sup>1</sup> Proposed, but not yet final CDFA regulations:

Article 1, Sec 9000 (b) "Petitioning organization" means a group of licensed cultivators representing three or more unique businesses within the geographical area of the proposed appellation of origin.





## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

b. Email to \_\_\_\_\_

c. Mail to \_\_\_\_\_ (postmark no later than 12/31/20)

By Appointment drop-off at: \_\_\_\_\_

4. November 1, 2020 - December 31, 2020. In lieu of written narratives, verbal presentations may be given throughout the Application Window. By appointment only with additional time allotted as needed by Staff to schedule and hear verbal presentations. Also by appointment, sensitive documents may be presented for viewing and verification without the County retaining those records.
5. Additional time may be provided if applicants are unable to provide all required written eligibility documentation within the Application Window. Preliminary qualification status may be conferred while waiting for completed verification. Appointments to provide proof of eligibility in person may be made to allow verbal presentation as an alternative to any written narrative asked for and also as a means to present sensitive documents in person.
6. January 1-15, 2021: County reviews the entire applicant pool; verifies eligibility based on applicant meeting the requirements in the Preliminary Questions; and applies the weighted Social Equity point system to rank application processing order and to determine awards for the entire applicant pool.
7. January 15, 2021. Applicants are contacted with announcement of grant or loan approval or denial.
8. January 2021. Funds are allocated with clear instructions on purpose and date by which funds must be used.

### ***Eligibility Verification Application***

An Eligibility Verification Application is required by those who wish to apply for Equity Program Services. The Eligibility Verification Application will verify if the applicant meets the qualifications. Each verified qualification will receive a valued point rating. The Eligibility Verification Application will **confirm that** the applicant meets the **preliminary** qualifications and to what extent the applicant is eligible for social equity points, which will determine their priority placement for processing and their award amount.

The total points tabulated on qualifications will determine **place the applicant in a ranked order from high to low which then determines both the order in which the application is processed and the maximum dollar amount an applicant would be eligible to apply toward for with the Equity Grant Services Applications:.. The applicant will then submit equity service applications for Fee Waiver or Reduction, Technical Assistance, or to obtain a Grant or Loan.**

### ***Submissions required include:***



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

1. Application Cover Sheet
2. Data Survey
3. A verification Application which includes Preliminary Questions to determine if applicant is eligible for Equity Grant and Social Equity Questions to determine total grant award and order of priority for processing.
4. Proof/verification documents/ submission (written and/or verbal)

### A.1: Program Eligibility Qualifications:

- ~~2 points for every category verified (a-e).~~

### A.2: Alternative Qualifications

- ~~1 point for every category verified. A minimum of 3 must be verified.  
(This category is only available if qualifications cannot be met in A.1.)~~

### **Point Scoring for Verified Qualifications**

#### Social Equity Qualifications

- 1- 2 points for every category verified (social equity total is 52 pts)

#### **Eligibility Dollar Maximums**

48 - 52 points – eligible to apply for a maximum of \$50,000

43 - 47 points – eligible to apply for a maximum of \$30,000

31 - 42 points – eligible to apply for a maximum of \$20,000

19 - 30 points – eligible to apply for a maximum of \$10,000

9 - 18 **points** -- eligible to apply for a maximum of \$5,000

2 - 8 points -- eligible to apply for a maximum of \$2,500

### **Application Cover Sheet**

Date of application: \_\_\_\_\_

Organization/Business Name: \_\_\_\_\_

Applicant Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

Cultivation Permit or Application (If applicable): AG \_\_\_\_\_

Cannabis Facility Business License (If applicable): \_\_\_\_\_

### **Application Authorization**

I/We declare that all information provided within this application including supporting documents I/we attach are correct and true.

Should any of the information submitted as part of this application be determined by the County to be false or misleading, the County may issue a denial of a grant application(s) or grant award(s), as well as deny application for future grant opportunities.

I/We understand that by submitting this Eligibility Verification Application does not guarantee that I/we will receive grant funding.

I/We understand that his Eligibility Verification Requirement Application only verifies eligibility and the maximum dollar amount that I/we can apply for **in the** three service categories: Fee Waiver **or Reduction**, Technical Assistance, **Training**, or ~~Micro~~-Grants/**Loans**.

**Signature(s):** \_\_\_\_\_

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

### ***Demographic Survey***

Survey data will be used to create a consolidated demographic report of equity applicants as required by the Cannabis Equity Grants Program for Local Jurisdictions grant requirements. Your personal identifying information will not be included in the report.

1. What is your Age?  
☐ 18-24 ☐ 25-34 ☐ 35-44 ☐ 45-54 ☐ Over 55
2. Which term describes your gender identity?  
☐ Woman/Female ☐ Man/Male ☐ Transgender woman  
☐ Transgender man ☐ Non-binary ☐ Prefer not to answer  
☐ Prefer to self-describe \_\_\_\_\_



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

3. Which term best describes your sexual identity?  
☐ Straight/Heterosexual ☐ Gay ☐ Lesbian ☐ Bisexual ☐ Queer  
☐ Questioning ☐ Asexual ☐ Prefer not to answer  
☐ Prefer to self-describe \_\_\_\_\_
4. What is the highest degree or level of school you have completed? **Education Level**  
☐ Less than high school ☐ High School Graduate/GED  
☐ Some college but no degree ☐ Associates Degree  
☐ Bachelor's Degree ☐ Master's Degree  
☐ Doctoral/Professional Degree
5. Do you identify as an active member or veteran of the U.S. Armed Forces, reserves, or National Guard? **Are you a Veteran or active military or National Guard member?**  
☐ Yes ☐ No
6. How would you identify yourself by race/ethnicity? (select all that apply)  
☐ American Indian or Alaska Native ☐ Asian  
☐ Black or African American ☐ Native Hawaiian or Pacific Islander  
☐ Hispanic or Latinx/a or Spanish Origin  
☐ White ☐ Prefer not to answer  
☐ Other /self-describe \_\_\_\_\_
7. **Gross** Income level  
☐ Under \$20,000 ☐ \$20,001-\$40,000 ☐ \$40,001-\$60,000 ☐ \$60,001-\$80,000  
☐ \$80,001-\$100,000 ☐ \$100,001 or over
8. Have you been arrested for a cannabis related offense? ☐ Yes ☐ No  
**Have you been convicted of a cannabis related offense? ☐ Yes ☐ No**  
**Have you participated in a restitution program to obtain a reduced or dropped charge related to a cannabis offense? ☐ Yes ☐ No**  
**if we are including these categories for data, then we should include other equity issues such as denied loan or bank account, raided, forfeiture, etc.**

### Preliminary Questions

*Instructions:* If 'no' is selected for any of the following preliminary questions you do not meet the minimum qualifications to apply for Mendocino County's Cannabis Local Equity Program.



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

1. Are you a Mendocino County based **individual**, business, cooperative, road association, nonprofit entity, **member-based organization, association, or petitioning or established appellations organization**\*?

☐ Yes ☐ No

If you answered yes to being a business, list Ownership Structure and Owners\*\*. If you answered yes to being a cooperative or nonprofit entity list members/Board members. If you are part of a petitioning or established appellations organization, list members.

---

---

---

---

\*Refers to a group of licensed cultivators representing three or more unique businesses within the geographical area of the proposed appellation of origin who are petitioning or have an established Appellation under the California Appellations Project..

\*\*Owners are defined, for the purpose of this Local Equity Program, as holding 51% or more ownership of the entity for at least one year prior to this application.ta

### Verification Materials Required Checklist

	<p><b>Supporting documentation that verifies your individual or entity status in Mendocino County, length of time in business, and composition.</b></p> <p><u>Examples:</u> County or State permits or licenses; County business licenseAdministrative or Use permits; Articles of Incorporation; Statement of Information; Membership List; Bylaws; Attestation by Officer of the entity; Tax returns; Sellers Permit; sales / vendor receipts; appellations organization verified petition or Attestation from attorney or professional that has started work on preparing the petition.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. Is your cannabis based business, cooperative,road association, or nonprofit located in unincorporated Mendocino County?**Are you wholly located in an unincorporated area of Mendocino County or are 75% or more of your operations in Mendocino County?**

☐ Yes

☐ No ~~it is not located in unincorporated Mendocino County~~



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

## Verification Materials Required Checklist

	<p><b>Supporting documentation that verifies the applicant is wholly located in Mendocino County or at least 75% of all cannabis activities are in Mendocino County.</b></p> <p>Examples: METRC records; Attestation with full disclosure of all cannabis activities/licenses in and outside of Mendocino County and exact percentages of all cannabis activities in each location outside of Mendocino County</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### 3. Does your Mendocino County cannabis business activities include one **any** of the following activities:

- Cultivation
- Processing
- Nursery
- Manufacturing
- Laboratory Analysis
- Distribution
- Retail of cannabis-Sales
- Support and/or services to the cannabis industry in Mendocino County by an entity that is a member-based organization, a non-profit organization, cooperative, or association
- An entity that is a petitioning or established appellations organization
- A board member representing a non-profit cannabis business or cooperative
- An individual eligible for and pursuing a cultivation permit or facilities license in Mendocino County

## Verification Materials Required Checklist

	<p><b>Supporting documentation that verifies cannabis activities (including support activities) in Mendocino County or proof of eligibility for and pursuit of cannabis activities in Mendocino County.</b></p> <p>Examples: County or State permits or licenses; County business license; Administrative or Use permits; Articles of Incorporation, Statement of Information; Bylaws; Officer's attestation; Seller's permit; sales / vendor receipts; For those who are eligible and pursuing a cannabis permit/license at least one item that</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

	demonstrates that you are pursuing a license/permit for cannabis activities in Mendocino County (such as, but not limited to an application, a resource agency registration, an attestation of a retained professional assisting with the cannabis permit/license process).
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. Have you resided in Mendocino County for at least five cumulative years during the period 1972 – 2020, at least one year of which was prior to 2016?

### Verification Materials Required Checklist

	Supporting documentation that verifies 5 cumulative years of living in Mendocino County, at least one year of which was prior to 2016. Examples: Lease or Rental Agreement(s), Deed or Titles to a Residential Property, Utility Bills, Medical or Employee Documents, Mortgage, Voter registration.
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### ~~A.1 Program Eligibility Qualifications~~ All deleted because either satisfied in Preliminary Questions or in Social Equity Questions.

*Instructions:* Read each qualification. If you meet the criteria, check the box next to the qualification and attach the required documents listed under Verification Materials Required Checklist. Please label each attachment in the upper right hand corner.

### ~~Verification Materials Required Checklist~~

#### ~~Qualification A [removed because it is in the Social Equity Table below]~~

- ☐ Any individual and/or entity that has obtained or applied for a permit (either temporary or permanent); the County does not have temporary, unless you mean event and the permit is for a business located in an area in Mendocino County with a poverty rate of 20% or above.

### ~~Verification Materials Required Checklist~~

	<del>Copy of a Mendocino County Issued License/Permit/Application Receipt</del>
	<del>Location Verified to be in an area with a poverty rate of 20% or higher</del>



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

The Physical Address in connection with the license or permit will be inputted into the United States Department of Housing and Urban Development Community [Planning and Development Mapping Tool](#) selecting the Poverty Rate layer to determine if your business is located in an area with a poverty rate of 20% or higher.

**Qualification** Any individual engaged in small-scale cultivation of cannabis on property in Mendocino County owned, leased, or with the express permission of the owner, with a cultivation area less than 10,000 square feet.

### Verification Materials Required Checklist

	<b>Copy of a Mendocino County Cannabis Cultivation Permit</b> (Must be for a type that is 10,000 sq. ft. of cultivation or less) or
	<b>Copy of a Mendocino County Cultivation Permit Application Receipt</b> (Must be for a type that is 10,000 sq. ft. of cultivation or less)





## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

### ***Qualification C***

Any individual who has obtained or applied for a cannabis permit in Mendocino County, or who has worked in or currently works in the cannabis industry, and was arrested and/or convicted of a non-violent cannabis-related offense, or was subject to asset forfeiture arising from a cannabis-related event. *If they are a worker, how would they have made it past the first question since they have to have applied for a permit themselves. The inclusion of applicants that may not have yet applied is important to get more legacy folks, especially workers who have not been able to afford the process without an equity grant. Also, the way this is written it could be interpreted that an applicant/permit holder does not need to have criminal history, but worker does. I know you meant to have it apply to both... also what about other ways in which war on drugs enforcement (not arrest or conviction, but subject to raids?*

#### ***—Verification Materials Required Checklist***

	<b><i>Court Conviction / Arrest Record or a Declaration from an Attorney familiar with your conviction history</i></b>
--	------------------------------------------------------------------------------------------------------------------------

### ***Qualification***

Are a person who experienced sexual assault, exploitation, domestic violence, and/or human trafficking while participating in the cannabis industry.

#### ***Verification Materials Required Checklist***

	<b><i>Declaration from an Attorney familiar with your case</i></b>
--	--------------------------------------------------------------------

### ***Qualification***

Have become homeless or suffered a loss of housing or property as a result of cannabis enforcement.

#### ***Verification Materials Required Checklist***

	<b><i>100-500 Word Narrative</i></b> The narrative should reference at least <u>one</u> supporting document.
	<b><i>Supporting Document(s)</i></b> Examples: Court Record, Eviction Notice, Homeless Assistance Enrollment Record, Recommendation letter from a reference who can attest or support your narrative. References cannot be family members, and must include their phone number and email with the letter of support.

## ***A.2 Alternative Qualifications***

*Instructions:* For those individuals who cannot meet any of the qualifications listed in the previous section (Qualifications a-e), applicants may instead apply and meet at least three (3)



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

~~of the seven (7) alternative qualifications. For every alternate qualification verified 1 point will be awarded toward your total eligibility maximum grant award you can apply for in Fee Waivers, Technical Assistance, or Micro grant Programs.~~

### ***Alternative Qualification A***

Be one of the following:

#### ***Qualification C***

~~An individual permitted **eligible** for **and** seeking a permit for a Mendocino County permitted cannabis business.~~

#### ***Qualification D***

~~A board member of **representing** a non-profit cannabis business.~~

##### **Verification Materials Required Checklist**

	<b>Non Profit Articles of Incorporation</b>
	<b>Non Profit By-Laws</b>
	<b>List of all Board Members of the Non Profit</b>
	<b>Letter of Support from the Non Profit Board</b>

- ~~1. Have a membership interest in a cannabis business formed as a cooperative per B&P Code section 26220 – 26231.2. [Open this up to other types of coops/collectives and businesses trying to work collaboratively on an Appellation, etc.](#)~~

##### **Verification Materials Required Checklist**

	<b>Cooperative's Governing Documents</b>
	<b>Share Certificates showing interest in the cooperative</b>

### ***Alternative Qualification B [prelim]***

#### ***Qualification E***

Have resided in Mendocino County for at least five years during the period 1971 – 2016.  
[WOD activity that impacted them took place prior to 2016]

##### **—Verification Materials Required Checklist**

	<b>Supporting documentation that verifies 5 years of living in Mendocino County.</b> Examples: Lease or Rental Agreement(s), Deed or Titles to a Residential Property, Utility Bills, Medical or Employee Documents, Mortgage etc.
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### ***Alternative Qualification C***



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

Have obtained or applied for, or intend to apply for, a permit or zoning clearance for commercial cannabis activities in Mendocino County. [How is this different than item 1 in this section?](#)

### Verification Materials Required Checklist

	<b>Copy of a Mendocino County Issued Cannabis Facility Business License / Cannabis Facility Business License Application Receipt</b> Or
	<b>100-500 Word Narrative</b> The narrative should reference your intention and pathway forward to apply for Mendocino County Cultivation Permit or a Cannabis Facility Business License.
	<b>Recommendation letter:</b> from a reference who can attest or support your narrative. References cannot be family members, and must include their phone number and email with the letter of support.

### *Alternative Qualification D [integrate into equity table]*

#### **Qualification F**

Have lived within a 5-mile radius of the location of raids conducted by the Campaign against Marijuana Planting (CAMP) program, ~~COMMET or BNE, or DTF.~~ [move to table]

### ~~—Verification Materials Required Checklist~~

	<b>100-500 Word Narrative</b> The narrative must include <u>one</u> record that proves residency at the time of the raid and <u>one</u> of the following supporting documents that identifies where the raid took place:
	<b>Supporting Document(s)</b> <ul style="list-style-type: none"><li>● <del>Proof of Residency at the date of CAMP Raid</del></li><li><b>And one of the following that identifies where the CAMP raid occurred:</b><ul style="list-style-type: none"><li>● <del>Newspaper Article</del></li><li>● <del>Journal Article</del></li><li>● <del>Hearing Records</del></li><li>● <del>Court and/or Arrest Records</del></li><li>● <b>Legal Declarations at time of raid</b></li><li>● <b>Broadcast media reports</b></li></ul></li></ul>

~~Add in other kinds of proof such as Declarations made at the time, any media confirmation (radio, internet)~~

### *Alternative Qualification E [integrate into table]*

Household income below the California poverty level. [people under certain threshold don't have to file returns, so alternative proof such as food stamps, Medi-Cal or other social service eligibility.](#)



## Mendocino County Cannabis Local Equity Program Eligibility Verification Application

### ~~—Verification Materials Required Checklist~~

	<del>Number of People in your household</del>
	<del>Household Income Total</del>
	<del>Supporting Documentation verifying Household Income</del> <del>Example: IRS Tax Return</del>

### **Poverty threshold is determined by**

[California Department of House and Community Development](#) 2020 Extremely Low State Income Limits

Household of 1\$14,700

Household of 2\$17,240

Household of 3\$21,720

Household of 4\$26,200

Household of 5\$30,680

Household of 6\$35,160

Household of 7\$39,640

Household of 8\$44,120

### **Alternative Qualification F**

Have a ~~spouse, domestic partner, parent, grandparent, guardian,~~ sibling or child who was arrested for or convicted of the sale, possession, use, manufacture or cultivation of cannabis (including as a juvenile).

### ~~—Verification Materials Required Checklist~~

	<del>100-500 Word Narrative</del> <del>The narrative should reference at least <u>one</u> supporting document.</del>
	<del>Supporting Document(s)</del> <del>Court Records, Arrest Records, Declaration from an attorney familiar with your family member's conviction history.</del>

### **Alternative Qualification G**

#### **Qualification G**

Can reasonably demonstrate that, on the basis of equity, the applicant was adversely impacted as a result of the criminalization of cannabis (i.e. the War on Drugs).

### ~~—Verification Materials Required Checklist~~

	<del>100-500 Word Narrative</del> <b>or Verbal Interview</b> <del>The narrative should reference at least <u>one</u> supporting document.</del> <b>An interview can include the applicant with an advocate.</b>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

	<b>Supporting Document(s)</b> <del>Court Records, Arrest Records, Declaration from an attorney familiar with your conviction history, media or other credible reports of helicopter over flights;</del>

## WEIGHTED SOCIAL EQUITY CHECKLIST

Total is 52 points with 27 weighted categories; however the most any one individual/entity might accrue would likely be in the 16-32 pt range, more or less.

### Social Equity Qualifications

Total points = 52

<u>Eligibility Criteria</u>	<u>Pt. Value</u>	<u>Chk</u>	<u>Proof</u>	<u>Rationale</u>
<p style="color: red;">1. Would you identify your race/ethnicity as Black American? Yes No</p> <p style="color: red;">2. Would you identify your race/ethnicity as Latino/Latina/Latinx? Yes No</p> <p style="color: red;">3. Would you identify your race/ethnicity as Indian/Native American? Yes No</p>	<p>2</p> <p>1</p> <p>1</p>		Self-identification	<p>In Mendocino County, African American individuals have been disproportionately targeted for drug arrests at a rate of 5 x their proportion to the population over 10 years. Extrapolating from national studies, African Americans are discriminated at every "access point" to the cannabis industry: ability to rent or purchase land; ability to secure financing; establish credit with suppliers; lack of ability to draw from accrued "family wealth"; restricted educational opportunities that provide necessary skills to participate; and others.</p> <p>In Mendocino County, Latinx/o/a and Native American group members</p>



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

				are impacted to a greater degree than white, Asian, Pacific Islanders and other ethnicities, but significantly less, in proportion to African Americans and so are granted 1 point.
4. Have you been raided, arrested, convicted, even if expunged, or participated in a restitution program in order to have charges dropped or reduced, <u>prior to 2016</u> ? Yes No	2		Declaration from an Attorney familiar with your conviction history and/or your case; law enforcement records; court documents, restitution fine receipts	Victims of cannabis law enforcement and the criminal justice system during the War on Drugs suffer the stress of continued scrutiny, loss of assets, difficulty in securing employment, and other obstacles to returning to a stable financial life. The “pay to play” restitution program in which the District Attorney agreed to drop more serious charges if an arrestee pled to a lesser offense, paid large fines, and agreed to a lengthy period of probation, kept a dark cloud of fear for, sometimes, years -- never knowing if otherwise lawful medical use of cannabis could activate new charges. Family trauma is real and an obstacle to getting life back to normal after a raid.
5. Have you been arrested for a cannabis related offense? Yes No	2			
6. Have you been convicted of a cannabis related offense even if you’ve had it expunged? Yes No	2			
7. Have you participated in a restitution program in order to have charges dropped or reduced? Yes No	2		Seizure receipt, other documentation that proves seizure took place Court documents, other documents that prove forfeiture resulted	
8. Have you had property or money seized for forfeiture related to a cannabis bust, whether you fought for and won its return, lost the forfeited assets or did not contest the forfeiture? Yes No	2		For raid vs arrest/conviction/restitution program: attorney declaration, other witness declaration, new (any media) report, law enforcement activity report	
9. Have you been subjected to a raid by law enforcement related to cannabis? Yes No	2			



Mendocino County  
Cannabis Local Equity Program  
Eligibility Verification Application

<p>10. Has your spouse or domestic partner, or a parent, grandparent guardian, sibling or child been subject to a law enforcement raid related to cannabis at a time that you lived with them or were engaged in cannabis activities with them? Yes No</p> <p>11. Have you or your spouse or domestic partner, or a parent, grandparent, guardian, sibling or child experienced a law enforcement raid related to cannabis within 5 miles of yours or their home or business at a time that you lived with them or were engaged in cannabis activities with them? Yes No</p> <p>12. Has your spouse or domestic partner, or parent, grandparent, guardian, sibling or child been arrested for a cannabis related offense (including as a juvenile) at a time that you lived with them or were engaged in cannabis activities with them? Yes No</p>	<p>2</p> <p>2</p> <p>2</p>		<p>Same list as above for arrest</p>	
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------	--	--------------------------------------	--



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

<p>13. Are you a Mendocino County legacy cultivator or operator of a non-cultivation cannabis business entity whose cannabis activity began or occurred before January 1, 2016? Yes No</p> <p>14. Did you apply for a Phase 1 cultivation permit and receive at least an embossed receipt? Yes No</p>	2		<p>Photos; gov't documentation; Collective Membership Documents, receipts from Dispensaries, cannabis museum and archive materials Participation in the 9.31 program.</p>	<p>Legacy cultivators and producers have been disproportionately set back by the War on Drugs, reducing or eliminating the ability to participate in the newly regulated, legal marketplace.</p>
<p>15. Have you experienced sexual assault, sexual intimidation, or sexual harassment, exploitation, domestic violence, and/or human trafficking while participating in the cannabis industry? Yes No</p>	2		<p>Crisis center or therapist report; personal statement; corroboration from counselor, attorney, family member or friend;</p>	<p>Emotional trauma results from violence and abuse aimed at women and is a direct result of the stressful and criminal practices associated with a Prohibition-induced underground culture; this context denies women the normal avenues of assistance and support they might otherwise access.</p>
<p>16. Are you a person who self-identifies as female, LGBTQ, gender-fluid, or a person of color or a person who is over 65 years old who has owned an applying cannabis business for at least 1 year? Yes No</p>	2		<p>Ownership by women and minority applicants is defined as holding 51% + ownership of the business for at least 1 year prior to application, proven with county or state records such as permits, licenses, tax records, registrations, or published and dated advertising, business receipts from BtoB transactions</p>	<p>This Equity ownership determination is intended to eliminate token or paper only façade of participation in cannabis business operations.</p>





# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

<p>17. Are you a person who self-identifies as female, LGBTQ, gender-fluid, or a person of color or a person who is over 65 years old who is interested in starting a cannabis business? Yes No</p>	2		<p>Self-identification and/or government id</p>	<p>There is a need to redress lack of access to commercial cannabis permits and licenses by people of color and women. Elder members of the cannabis community who have been prevented by the War on Drugs from participating in the legal cannabis marketplace have fewer resources and less time to start over as a cannabis business.</p>
<p>18. Is your total household adjusted gross income for 2020 below the poverty threshold provided by the state of California Yes No</p> <p>Household of 1\$14,700 ____ Household of 2\$17,240 ____ Household of 3\$21,720 ____ Household of 4\$26,200 ____ Household of 5\$30,680 ____ Household of 6\$35,160 ____ Household of 7\$39,640 ____ Household of 8\$44,120 ____</p> <p><i>*State Income Limits as defined by the California Department of Housing and Community Development, 4/30/2020</i></p>	2		<p>Income tax statements; bank records; proof of eligibility for Medi-Cal, food stamps, other gov't assistance for the entire household</p>	<p>Lower income individuals have a much harder time entering the legal marketplace, lacking money for business startups, fees, licenses, regulatory requirements, and other financial burdens.</p>
<p>19. Have you been denied a loan or had a bank account closed or denied or experienced other forms of financial discrimination due to the war on drugs? Yes No</p>	2		<p>Rejection letter from financial institution or notice of account closure; denial of financial services due to cannabis (federal prohibition or even just financial institution reluctance)</p>	<p>Due to federal regulation of financial institutions, this is a common form of discrimination against cannabis businesses and a key part of the War on Drugs.</p>



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

<p>20. Are you currently or have you been engaged in small-scale cultivation of less than 10,000 sf in the county; or participated in other cannabis activities such as manufacturing on a cottage level (1000 sq ft or less) and are not currently exceeding those small and cottage limits? Yes No</p>	2		<p>County permit, authorization or license (current or past); photos; receipts from dispensaries and collectives if tied to size of cultivation or production</p>	<p>The smallest cannabis operators have the least ability to enter the commercial cannabis market and would benefit disproportionately from equity grants to overcome financial hurdles.</p>
<p>21. Are you a person who currently works or previously worked in the cannabis industry in Mendocino County and who never owned a cannabis business? Yes No</p>	2		<p>Payroll records or statements from employers; testimony from co-workers; personal bookkeeping records;</p>	<p>Individuals who have worked in the cannabis industry may, along with other criteria, be eligible to begin their own business and could seek a grant or loan to do so. The War on Drugs prevented many from obtaining capital to start a business, and workers who did not own their own businesses would have had more difficulty in obtaining resources.</p>
<p>22. Have you been a victim of robbery and/or threat of violence connected with your cannabis activities? Yes No</p>	2		<p>Police reports; attorney attestations;</p>	<p>Due to Prohibition, cannabis operators were targets of criminal activity that inflicted long-term trauma as well as financial setbacks.</p>
<p>23. Have you lost a home or other property as a direct or indirect result of the War on Drugs? Yes No</p>	2		<p>Police report, report of theft of property to landlord, bank, mortgage company, county or other official records;</p>	<p>A major setback in family wealth is loss of property through criminal or law enforcement activities, preventing further participation in cannabis activities.</p>



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

24. Have you been unable to pay rent, mortgage or other debts due to the impact of the War on Drugs? Yes No	2		late payment notices, warning letters,	Identifying another financial burden that keeps victims of the WOD from returning to the work in the cannabis industry.
25. Are you a member of a cooperative, cannabis related nonprofit entity, or are a petitioning or established appellations organization toward which the equity funds will be directed for the purpose of the cannabis related activities of the cooperative, cannabis related nonprofit entity or petitioning appellation organization or established appellation? Yes No	2		bylaws, articles of incorporation, state or county document of recognition, notarized statement by recognized official of the entity verifying your relationship and funding arrangement;	This category awards, and thereby encourages, the formal collaboration of small operators around shared values, business models, and/or policies in order to share resources, scale up and be able to survive the transition into a larger marketplace.
26. Have you been forced to spend more than \$1000 on your property or premises to correct environmental degradation or substandard or unpermitted improvements or activities perpetrated by previous private or commercial activities, such as timber production? Yes No	2		receipts, county/state directive, proof that degradation or substandard or unpermitted development or activities resulted from a prior owner/occupant's actions or failure to act	Cannabis businesses are being required to clean up messes they did not create, and are being assessed additional fees by CDFW for updating existing culverts, etc., having an unfair impact on their ability to enter or re-enter the commercial marketplace. Those cannabis -specific assessments and fees disincentivizes people from becoming legal and encourages them to stay in the underground market.



# Mendocino County Cannabis Local Equity Program Eligibility Verification Application

27. Are you a business or other entity that will provide In-Kind Support to Equity Grantees in such forms as free rent for an initial startup period; free access to infrastructure or equipment for a period of time, or other similar essential assets that would help equity grantees wishing to start new businesses. Yes No	2		MOUs, contracts, letters of agreement -- any verification that comes from both sides, in-kind donor and potential recipient.	This mimics a benefit included in other equity programs statewide (Equity Incubator). It allows points for those businesses willing to give a helping hand to less resourced operators.
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---	--	------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## ~~Staff Use Only~~ Score Sheet

Type	Letter	Pass/Fail	Points
Qualification	A		
Qualification	B		
Qualification	C		
Qualification	D		
Qualification	E		
<b>TOTALS</b>			

Type	Letter	Pass/Fail	Points
Alternative Qualification	A		
Alternative Qualification	B		
Alternative Qualification	C		
Alternative Qualification	D		
Alternative Qualification	E		
Alternative Qualification	F		
Alternative Qualification	G		
<b>Total</b>			

**\*\*Points cannot be combined between the two tables.**



Mendocino County  
Cannabis Local Equity Program  
Eligibility Verification Application

Applicant(s) Name: \_\_\_\_\_

Qualification Verification ID: \_\_\_\_\_

Total points: \_\_\_\_\_

Eligible Maximum Request Amount: \_\_\_\_\_



Mendocino County Board of Supervisors  
501 Low Gap Road  
Ukiah, CA 95482

October 11, 2020

Re: Agenda Item 3b for 10/13/20 BoS Meeting

Discussion and Possible Action Including Presentation on the Cannabis Local Equity Program, Adoption of a Resolution Approving a Revised Mendocino County Local Equity Program Manual and Authorizing the Chief Executive Officer to Execute the Grant Agreement and Related Documents Including Extensions or Amendments (Sponsor: Planning and Building Services)

Honorable Supervisors,

MCA applauds the imminent opening of the Equity Grant process which we anticipate will provide much needed assistance to members of the cannabis community still recovering from the effects of the War on Drugs. MCA stands ready, as always, to assist the County in crafting fair eligibility criteria consistent with the requirements of this grant, as outlined by GoBiz. However, we also implore the County to separate the tasks of aligning the program to the current funding source requirements, as required by GoBiz, from the task of reworking the LEP Manual to encompass the larger, and foundational parameters of our local Equity Program. The re-worked LEP Manual can and should be used to apply for additional sources of funding to meet any needs and goals that are beyond the scope of this specific grant.

It is worth noting that a number of local grant authorities are currently in the process of changing their LEP's to more accurately meet state requirements as well as better serve their applicants by encompassing needs and goals that are broader than the current GoBiz grant.

Here are the specific revisions that MCA suggests<sup>1</sup> for the County's Local Equity Program Manual:

1. Eligibility criteria should be written to encompass the maximum number of applicants in

---

<sup>1</sup> On July 13, 2020, MCA provided the County with a detailed proposed program structure, including eligibility requirements and point matrix to determine award amounts based on extensive research and Equity Program comparisons. Staff was kind enough to meet with us but has not brought forward those suggested changes. At the time, Staff indicated it did not want to delay the roll-out of the program by changing the LEP Manual. However, now, 3 months later, Staff is recommending changes to the LEP Manual and GoBiz is still approving updated LEP Manuals in other jurisdictions,

the County whom the War On Drugs has impeded or prevented from participating in the legal, regulated industry. So, for example, the changes proposed in the 10/07/20 LEP Manual to the eligibility requirements could unnecessarily limit the reach of the program. While GoBiz may require certain types of eligibility requirements that can be incorporated into the list, it is imperative that care is taken to not unnecessarily limit the LEP Manual if such requirements are not specifically mandated.<sup>2</sup> Item number 5 is illustrative of the need to further adjust language in the LEP Manual to avoid unintentionally shutting out existing cultivation businesses from eligibility. Direct harm from the War On Drugs, as proven in a variety of ways as outlined below, should, and must, be the guiding principle regarding eligibility. Additional factors can then be utilized to determine the amount of the award each applicant is entitled to.

2. In line with the GoBiz recommendations for administering the current grant, MCA recommends that the County allow applicants to use these funds at their own discretion, for the purposes needed to recover from the effects of the War On Drugs on their new or existing businesses. An applicant's identification of the use of funds and demonstration of use of those funds for that purpose will provide accountability and allow the applicant to be eligible for future funds.

3. In order for the applicant to prove direct harm from the War On Drugs, the LEP Manual must include a provision that requires the County to cooperate and assist applicants in obtaining the needed documentation by giving access to relevant records needed to supply proof. For example, an applicant should be allowed to offer a notice from the District Attorney of a threatened asset forfeiture, as proof of w.o.d. impact. Likewise, proof that a raid was conducted, as provided by law enforcement, would be allowed as an illustration of direct harm, regardless of whether anyone was arrested. Types of proof should be listed as examples, but should not limit the proof required to prove the direct harm (i.e., "Proof of direct harm may include, but is not limited to..."). Sensitivity to the unique disadvantage of providing proof that victims of the War On Drugs face must be incorporated into the process.

4. Enable County staff evaluating grant applications to use a matrix of eligibility criteria so that, when appropriate, an increase in the amount of funding awarded is possible. This flexibility allows the County to specify different amounts in its award system and provide greater awards for those most severely impacted.

5. Adjust the recommended Eligibility Criteria so that the stated databases concerning poverty levels are adjusted to account for the unique position that cannabis businesses are in with respect to federal prohibition and I.R.S. Rule 280E which prohibits the depiction of ordinary businesses expenses. Cannabis industry applicants must be evaluated based on the net income of the cannabis businesses. However, to avoid grants to businesses that pay the owners high salaries or compensation, any pay to an Owner or immediate household member should be added back into the net if otherwise deducted when reporting the net income of that business.

6. Applicants who have successfully used equity grant funds to bring their businesses into the legal marketplace, or who are able to demonstrate use of the grant to achieve the applicant's stated purpose for the grant (i.e., install solar power for the business, or upgrade

---

<sup>2</sup> On 10/05/20, Staff emailed the Cannabis Ad Hoc a list of preferred avenues for addressing feedback from GoBiz regarding the eligibility requirements. However, Staff incorporated the most restrictive version into this draft LEP Manual dated 10/07/20, prior to getting feedback from the Ad Hoc or stakeholders.

the culvert to CDFW standards, etc.) should be eligible for further funding through a later grant.

In closing, it is imperative to separate out the two parallel goals of adjusting the specific grant distribution requirements in response to GoBiz's requests for *this particular grant* from the separate task of reworking our county's LEP Manual and overarching Equity Program. The LEP Manual and entire Equity Program must be written and designed in a manner that achieves the overall vision and purpose of *ANY* equity funding. It must stick to the principles intended of redressing the harm caused by the War On Drugs on those most impacted by it. The GoBiz grant and its requirements help fill a *portion* of those goals. Future grants from a variety of sources may be more broadly directed than this current grant, so it is important to have an LEP Manual that encompasses the broader vision and goals of the entire county Equity Program.

Thank you for your consideration.

Mendocino Cannabis Alliance





Mendocino County Board of Supervisors  
501 Low Gap Road  
Ukiah, CA 95482

July 16, 2021

Re: Item 5b on 7/20/2021 - Discussion and Possible Action Including Direction to Staff to Amend the County of Mendocino Cannabis Equity Program Including, But Not Limited To, Increasing the Income Threshold Associated with the Cannabis Equity Program's Eligibility Criteria, Simplifying the Grant Application Process, and Increasing the Amount of Funding Available Through the Direct Grant Program

---

Honorable Supervisors,

MCA is glad to see the Equity Program receiving additional attention from the Board. We fully support the increasing of the Income Threshold associated with the Cannabis Equity Program's eligibility criteria, simplifying the Grant Applicant Process, and increasing the amount of funding available through the Direct Grant Program.

In fact, MCA has made these recommendations previously. I call to your attention our attached memo, submitted to the Board on October 13, 2020, on this very topic. Prior to submitting the October memo, on July 13, 2020, MCA provided the County with a detailed proposed program structure, including eligibility requirements and point matrix to determine award amounts based on extensive research and Equity Program comparisons. Staff was kind enough to meet with us at that time, but those suggested changes were not implemented. At the time, Staff indicated they did not want to delay the roll-out of the program by changing the LEP Manual. However, by October 2020, and again now, Staff is recommending changes to the LEP Manual.

We urge the Board to consider the fact that MCA regularly provides the most well informed and considered input on every cannabis policy question that comes before you. As an organization made up of experts in every part of the cannabis supply chain and supportive consulting and legal industries, we have a unique ability to identify practical concerns and on the ground realities to which the Board does not have direct access. In several cases, including this one, recommendations made by MCA, if implemented earlier, could have saved the County untold difficulties and complications and provided numerous benefits for the entire Mendocino community. It is our hope that re-sharing our memo from 9 months ago with the same items that are being addressed today reinforces our ability to identify relevant factors in local cannabis policy implementation and that moving forward the Board better utilizes our willingness to share our expertise by seeking to integrate more of our recommendations prior to enacting policy.

Thank you for your consideration of the items raised above.

Mendocino Cannabis Alliance  
e: [info@mendocannabis.com](mailto:info@mendocannabis.com)



July 20th 2021

Re: BOS Meeting 7-20-2021 Agenda Item 5b

The Covelo Cannabis Advocacy Group would like to offer support for Agenda Item 5b to increase the income eligibility requirements for the Cannabis Equity Program and to discuss raising the award limits. Our organization has brought the income eligibility issues to the Board's awareness for some time now so we are happy to see this amendment change come forward. By raising the limits, more people that were impacted by the war on drugs will now be eligible to apply.

We do have a few questions concerning these proposed changes and have outlined them below:

1. Will applicants that have already been approved for the grant also receive additional funding if the County raises the award limits to a higher amount?
2. Are applicants eligible to apply more than one year for the equity grant funding or is this a one time award?
3. If an equity grant applicant is allowed to apply each year for funding, will the grant amount they receive in the first year go towards their income for the following year when they re-apply?  
*Example: An applicant makes a yearly salary of \$28,000 and receives grant funding for \$19,000. If they apply in the second year, is their total annual salary for that previous year now \$47,000?*
4. Do income taxes have to be paid for the equity grant amount that an applicant receives?
5. Can an applicant use the LEEP Technical Assistance Grant for technical support with a third party of their choosing or does it have to be used by in house support? The grant has not stated if this is allowed or not. *For example, if an applicant needs*

*help with bookkeeping, could the funds be used to hire a bookkeeper of the applicants choosing for the technical support?*

CCAG supports the changes and hopes to receive some clarification on the questions raised in this memo. Thank you for the opportunity to provide our comments.

Sincerely,



Monique Ramirez

For the Covelo Cannabis Advocacy Group



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 5C)**

---

**Agenda Title:**

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

**Recommended Action/Motion:**

Accept the Assistant Chief Executive Officer's Budget Report.

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: No Action Taken





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 5d)**

---

**To: Board of Supervisors**

**From: Planning and Building Services**

**Meeting Date:** July 20, 2021

**Department Contact:** Mark Cliser

**Phone:** 234-6650

**Department Contact:** Nash Gonzalez

**Phone:** 234-6650

**Item Type:** Noticed Public Hearing

**Time Allocated for Item:** 1.5 hours

**Agenda Title:**

Noticed Public Hearing - Discussion and Possible Action to Consider an Appeal of the Coastal Permit Administrator for Approval of a Boundary Line Adjustment Located Near Cleone (B\_2017-0043) to Align Parcel Boundaries with Coastal Zone Boundary and Remove Split Designations. Parcel "A" (APN: 069-320-01) Would Increase from 10.85 to 11.35± Acres, and Parcel "B" (APN: 069-320-02) Would Decrease from 10.85 to 10.35± Acres, Located at 32800 & 32700 Nameless Lane, Fort Bragg  
(Sponsor: Planning and Building Services)

**Recommended Action/Motion:**

Hear and deny appeal of the Coastal Permit Administrator's approval of Boundary Line Adjustment (B\_2017-0043), located near Cleone to align parcel boundaries with Coastal Zone Boundary and remove split designations, Parcel "A" (APN: 069-320-01) would increase from 10.85 to 11.35± acres, and parcel "B" (APN: 069-320-02) would decrease from 10.85 to 10.35± acres, located at 32800 & 32700 Nameless Lane, Fort Bragg; and modify the approval to include the requirement that the applicant prepare, or have prepared, partial reconveyances and/or modified deeds of trust, as applicable, in substantial compliance with the approved boundary line adjustment, and arrange for their concurrent recording with the documents that effectuate the boundary line adjustment.

**Previous Board/Board Committee Actions:**

In 1991, the Board adopted Division II of Title 20 of Mendocino County Code through Ordinance No. 3785. In 1998, the Board adopted Ord. No. 4001 establishing Mendocino County Code Chapter 17 (Division of Land Regulations) Section 17-17.5 (Boundary Line Adjustment).

**Summary of Request:**

On April 16, 2021 Attorney Colin Morrow, on behalf of Dr. William Schieve, filed an appeal of the decision by the Coastal Permit Administrator approving Boundary Line Adjustment application B\_2017-0043. The application requests a Boundary Line Adjustment between APNs 069-320-01 (Lot "A") and 069-320-02 (Lot "B") in order to align parcel boundaries with Coastal Zone Boundary and remove split designations. The project is located 4± miles north of the City of Fort Bragg. The subject parcels are approximately 700 feet east of the intersection of State Route 1 (SR-1) and Nameless Ln. within unincorporated Mendocino County. The properties are currently addressed at 32800 & 32700 Nameless Lane, Fort Bragg.

---

**Item #: 5d)**

---

The sole basis of the appeal, as specifically provided by counsel for the appellant, is that Boundary Line Adjustment B\_2017-0043 is not actually a boundary line adjustment because it will result in the creation of additional parcels. The appeal states the Boundary Line Adjustment will result in the creation of additional lots or parcels and will be “junior to two separate deeds of trust encumbering separate existing parcels” resulting in four different combination of fee interests and security interests. As reviewed in the staff memorandum for this item, Mendocino County Code Section 17-17.5, paragraph (H), specifically allows for the Subdivision Committee to add requirements to insure that the boundary line adjustment shall not have the effect of creating a new lot or parcel. In ruling on this appeal, the Board of Supervisors has the ability to modify the action of the Coastal Permit Administrator. Please see Staff Memorandum and related attachments for additional details.

**Alternative Action/Motion:**

Provide direction to Staff.

**How Does This Item Support the General Plan?**

Boundary Line Adjustment B\_2017-0043 removes the split of the parcels by the Coastal Zone boundary allowing for each lot to be subject to only one Division of the County Zoning Code rather than being subject to different Divisions of the County Zoning Code depending on where on the parcel future development is proposed. Consistent with MCC Section 20.304.045(D), the Coastal Zone boundary is treated as a de facto parcel line for the purposes of determining setbacks, lot cover and other development regulations and causes a hindrance to future development of either parcel that is subject to the Boundary Line Adjustment.

**Supervisory District:** District 4

**vote requirement:** Majority

**Supplemental Information Available Online At:**

<https://www.mendocinocounty.org/government/planning-building-services/public-notices>

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

**budget clarification:** N/A

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

**if no, please describe:**

**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, Deputy Clerk I

Final Status:Continued

Date: July 22, 2021



---

**Item #: 5d)**

---



**COUNTY OF MENDOCINO**  
**DEPARTMENT OF PLANNING AND BUILDING SERVICES**  
860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482  
120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

IGNACIO "NASH" GONZALEZ, INTERIM DIRECTOR  
JULIA KROG, ASSISTANT DIRECTOR  
TELEPHONE: 707-234-6650  
FAX: 707-463-5709  
FB PHONE: 707-964-5379  
FB FAX: 707-961-2427  
pbs@mendocinocounty.org  
www.mendocinocounty.org/pbs

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT the Mendocino County Board of Supervisors at their regular meeting on Tuesday, July 20, 2021, will conduct a public hearing on the following project at 9:00 a.m., or as soon thereafter as the item(s) may be heard. This meeting will be conducted virtually and not available for in person public participation (pursuant to State Executive Order N-29-20). 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.

Appeal of the Coastal Permit Administrator decision on April 8, 2021 in regards to the following matter:

**CASE:** B\_2017-0043

**DATE FILED:** 6/30/2017

**OWNER:** WM PARTNERSHIP, LLC & TRAVIS SWITHENBANK

**APPLICANT:** VANCE RICKS

**AGENT:** JIM RONCO

**REQUEST:** Boundary Line Adjustment to align parcel boundaries with Coastal Zone Boundary and remove split designations. Parcel "A" (APN: 069-320-01) would increase from 10.85 to 11.35± acres, and parcel "B" (APN: 069-320-02) would decrease from 10.85 to 10.35± acres.

**LOCATION:** In the Coastal Zone, 4± miles north of the city of Fort Bragg. The subject parcels are approximately 700 feet east of the intersection of State Highway 1 (SH-1) and Nameless Ln. within unincorporated Mendocino County. The properties are currently addressed at 32800 & 32700 Nameless Lane, Fort Bragg; APNs: Number(s): 069-320-01 and 069-320-02.

**ENVIRONMENTAL DETERMINATION:** Categorically Exempt

**SUPERVISORIAL DISTRICT:** 4

**STAFF PLANNER:** MARK CLISER

The staff reports, notices, and related materials will be available for public review 10 days prior to the scheduled hearing on the Department of Planning and Building Services website at: <https://www.mendocinocounty.org/government/planning-building-services/public-notices>

In order to minimize the risk of exposure during this time of emergency, the public may participate digitally in meetings in lieu of personal attendance. Comment may be made in any of the following ways: via written comment to [bos@mendocinocounty.org](mailto: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 here: <https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>. All written public comment will be made available to the Supervisors, staff, and the general public after processing by Clerk of the Board staff, and can be viewed as attachments to this meeting agenda at <https://mendocino.legistar.com/Calendar.aspx>.

For details and a complete 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>.

The Board of Supervisors action shall be final unless appealed to the Coastal Commission in writing within 10 working days following Coastal Commission receipt of a Notice of Final Action on this project. If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Clerk of



the Board of Supervisors or the Board of Supervisors at, or prior to, the public hearing. All persons are invited to appear and present testimony in this matter.

Additional information regarding the above noted item may be obtained by calling the Clerk of the Board of Supervisors at 707-463-4441, or the Department of Planning and Building Services at 707-234-6650, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the decision of the Board of Supervisors you may do so by requesting notification in writing and providing a self-addressed stamped envelope to the Clerk of the Board of Supervisors.

The County of Mendocino complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact Clerk of the Board of Supervisors at 707-463-4441 at least five days prior to the meeting.

Carmel J. Angelo  
Clerk of the Board



**COUNTY OF MENDOCINO**  
**DEPARTMENT OF PLANNING AND BUILDING SERVICES**  
860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482  
120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

IGNACIO 'NASH' GONZALEZ, INTERIM DIRECTOR  
JULIA KROG, ASSISTANT DIRECTOR  
TELEPHONE: 707-234-6650  
FAX: 707-463-5709  
FB PHONE: 707-964-5379  
FB FAX: 707-961-2427  
[pbs@mendocinocounty.org](mailto:pbs@mendocinocounty.org)  
[www.mendocinocounty.org/pbs](http://www.mendocinocounty.org/pbs)

## MEMORANDUM

DATE: JULY 20, 2021  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: MARK CLISER, PLANNER II, PLANNING AND BUILDING SERVICES  
SUBJECT: APPEAL OF COASTAL PERMIT ADMINISTRATOR APPROVAL OF BOUNDARY LINE  
ADJUSTMENT B\_2017-0043

On April 16, 2021, Attorney Colin Morrow, on behalf of Dr. William Schieve, filed an appeal of the decision by the Coastal Permit Administrator's approval of Boundary Line Adjustment application B\_2017-0043. The application requests a Boundary Line Adjustment between APNs 069-320-01 (Lot "A") and 069-320-02 (Lot "B") in order to align parcel boundaries with Coastal Zone Boundary and remove split designations. The project is located 4± miles north of the City of Fort Bragg. The subject parcels are approximately 700 feet east of the intersection of State Route 1 (SR-1) and Nameless Ln. (Private) within unincorporated Mendocino County. The properties are currently addressed at 32800 (Lot "A") & 32700 (Lot "B") Nameless Lane, Fort Bragg.

Lot "A", which is primarily located inland, will increase in size from approximately 10.8 acres to approximately 11.3 acres. This increase will occur in the southeast corner of Lot A, along Nameless Lane. Due to zoning and corridor setback requirements, the amount of increased buildable area is minimal. Lot "B", which is primarily located in the coastal zone, will decrease from approximately 10.8 acres to 10.3 acres. This decrease will occur in the northwest corner of Lot "B". Because of setback requirements to the adjacent parcels, the amount of decreased buildable area is minimal. (Attachment C, Page 7 – Tentative Map).

The boundary line adjustment was heard by the Coastal Permit Administrator as a coastal development standard permit pursuant to Mendocino County Code section 20.532.015(D), as portions of both existing parcels are within the Coastal Zone.

The sole basis for the appeal, pursuant to Mr. Morrow's letter dated April 16, 2021, is that the boundary line adjustment would result in the creation of additional lots or parcels as those terms are defined by the Subdivision Map Act (Government Code section 66000 *et seq.*). Government Code section 66412, subdivision (d), provides that a boundary line adjustment cannot create a greater number of parcels than originally existed.

Pursuant to Mendocino County Code section 20.544.015, in reviewing this appeal the Board of Supervisors, after considering the notice and Planning and Building Services Department report may remand, affirm, reverse or modify any such decision, determination or requirement as it finds in compliance with this Division and the Coastal Element of the General Plan. The Board of Supervisors shall adopt findings which specify the facts relied upon in deciding the appeal, and the findings shall state the reasons for any conditions imposed. The decision of the Board of Supervisors is final unless the decision is appealed to the California Coastal Commission.

### **BOUNDARY LINE ADJUSTMENT REQUIREMENTS**

Government Code section 66424 of the Subdivision Map Act defines "subdivision," in relevant part, as

follows:

*the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease, or financing, whether immediate or future.*

The Subdivision Map Act includes certain specific exemptions from the various requirements of the Act, including for boundary line, or lot line, adjustments. Government Code section 66412, subdivision (d), reads as follows:

*(d) A lot line adjustment between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created, if the lot line adjustment is approved by the local agency, or advisory agency. A local agency or advisory agency shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances. An advisory agency or local agency shall not impose conditions or exactions on its approval of a lot line adjustment except to conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements. No tentative map, parcel map, or final map shall be required as a condition to the approval of a lot line adjustment. The lot line adjustment shall be reflected in a deed, which shall be recorded. No record of survey shall be required for a lot line adjustment unless required by Section 8762 of the Business and Professions Code. A local agency shall approve or disapprove a lot line adjustment pursuant to the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1).*

Mendocino County Division of Land Regulations – Chapter 17 – contains the County's procedure for boundary line adjustments. Section 17-17.5 defines a boundary line adjustment as "the transfer of property by deed to a respective owner or owners of contiguous property for the purpose of adjusting a boundary line and not for the purpose of creating an additional lot or parcel." In order for a transfer of property to be treated as a boundary line adjustment rather than as a division of land, the Applicant shall submit a tentative map that is clearly marked "Boundary Line Adjustment" (Attachment B – Tentative Map). The tentative map shall be reviewed by the Subdivision Committee subject to whatever conditions it deems reasonable and that conform to Government Code Section 66412, subdivision (d), including requirements to insure that the adjustment shall not have the effect of creating a new parcel.

The central point of the appeal is that the boundary line adjustment cannot be granted because, due to the existence of deeds of trust on both properties involved, the adjustment will necessarily create two additional parcels. Based on the following analysis staff does not believe this is the necessary conclusion and recommends denial of the appeal, but modifying the determination of the Coastal Permit Administrator to include specific direction regarding the processing of the boundary line adjustment.

The appeal refers to the definition of "subdivision" and an Attorney General's Opinion regarding the same. The definition of "subdivision" does include "the division ... for the purpose of sale, lease or financing." The cited opinion does conclude that the act of creating several deeds of trust upon different portions of a parcel constitute a subdivision. However, the opinion is concerned with the *placement* of deeds of trust on different portions of a parcel, in order to have the effect of creating separate portions of property for financing or sale without regard to the land use planning requirements of the Subdivision Map Act and local regulations. At issue here are two properties with *existing* deeds of trust and no apparent plan to create new financing in an attempt to create new developable "lots" without compliance with the Subdivision Map Act.

The appeal takes the position that processing of the boundary line adjustment will necessarily result in a conflict between the property descriptions attached to the two deeds of trust and the updated property descriptions following the adjustment. This position does not take into account that property descriptions

of a deed of trust can be modified and/or partially reconveyed to reflect the updated boundaries.

Government Code section 66412(d) may provide only limited ways to review and condition the approval of a boundary line adjustment, but the overarching requirement of a boundary line adjustment remains the same: a greater number of parcels than originally existed cannot be created. Mendocino County Code section 17-17.5, paragraph (H) acknowledges this limitation and provides that the County may attach requirements to “insure that the adjustment shall not have the effect of creating a new parcel.” While it is entirely appropriate for an applicant to seek a modification of a deed of trust with a lender concurrently with the boundary line adjustment, it is also entirely reasonable for the County to require any modification of a deed of trust prior to finalizing a boundary line adjustment, in order to insure that the adjustment could not have the effect of creating a new parcel.

The County’s existing procedure for processing boundary line adjustments includes the County’s review, after the approval of the application, of the deeds and the legal descriptions to confirm that they conform to the County’s approval. It is clearly within the scope of the County’s authority to require that this process additionally require the applicant to prepare partial reconveyances and/or modified deeds of trust in substantial compliance with the boundary line adjustment and require the recording of the same concurrent with the documents that effectuate the boundary line adjustment. This procedure eliminates the potential creation of new parcels as hypothesized by the appeal.

In addition to the County’s typical boundary line adjustment process, boundary line adjustments in the Coastal Zone are heard by the Coastal Permit Administrator as a coastal development standard permit pursuant to Mendocino County Code section 20.532.015(D), as portions of both existing parcels are within the Coastal Zone.. The purpose of the Coastal Permit Administrator review is “to insure that proposed development will protect, maintain, and, where feasible, enhance and restore the overall quality of the coastal zone environment and its natural and artificial resources.” All Coastal Development Permits are subject to the required findings in MCC Section 20.532.095, and the Coastal Permit Administrator may also subject the project to conditions it deems reasonable.

Mendocino County Code Section 20.524.025(E) states “A land division or boundary line adjustment shall not result in a parcel having more than one (1) zoning district designation, not including combining district designation(s), if such designation would adversely affect environmental resources or agricultural use of the property.” Boundary line adjustment B\_2017-0043 will remove multiple zoning designations from both Lots, placing the entirety of Lot “A” within the Inland Zoning District and the entirety of Lot “B” within the Coastal Zone.

In addition, Boundary Line Adjustment B\_2017-0043 removes the split of the parcels by the Coastal Zone boundary allowing for each lot to be subject to only one Division of the County Zoning Code rather than being subject to different Divisions of the County Zoning Code depending on where on the parcel future development is proposed. The Coastal Zone boundary is treated as a de facto parcel line for the purposes of determining setbacks, lot cover and other development regulations and causes a hindrance to future development of either parcel that is subject to the Boundary Line Adjustment. MCC Section 20.304.045(D) states that:

*(D) Where a parcel is bisected by a Commercial/Residential or Rural Village/Residential zoning district boundary and or the Coastal Zone Boundary, the regulations of each district shall apply separately to that portion of the parcel lying in either district, and*

*(1) It shall not be construed that the provisions or requirements of either district apply to the entire parcel.*

*(2) The district boundary shall be considered a de facto parcel line for the purposes of determining setbacks, lot coverage and other development regulations of this division.*

## CHRONOLOGY: SUBDIVISION COMMITTEE AND COASTAL PERMIT ADMINISTRATOR ACTIONS

The application for the Boundary Line Adjustment was submitted on June 30, 2017 in conjunction with Subdivision application S\_2017-0003. The intent was to process both projects simultaneously. On July 28, 2017 an incomplete letter was sent to the applicant stating several items, including a Botanical / Wildlife Survey, were required to deem the application complete. With no response from the Applicant the incomplete letter was again sent on October 30, 2017.

On December 11, 2017 Staff sent referral packets to responsible agencies for comments. Sonoma Mendocino Coast District Department of Parks and Recreation provided comments which included a request for a biological survey addressing wetlands and any potential impacts to Environmentally Sensitive Habitat Areas (ESHA). Upon submittal of the biological survey by the applicant, Staff re-referred the project to responsible agencies on June 17, 2019.

On March 3, 2019, Code Enforcement logged a complaint for the subject parcel regarding possible illegal vegetation removal followed by a second complaint on August 7, 2019 for possible unpermitted tree clearing. On February 24, 2020, Staff received letters of concern from the public regarding possible hazardous waste dumping on the subject parcel. Staff then requested a revised application to address these concerns. The revised material requested included:

1. An "Accompanying Statement" which addresses all applicable aspects required by Mendocino County Code Section 17.41(C)
2. A revised and newly dated tentative map
3. A preliminary Title Report noting the change in ownership
4. A feasibility report indicating the quantity and quality of water available at the proposed source
5. A Soils Report
6. A revised State Fire Safe Regulations Application
7. Demonstration that removal of any trees was lawful
8. A Hazardous Material Incident report demonstrating the hazardous waste dumping was remediated
9. A revised Biological Study / Botanical report

Due to the complicated nature of the Subdivision, the Applicant chose to separate the projects and bring the Boundary Line Adjustment to hearing first.

Staff visited the project site on December 4, 2020 with CDFW and noted that the eastern portion of Lot "B" (coastal lot) is hydrologically connected to the Inglenook Fen watershed. As such, any future development on Lot "B" would be required to establish buffer areas around the fen. This is reflected in Condition 8 of the attached Staff Report which states, "A note shall be placed on the deeds and/or legal descriptions stating that, 'Future development may require additional studies and/or may be subject to restrictions' and 'Future development shall be in conformance with the criteria for development within Environmentally Sensitive Habitat Areas (MCC Chapter 20.496) and Visual Resource and Special Treatment Areas (MCC Chapter 20.504) as set forth in the Coastal Plan and Coastal Zoning Code.'" Comments from CCC also noted the fen on Lot "B" and were in support of CDFW's request for future studies and restrictions as part of any future subdivision or subsequent development subject to discretionary review.

Upon review of public comments, Staff sent a memorandum to the Coastal Permit Administrator on April 7, 2021 with revised findings, clarifying the project is only for a lot line adjustment and does not include or involve any development (Attachment H – Memorandum to CPA). Staff addressed public concerns both from individuals as well as from the Concerned Neighbors of the Cleone Community and noted the concerns are more focused on any future subdivision or development and are not part of the Boundary Line Adjustment. However, the concerns are warranted and will be addressed in any future subdivision or subsequent development.

The project was heard on April 8, 2021 at Subdivision Committee where it was approved with standard

conditions and an additional condition stating existing septic systems on Lot "A" shall be brought into compliance to the satisfaction of the Department of Environmental Health. Later that same day the project was then heard by the Coastal Permit Administrator. At the hearing Staff addressed how Boundary Line Adjustment B\_2017-0043 conforms to County plans.

- Mendocino County Coastal Element Policy 3.1-32 states boundary line adjustments will not be permitted if any parcel created as a result will be entirely within an ESHA, or any parcel being created does not have an adequate building site which would allow for development. The project will not create either scenario
- The project is not in an area where natural grade exceeds 30 percent slope. As such, the project is in conformance with coastal element policy 3.8-7 which addresses sewage disposal systems
- The project is not in a highly scenic area or tree removal area, per policy 3.5-3
- The project will not result in a change in density as it does not provide for divisions beyond that which currently exist
- The project will not result in a parcel having more than one zoning designation
- The project will not create any new parcels
- No substandard parcels will result from the adjustment as both parcels are currently above-standard in size and consistent with their zoning designations
- The project is not located on property containing pygmy vegetation or soils capable of producing pygmy vegetation
- No impacts to any riparian areas will be incurred as a result of this Boundary Line Adjustment, nor will it significantly degrade or destroy the habitat for any endangered plant and animal species

Staff also determined that the project is categorically exempt from the California Environmental Quality Act per Section 15305, Class 5(a), which exempts projects that do not result in any changes in land use or density, including minor lot line adjustments not resulting in the creation of any new parcels. Any future projects on either parcel will need to undergo a separate environmental determination.

After brief comments by Agents James Ronco and Vance Ricks, the hearing was opened to the public, including those who were in opposition to the project. Comments included, but were not limited to, the project being piecemealed, its inconsistency with the General Plan, and inadequate review of previous contamination on the project site. Following public comment, Staff provided clarification of the proposed subdivision application that had been submitted for 11 parcels. A soils report regarding toxic substances was submitted but is still under review by both the Department of Environmental Health and the State Water Board. The Coastal Permit Administrator noted that the project was not resulting in a subdivision and any subdivision or development application would be treated separately, but that any code violations should be addressed prior to recordation of the Boundary Line Adjustment. As such, Condition number 9 was added stating that "prior to completion of the Boundary Line Adjustment B\_2017-0043, the owner/applicant shall fully address all code violations currently associated with the property and it shall be demonstrated to the satisfaction of Planning and Building Services prior to the new deeds being recorded". The above noted condition from Subdivision Committee was also added as Condition number 10 and the project was approved by the Coastal Permit Administrator.

### **RECOMMENDED MOTION**

The sole basis of the appeal, as specifically provided by counsel for the appellant, is that Boundary Line Adjustment B\_2017-0043 is not actually a boundary line adjustment because it will result in the creation of additional parcels. As reviewed above, Mendocino County Code Section 17-17.5, paragraph (H), specifically allows for the Subdivision Committee to add requirements to insure that the boundary line adjustment shall not have the effect of creating a new lot or parcel. In ruling on this appeal, the Board of Supervisors has the ability to modify the action of the Coastal Permit Administrator. Consistent with the above analysis, staff recommends the following motion on the appeal:

Deny the appeal of the Coastal Permit Administrator's approval of Boundary Line Adjustment (B\_2017-0043), located near Cleone to align parcel boundaries with Coastal Zone Boundary and remove split designations, Parcel "A" (APN: 069-320-01) would increase from 10.85 to 11.35± acres, and parcel "B"

(APN: 069-320-02) would decrease from 10.85 to 10.35± acres, located at 32800 & 32700 Nameless Lane, Fort Bragg; and modify the approval to include the requirement that the applicant prepare, or have prepared, partial reconveyances and/or modified deeds of trust, as applicable, in substantial compliance with the approved boundary line adjustment, and arrange for their concurrent recording with the documents that effectuate the boundary line adjustment.

ATTACHMENTS:

- A. Application (pages 1 – 4)
- B. Revised Application (pages 5 – 7)
- C. Staff Report (pages 8 – 15)
- D. Staff Report Attachments (pages 16 – 32)
- E. Public Comments (pages 33 – 55)
- F. Public Comment - Vannucci Momsen Morrow (pages 56 – 189)
- G. Coastal Permit Administrator Action Sheet (page 190)
- H. Staff Memorandum to Coastal Permit Administrator (page 191)
- I. Appeal Form





Planning and Building  
Services

Case No: B-2017-0043  
CalFire No: \_\_\_\_\_  
Date Filed: 6/30/2017  
Fee: 1,410.00  
Receipt No: 16227  
Received By: JA

Office use only

### APPLICATION FORM

**APPLICANT**

Name: Vance Recks Phone: 707-891-3414  
Mailing Address: 10580 West Rd  
City: Redwood Valley State/Zip: Ca 95480 email: vancrstv@gmail.com

**PROPERTY OWNER**

Name: Travis Swithenbank Phone: 707-964-7460  
Mailing Address: P.O. Box 1600  
City: Et. Bragg State/Zip: Ca 95437 email: \_\_\_\_\_

**AGENT**

Name: Jim Renco Phone: 707-477-7616  
Mailing Address: 445 N. State St.  
City: Ukiah State/Zip: Ca 95482 email: jim@jimrencoconsulting.com

Assessor's Parcel Number(s)	Parcel Owner(s)	Street Address	Acreage Adjusted Before After	
069-320-01	Swithenbank	32700 Nameless Ln	10.85ac	11.35ac
069-320-02	Swithenbank	32800 Nameless Ln	10.86	10.35

Briefly describe the proposed parcel adjustments: (Acreage to be adjusted from Assessor's Parcel Number into Assessor's Parcel Number, etc.):

re organization of existing legal parcels (Pd 1 & 2 Ms. 19-76)  
to confirm with inland & coastal zone boundary lines

I certify that the information submitted with this application is true and accurate.

Jim Renco  
Signature of Applicant/Agent

6/28/17  
Date

[Signature]  
Signature of Owner

6/28/17  
Date



**Project Description Questionnaire  
For Boundary Line Adjustments  
Located In the Coastal Zone**

The purpose of this questionnaire is to provide additional information related to the Coastal Zone concerning your application to the Department of Planning and Building Services and other agencies who will be reviewing your project proposal. Please remember that the clearer the picture that you give us of your project and the site, the easier it will be to promptly process your application. Please answer all questions.

<b>Present Use Of Property</b>																																									
<p>1. Are there existing structures on the property? <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p style="margin-left: 20px;">If yes, describe below, and identify the use of each structure on the map to be submitted with your application.</p> <p style="font-size: 1.2em; margin-left: 20px;"><u>"01" has 3 residential structures consisting of 5300 sq ft combined which will remain unchanged</u></p>																																									
<p>2. Will any existing structures be demolished? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">Will any existing structures be removed? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">If yes to either question, describe the type of development to be demolished or removed, including the relocation site, if applicable?</p>																																									
<p>3. Lot area (within property lines): <u>21.71</u>    <input type="checkbox"/> square feet    <input checked="" type="checkbox"/> acres.</p>																																									
<p>4. Lot Coverage:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;"></th> <th style="width:30%; text-align: center;">Existing</th> <th style="width:40%; text-align: center;">Proposed after Adjustment</th> </tr> </thead> <tbody> <tr> <td><u>LOT 1</u></td> <td></td> <td></td> </tr> <tr> <td>Building Coverage</td> <td style="text-align: center;"><u>5300</u> sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>Paved Area</td> <td style="text-align: center;">_____ sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>Landscaped Area</td> <td style="text-align: center;">_____ sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>Unimproved Area</td> <td style="text-align: center;"><u>46776</u> sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: center;"><u>47306</u></td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td><u>LOT 2</u></td> <td></td> <td></td> </tr> <tr> <td>Building Coverage</td> <td style="text-align: center;"><u>0</u> sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>Paved Area</td> <td style="text-align: center;">_____ sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>Landscaped Area</td> <td style="text-align: center;">_____ sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>Unimproved Area</td> <td style="text-align: center;"><u>47306</u> sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: center;"><u>47306</u> sq ft</td> <td style="text-align: center;">_____ sq ft</td> </tr> </tbody> </table> <p style="font-size: 0.8em; margin-top: 5px;">(If more than two lots are being adjusted, submit the above information for each additional lot on an attached sheet.)</p>				Existing	Proposed after Adjustment	<u>LOT 1</u>			Building Coverage	<u>5300</u> sq ft	_____ sq ft	Paved Area	_____ sq ft	_____ sq ft	Landscaped Area	_____ sq ft	_____ sq ft	Unimproved Area	<u>46776</u> sq ft	_____ sq ft	TOTAL:	<u>47306</u>	_____ sq ft	<u>LOT 2</u>			Building Coverage	<u>0</u> sq ft	_____ sq ft	Paved Area	_____ sq ft	_____ sq ft	Landscaped Area	_____ sq ft	_____ sq ft	Unimproved Area	<u>47306</u> sq ft	_____ sq ft	TOTAL:	<u>47306</u> sq ft	_____ sq ft
	Existing	Proposed after Adjustment																																							
<u>LOT 1</u>																																									
Building Coverage	<u>5300</u> sq ft	_____ sq ft																																							
Paved Area	_____ sq ft	_____ sq ft																																							
Landscaped Area	_____ sq ft	_____ sq ft																																							
Unimproved Area	<u>46776</u> sq ft	_____ sq ft																																							
TOTAL:	<u>47306</u>	_____ sq ft																																							
<u>LOT 2</u>																																									
Building Coverage	<u>0</u> sq ft	_____ sq ft																																							
Paved Area	_____ sq ft	_____ sq ft																																							
Landscaped Area	_____ sq ft	_____ sq ft																																							
Unimproved Area	<u>47306</u> sq ft	_____ sq ft																																							
TOTAL:	<u>47306</u> sq ft	_____ sq ft																																							
<p>5. Parking will be provided as follows:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">LOT 1</td> <td style="width:30%;">Existing Spaces <u>4</u></td> <td style="width:50%;">Proposed Spaces <u>same</u></td> </tr> <tr> <td>LOT 2</td> <td>Existing Spaces <u>none</u></td> <td>Proposed Spaces <u>none</u></td> </tr> </table> <p style="font-size: 0.8em; margin-top: 5px;">(If more than two lots are being adjusted, submit the above information for each additional lot on an attached sheet.)</p>			LOT 1	Existing Spaces <u>4</u>	Proposed Spaces <u>same</u>	LOT 2	Existing Spaces <u>none</u>	Proposed Spaces <u>none</u>																																	
LOT 1	Existing Spaces <u>4</u>	Proposed Spaces <u>same</u>																																							
LOT 2	Existing Spaces <u>none</u>	Proposed Spaces <u>none</u>																																							

6. Is any grading or road construction planned? ☐ Yes ☒ No  
If yes, grading and drainage plans may be required. Also, describe the terrain to be traversed (e.g., steep, moderate slope, flat, etc.):

For grading or road construction, complete the following:

- (A) Amount of cut: \_\_\_\_\_ cubic yards  
(B) Amount of fill: \_\_\_\_\_ cubic yards  
(C) Maximum height of fill slope: \_\_\_\_\_ feet  
(D) Maximum height of cut slope: \_\_\_\_\_ feet  
(E) Amount of import or export: \_\_\_\_\_ cubic yards  
(F) Location of borrow or disposal site: \_\_\_\_\_

7. Will the proposed development convert land currently or previously used for agriculture to another use? ☒ Yes  
☒ No

If yes, how many acres will be converted? \_\_\_\_\_ acres. (An agricultural economic feasibility study may be required.)

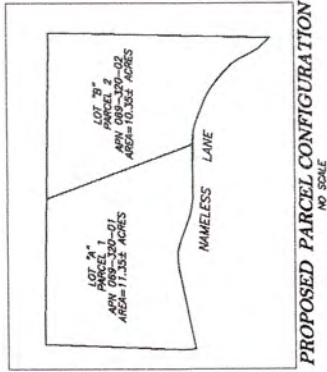
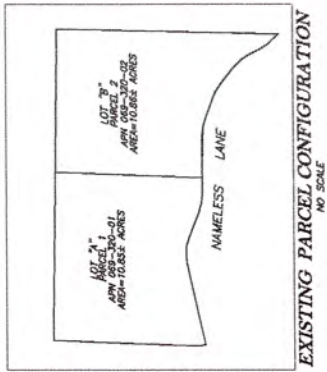
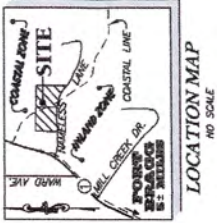
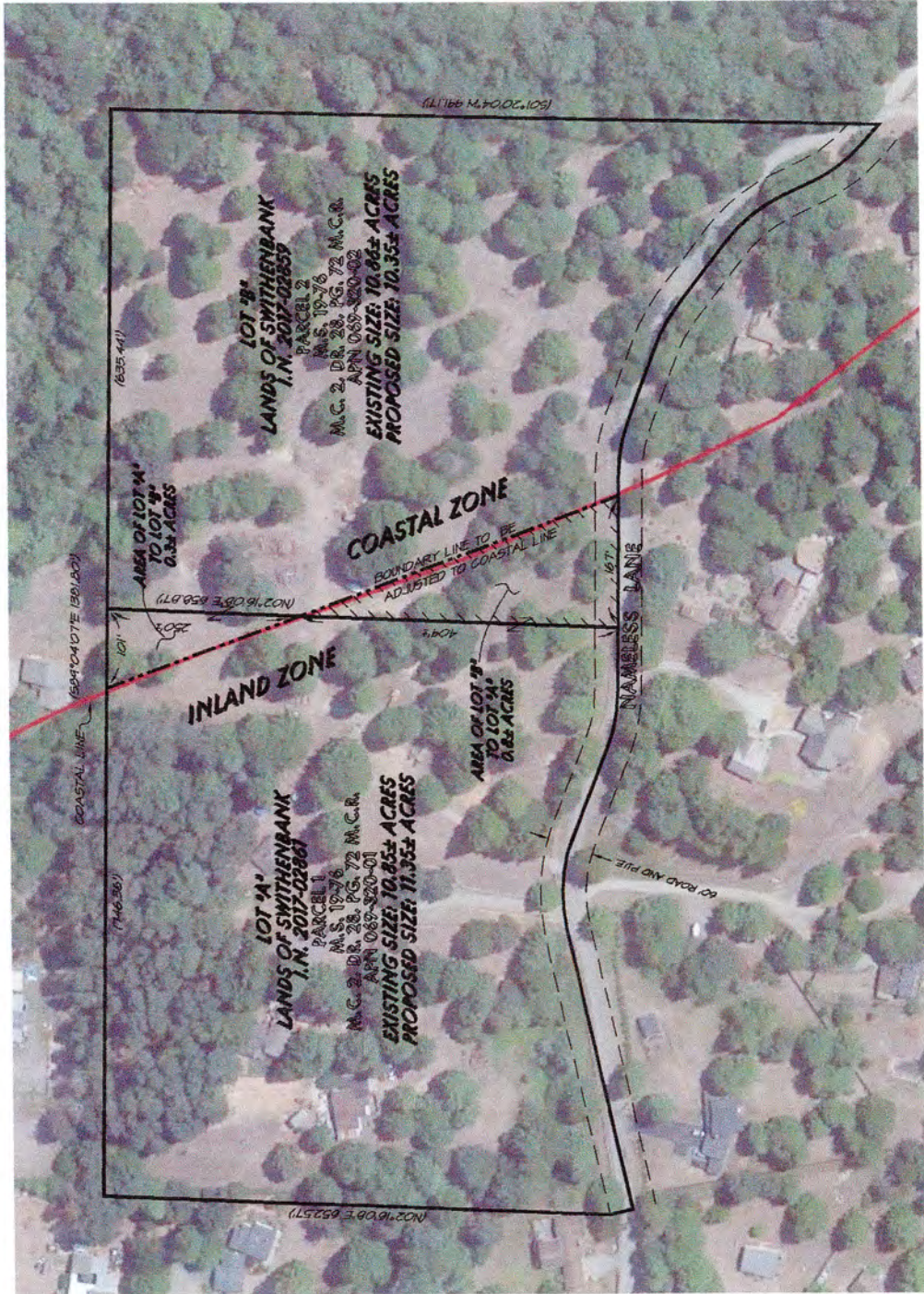
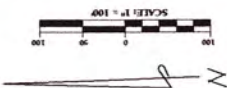
8. Will the alteration of parcel boundaries create any new building sites which are visible from State Highway 1 or other scenic route? ☐ Yes ☒ No

9. Will the alteration of parcel boundaries create any new building sites which are visible from a park, beach or other recreational area? ☐ Yes ☒ No

If you need more room to answer any question, please attach additional sheets.

# BOUNDARY LINE ADJUSTMENT

**LANDS OF SWITHENBANK  
32800 & 32700 NAMELESS LANE  
FORT BRAGG, CA.  
APN 069-320-01 & 02**



**VANCE  
LAND SURVEYING**  
10860 WEST ROAD REDWOOD VALLEY, CA 94570 (707) 891-8414





PLANNING & BUILDING  
SERVICES

CASE NO:	_____
DATE FILED:	_____
FEE:	_____
RECEIPT NO:	_____
RECEIVED BY:	_____
Office Use Only	

**REVISED**  
**BOUNDARY LINE ADJUSTMENT APPLICATION FORM**

**APPLICANT**

Name: Vance Ricks Phone: 707-891-34141  
Mailing Address: 10580 West Rd.  
City: Redwood Valley State/Zip: CA. 95480 Email: vancestr@gmail.com

**PROPERTY OWNER**

Name: WM Partnership, LLC (1) Travis Swithenbank (2) Phone: 707-964-7460  
Mailing Address: P.O. Box 1660  
City: Ft. Bragg State/Zip: Ca. 95437 Email: travis@swithenbankconstruction.com

**AGENT**

Name: Jim Ronco Phone: 707-477-7616  
Mailing Address: 445 N. State St.  
City: Ukiah State/Zip: Ca. 95482 Email: jim@jimroncoconsulting.com

LOT NO.	ASSESSOR'S PARCEL NUMBERS	PARCEL OWNER/S	STREET ADDRESS	LOT ACREAGE BEFORE / AFTER	
1	069-320-01	WM	32700 Nameless	10.85	11.35
2	069-320-02	Swithenbank	32700 Nameless	10.86	10.35

BRIEFLY DESCRIBE THE PROPOSED PARCEL ADJUSTMENTS: (ACREAGE TO BE ADJUSTED FROM ASSESSOR'S PARCEL NUMBER INTO ASSESSOR'S PARCEL NUMBER, ETC.)

reorganizaation of existing parcels to to conform with inland and coastal zoning boundary lines

I certify that the information submitted with this application is true and accurate.

Signature of Applicant/Agent *Jim Ronco* Date *2/2/21*

Signature of Owner *[Signature]*

Date *2/2/21*

## Project Description Questionnaire for Boundary Line Adjustments Located In the Coastal Zone

The purpose of this questionnaire is to provide additional information related to the Coastal Zone concerning your application to the Department of Planning and Building Services and other agencies who will be reviewing your project proposal. Please remember that the clearer the picture that you give us of your project and the site, the easier it will be to promptly process your application. Please answer all questions.

### PRESENT USE OF PROPERTY

1) Are there existing structures on the property? ☒ Yes ☐ No

If yes, describe below, and identify the use of each structure on the map to be submitted with your application.

WM parcel has 3 residential structures with a combined square footage of <5300 sq ft.

2) Will any existing structures be demolished? ☐ Yes ☒ No Will any existing structures be removed? ☐ Yes ☐ No

If yes to either question, describe the type of development to be demolished or removed, including the relocation site, if applicable.

3) Lot area (within property lines): 21.71 ☒ acres ☐ square feet

4) Lot Coverage:

LOT 1	EXISTING	PROPOSED	LOT 2	EXISTING	PROPOSED
Building Coverage	<5300 SF	same SF	Building Coverage	0 SF	0 SF
Paved Area	_____ SF	_____ SF	Paved Area	_____ SF	_____ SF
Landscaped Area	_____ SF	_____ SF	Landscaped Area	_____ SF	_____ SF
Unimproved Area	467761 SF	_____ SF	Unimproved Area	473300 SF	_____ SF
TOTAL:	473306 SF	_____ SF	TOTAL:	473300 SF	_____ SF

LOT 3	EXISTING	PROPOSED	LOT 4	EXISTING	PROPOSED
Building Coverage	_____ SF	_____ SF	Building Coverage	_____ SF	_____ SF
Paved Area	_____ SF	_____ SF	Paved Area	_____ SF	_____ SF
Landscaped Area	_____ SF	_____ SF	Landscaped Area	_____ SF	_____ SF
Unimproved Area	_____ SF	_____ SF	Unimproved Area	_____ SF	_____ SF
TOTAL:	_____ SF	_____ SF	TOTAL:	_____ SF	_____ SF

5) Parking will be provided as follows:

LOT 1	Existing Spaces: 4	Proposed Spaces: same
LOT 2	Existing Spaces: _____	Proposed Spaces: _____
LOT 3	Existing Spaces: _____	Proposed Spaces: _____
LOT 4	Existing Spaces: _____	Proposed Spaces: _____

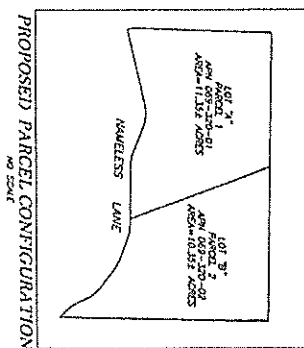
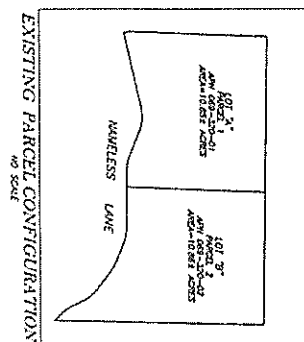
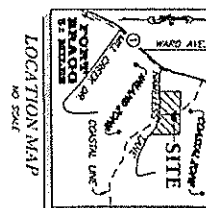
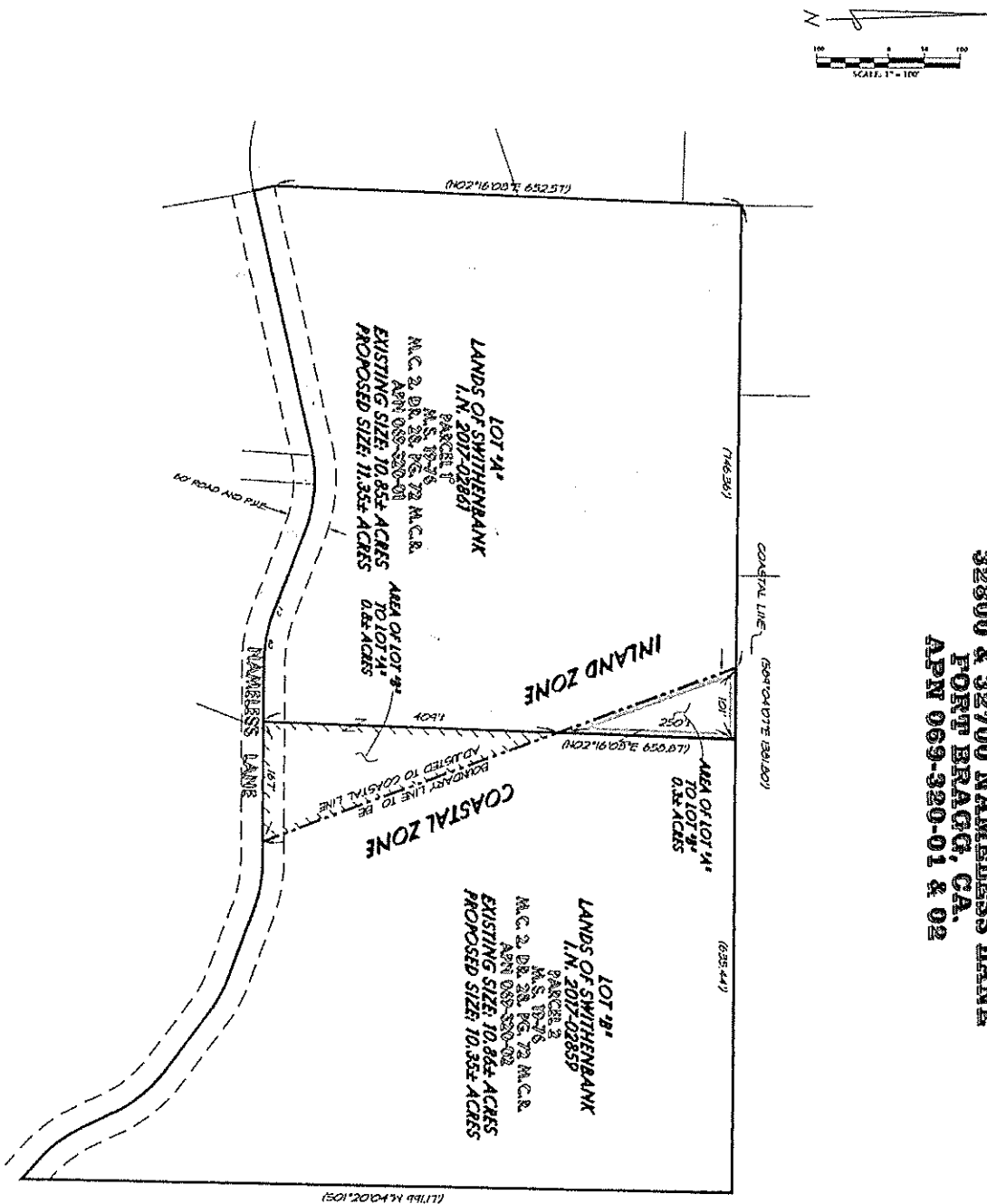
6) Will the alteration of parcel boundaries create any new building sites which are visible from State Highway 1 or another scenic route? ☐ Yes ☒ No

7) Will the alteration of parcel boundaries create any new building sites which are visible from a park, beach or other recreational area? ☐ Yes ☒ No

ANY ADDITIONAL DEVELOPMENT INCLUDING, BUT NOT LIMITED TO, BUILDING CONSTRUCTION, GRADING OR TREE REMOVAL IS NOT REVIEWED AS PART OF A BOUNDARY LINE ADJUSTMENT AND REQUIRES A SEPARATE COASTAL DEVELOPMENT PERMIT.

If you need more room to answer any question, please attach additional sheets.

**LEADS OF SWITZERBANK  
32800 & 32700 NAMELESS LANE  
FORT BRAGG, CA.  
APN 069-320-01 & 02**



**VANCE**  
**LAND SURVEYING**  
10000 WEST HIGHLAND HILLSWOOD VALLEY, CA 94020 (707) 867-3334



## COUNTY OF MENDOCINO

### DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482

120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

IGNACIO 'NASH' GONZALEZ, INTERIM DIRECTOR

TELEPHONE: 707-234-6650

FAX: 707-463-5709

FB PHONE: 707-964-5379

FB FAX: 707-961-2427

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

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

March 26, 2021

#### NOTICE OF PUBLIC HEARING

#### AMENDED

NOTICE IS HEREBY GIVEN THAT the Mendocino County Coastal Permit Administrator at their regular meeting on Thursday, April 8, 2021 at 11:00 a.m. will conduct a public hearing on the following project at the time listed or as soon thereafter as the item may be heard. This meeting will be conducted virtually and not available for in person public participation (pursuant to State Executive Order N-29-20). In order to minimize the risk of exposure during this time of emergency, the public may participate digitally or via telecomment, in meetings by sending comments to [pbscommissions@mendocinocounty.org](mailto:pbscommissions@mendocinocounty.org) and is available for viewing on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo>.

**CASE:** B\_2017-0043

**DATE FILED:** 6/30/2017

**OWNER:** WM PARTNERSHIP, LLC & TRAVIS SWITHENBANK

**APPLICANT:** VANCE RICKS

**AGENT:** JIM RONCO

**REQUEST:** Boundary Line Adjustment to align parcel boundaries with Coastal Zone Boundary and remove split designations. Parcel "A" (APN: 069-320-01) would increase from 10.85 to 11.35± acres, and parcel "B" (APN: 069-320-02) would decrease from 10.85 to 10.35± acres.

**LOCATION:** In the Coastal Zone, 4± miles north of the city of Fort Bragg. The subject parcels are approximately 700 feet east of the intersection of State Highway 1 (SH-1) and Nameless Ln. within unincorporated Mendocino County. The properties are currently addressed at 32800 & 32700 Nameless Lane, Fort Bragg; APNs: Number(s): 069-320-01 and 069-320-02.

**ENVIRONMENTAL DETERMINATION:** Categorically Exempt

**SUPERVISORIAL DISTRICT:** 4

**STAFF PLANNER:** MARK CLISER

The staff report and notice will be available 10 days before hearing on the Department of Planning and Building Services website at: <https://www.mendocinocounty.org/government/planning-building-services/meeting-agendas/coastal-permit-administrator>.

Your comments regarding the above project(s) are invited. Written comments should be submitted by mail to the Department of Planning and Building Services Commission Staff, at 860 North Bush Street, Ukiah, or 120 W Fir Street, Fort Bragg, California or by e-mail to [pbscommissions@mendocinocounty.org](mailto:pbscommissions@mendocinocounty.org) no later than April 7, 2021. Individuals wishing to address the Coastal Permit Administrator during the public hearing under Public Expression are welcome to do so via e-mail, in lieu of personal attendance, at [pbscommissions@mendocinocounty.org](mailto:pbscommissions@mendocinocounty.org). All public comment will be made immediately available to the Coastal Permit Administrator, staff, and the general public as they are received and processed by the Clerk, and can be viewed as attachments under its respective case number listed at: <https://www.mendocinocounty.org/government/planning-building-services/meeting-agendas/coastal-permit-administrator>.

Action by the Subdivision Committee and Coastal Permit Administrator shall be final unless appealed to the Board of Supervisors. The appeal must be filed in writing with a filing fee with the Clerk of the Board within 10 calendar days after such action. If appealed, the decision of the Board of Supervisors shall be final except that an approved project may be appealed to the Coastal Commission in writing within 10 working days following Coastal Commission receipt of a Notice of Final Action on this project.

If you challenge the above case in court, you may be limited to raising only those issues described in this notice or that you or someone else raised at the public hearing, or in written correspondence delivered to the Coastal Permit Administrator at or prior to, the public hearing.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. Mendocino County complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternate formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Department of Planning and Building Services by calling (707) 234-6650 at least five days prior to the meeting.

IGNACIO 'NASH' GONZALEZ, Interim Director of Planning and Building Services





---

**COASTAL PERMIT ADMINISTRATOR  
STAFF REPORT- BOUNDARY LINE ADJUSTMENT**

---

**APRIL 8, 2021  
B\_2017-0043**

---

**SUMMARY**

**OWNER:** WM PARTNERSHIP, LLC &  
TRAVIS SWITHENBANK  
PO BOX 1660  
FORT BRAGG, CA 95437

**APPLICANT:** VANCE RICKS  
10580 WEST ROAD  
REDWOOD VALLEY, CA 95480

**AGENT:** JIM RONCO  
445 NORTH STATE STREET  
UKIAH, CA 95482

**REQUEST:** Coastal Boundary Line Adjustment to align parcel boundaries with Coastal Zone Boundary and remove split designations. Parcel "A" (APN: 069-320-01) would increase from 10.85 to 11.35± acres, and parcel "B" (APN: 069-320-02) would decrease from 10.85 to 10.35± acres.

**LOCATION:** In the Coastal Zone, 4± miles north of the City of Fort Bragg, 700± feet east of the intersection of State Route 1 (SR-1) and Nameless Ln. (Private); located at 32800 & 32700 Nameless Lane, Fort Bragg; APNs 069-320-01 and 069-320-02.

**TOTAL ACREAGE:**

Parcel	APN	Zoning		General Plan		Acreage	
		Before	After	Before	After	Before	After
A	069-320-01	Coastal RR:5 Inland RR:1	Inland RR:1	Coastal RR:5 Inland RR:1	Inland RR:1	10.85	11.35
B	069-320-02	Coastal RR:5 Inland RR:1	Coastal RR:5	Coastal RR:5 Inland RR:1	Coastal RR:5	10.85	10.35

**SUPERVISORIAL DISTRICT:** 4 (Gjerde)

**ENVIRONMENTAL DETERMINATION:** Categorically Exempt: Class 5a (Minor Boundary Line Adjustment not resulting in the creation of any new parcel).

**APPEALABLE:** Yes

**RECOMMENDATION:** APPROVE WITH CONDITIONS

**STAFF PLANNER:** MARK CLISER

**BACKGROUND**

**PROJECT DESCRIPTION:** A Coastal Boundary Line Adjustment (BLA) to align two (2) properties with the existing coastal zone boundary. Presently, both properties are split by the coastal zone boundary. The adjustment will involve two legal parcels: Parcel "A" (Inland – APN: 069-320-01) and Parcel "B" (Coastal - APN: 069-320-02). Parcel "A" will increase to 11.35± acres from its current 10.85± acres. Parcel "B" will

decrease to 10.35± acres from its current 10.85± acres, resulting in altered parcel configurations and elimination of property bifurcation by the Coastal Zone.

The Boundary Line Adjustment will increase the area of the southeast corner of Parcel "A" (Inland) by 0.8± acres along Nameless Lane. Because of required zoning and corridor zoning setback requirements, the amount of increased buildable area is minimal. For this location, a corridor preservation setback of 25 feet would be applied per Mendocino County Code Section 20.152.020, as well as the minimum zoning setback requirements for the front and side yards prescribed per Mendocino County Code Chapter 20.048. After adjustment, parcel "A" would be entirely within areas subject to Division I of Title 20 of County Code.

The Boundary Line Adjustment will increase the area of the northwest corner of parcel "B" (Coastal) by 0.3± acres along the rear property line. Because of required setbacks to the adjacent parcels, the amount of increased buildable area is minimal. A zoning setback of 30 feet is prescribed for the front and side yard setbacks per Mendocino County Code Chapter 20.376. After adjustment, parcel "B" would be entirely within areas subject to Division II of Title 20 of County Code.

**RELATED APPLICATIONS:** S\_2017-0003 (Parcel A) – A Major Subdivision request presently under review to subdivide parcel "A" into 11 legal parcels.

**SITE CHARACTERISTICS:** The subject parcels intersect with a portion of the Coastal Zone boundary, 4± miles north of the city of Fort Bragg. The parcels are situated approximately 700 feet east of the intersection of State Route 1 (SR-1) and Nameless Lane (Private Road) within unincorporated Mendocino County, lying on the north side of the private road onto which parcel "A" encroaches. The property is currently addressed as 32800 Nameless Lane, Fort Bragg, CA, 95437 (APN: 069-320-01) and 32700 Nameless Lane (APN: 069-320-02). Both parcels are accessed from Nameless Lane and are located approximately 1 mile from the Pacific Ocean.

Parcel "A", APN: 069-320-01 (Inland) is in an area mapped with Marginal Water Resources. Parcel "B", APN: 069-320-02 (Coastal) is in an area mapped as Sufficient Water Resources (*See Attachment*). Neither parcel is within a County Water District. Both parcels are located in an area mapped as Moderate Fire Hazard and are considered under the responsibility of CalFire. The nearest Local Response Agency, however, is the Fort Bragg Rural Fire Protection District, which maintains a fire station 4.2± miles south of the subject property. A review of California Natural Diversity Database indicates occurrences of special status species on both parcels. There may be occurrences or additional species within this area which have not yet been surveyed and/or mapped.

The topography of the subject parcels is mostly level with an average slope of 6.3 percent. Elevations range from 167 feet above mean sea level (amsl) at the western boundary of parcel "A" to 188 feet amsl at the eastern boundary of parcel "B". There is an existing access easement to three (3) developed homesites at the southern edge of parcel "A" (Inland). No development exists on parcel "B" (Coastal). The Boundary Line Adjustment will not affect access to either parcel.

Staff visited the project site on December 4, 2020 with California Department of Fish and Wildlife (CDFW) and noted the eastern portion of parcel "B" (Coastal) is hydrologically connected to the Inglenook Fen watershed via an onsite wetland (*see Attachment*). The Inglenook Fen is a Resource Area as designated by the California Natural Areas Coordinating Council (*see Attachment*). Mendocino County Code (MCC) Section 20.488.010, General Review Standards for Coastal Development, and MCC Chapter 20.496, address the protection of wetlands and environmentally sensitive habitat areas. As such, future development of parcel "B" (Coastal) should be conditioned to establish buffer areas so that development does not encroach upon the wetland. The Local Soils map indicates soils conducive to Bishop Pine Forest, though few Bishop Pine were noted on site (*See Attachment*).

As the configuration of the parcels currently stands, each parcel is split by the boundary of the Coastal Zone, with a portion of each lying in the coastal zoning division and a portion of each in the inland zoning division. The proposed Boundary Line Adjustment will align the coastal and parcel boundary lines, bringing each parcel into one designation: Parcel "A" will be entirely within the inland zone, and parcel "B"

will be entirely within the coastal zone (see *Proposed Parcel Configuration on Attachment*). Development on either parcel will not be incurred as a result of the proposed Boundary Line Adjustment.

**SURROUNDING LAND USE AND ZONING:** As indicated below, surrounding parcels are all zoned Rural Residential. Off-site residences are located on all surrounding parcels with the exception of one parcel to

	<b>GENERAL PLAN</b>	<b>ZONING</b>	<b>PARCEL SIZES</b>	<b>USES</b>
<b>NORTH</b>	Rural Residential RR:1; RR:5	Rural Residential RR:1; RR:5	2.5±; 2.4±; 2.4±; 3.4±; 2± Acres	Residential
<b>EAST</b>	Rural Residential RR:5	Rural Residential RR:1; RR:5	5.2±; 5.7± Acres	Residential
<b>SOUTH</b>	Rural Residential RR:1; RR:5	Rural Residential RR:1; RR:5	1.5±; 1.9±; 1.3±; 1±; 2.2±; 1± Acres	Residential
<b>WEST</b>	Rural Residential RR:1	Rural Residential RR:1	1.2±; 1±; 1± Acres	Residential

the north.

**PUBLIC SERVICES:**

Access: Nameless Lane (Private)  
Fire District: CalFire  
Water District: NONE  
Sewer District: NONE  
School District: Fort Bragg Unified School District

**AGENCY COMMENTS:**

On November 6, 2020 project referrals were sent to the following responsible or trustee agencies with jurisdiction over the Project. A summary of the submitted agency comments are listed below.

REFERRAL AGENCIES	COMMENT
Department of Transportation	No Comment
Environmental Health-FB	No Response
California Coastal Commission	Comments
Cloverdale Rancheria	No Response
Redwood Valley Rancheria	No Response
Sherwood Valley Band of Pomo Indians	No Response
Manchester-Point Arena Rancheria	No Response
Planning Division-FB	No Comment
Assessor's Office	No Comment
CalFire (Land Use)	No Comment
CA Dept. of Fish & Wildlife	Comments
Calfire (Resource Management)	Comments

**RESPONSE TO COMMENTS**

**California Dept. of Fish & Wildlife (CDFW):** CDFW identified an onsite wetland and waters on the eastern edge of parcel "B" (Coastal) which are hydrologically connected to the Inglenook Fen, located 1.4 miles to the north and is concerned that future development on either parcel may result in significant impacts to the Inglenook Fen. Recommendations include (1) a deed restriction should be placed on the eastern parcel which states development shall not occur within 100 feet of the edge of wetland (as per Mendocino County LCP), and (2) potential building envelopes, which should avoid sensitive biological resources to the maximum extent feasible, well locations, and potential access for the eastern parcel should be identified to ensure that future development will reduce impacts to existing and potential

sensitive resources. CDFW also noted on their site visit that very few bishop pine trees are present. However, biological reports identify bishop pine forest Natural Community over much of the study area. CDFW recommends that "A re-assessment of Natural Communities should be conducted to provide accurate information of existing conditions." Additionally, the biological report should include "an assessment of sensitive wildlife... for the study area to determine which species have the potential to occur."

*In response, per Mendocino County Coastal Element Chapter 3.1, Section 32040(b), Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas. Upon review of the LCP land use maps, the county's Biological Resources Map, and the State of California's Natural Diversity Database, sensitive species have been identified. However, no impacts are anticipated from the proposed Boundary Line Adjustment. Lot "B", as indicated on LCP Map Habitats and Resources, is within a Riparian habitat and Designated Resource Protection Area (see Attachment). As a Boundary Line Adjustment, no additional development or site disturbance is requested or approved. Any further development on Lot "B" will require a Coastal Development Permit and will be further reviewed at that time.*

**CalFire (Resource Management):** "If the project area is located on timberland [Ref. Public Resources Code (PRC) 4526], requiring timber operations for the cutting and removal of timber [prc 4527], or if the project design requires the removal of commercial tree species [Ref. Title 14 CA Code of Regulations (CCR) 895.1], and those species will be utilized for commercial purposes ["sale, barter, exchange or trade" per PRC 4527], then a permit must be obtained from CAL FIRE prior to the commencement of operations."

*In response, County staff notes that the Boundary Line Adjustment itself does not alter or facilitate timber operations.*

**California Coastal Commission (CCC):** The CCC's concerns include protection of Environmentally Sensitive Habitat Area (ESHA) on the parcel "B", project consistency with Local Coastal Program (LCP) policies, allowed development on parcel "B" – both before and after the boundary line adjustment - and adequacy of services, such as water. Additionally, the CCC supports CDFW's comments that a deed restriction be placed on Parcel "B" which states development shall not occur within 100-feet of the edge of the identified wetland.

*In response to ESHA concerns, County staff would like to point out Coastal Element Consistency Review item number 1 which states boundary line adjustments within an Environmentally Sensitive Habitat Area (ESHA) boundaries will not be permitted if any parcel being created is entirely within an ESHA, or if any parcel being created does not have an adequate building site which would allow for the development of said building site. In response to development, staff notes that the boundary line adjustment neither proposes, nor will it incur, any development. As previously stated, the Boundary Line Adjustment will increase the buildable area in the northwest corner of Lot "B" (coastal) by 0.3± acres. However, because of required setbacks to adjacent parcels and wetlands, this portion of the lot may not be developable should future development be proposed. Similarly, the loss of 0.8± acres of land in the southwest corner Lot "B", due to setbacks to adjacent parcels and corridor preservation, may not have been developable. Septic and wells for the existing development on Lot "A" will not be affected by the Boundary Line Adjustment. Due to the location of sufficient water resources on Lot "B", it is not anticipated the project will affect future wells (see Attachment). However, further analysis for water and septic will be required for any future proposed development on Lot "B". In response to services; though not in a water district, Lot "B" is in an area mapped as Sufficient Water Resources (See Attachment). Finally, as no development exists on Lot "B" it is not eligible for a Coastal Development Permit (CDP) Exemption per Mendocino County Code Section 20.532.020. Furthermore, the parcel is not located in a CDP Exclusion Zone. As a result, any future development on Lot "B" will require a Coastal Development Permit with analysis of the on-site wetland.*

### KEY ISSUES

**COASTAL ELEMENT CONSISTENCY REVIEW:** Staff reviewed the project relative to coastal issues and determined the following:

1. Mendocino County Coastal Element Policy 3.1-32 states boundary line adjustments which are located within an Environmentally Sensitive Habitat Area (ESHA) boundaries will not be permitted if: (1) any parcel being created is entirely within an ESHA; or (2) if any parcel being created does not have an adequate building site which would allow for the development of the building site. The proposed boundary line adjustment is consistent with this policy as parcel "B" (Coastal) would not be located entirely within an ESHA and would allow sufficient space for future development that would be reviewed with the benefit of a CDP. The nominal change in parcel size does not change its ability to be built upon as the area transferred is encumbered by yard and corridor setbacks.
2. Mendocino County Coastal Element Policy 3.8-7 states parcel line adjustments shall be approved only where "a community sewage disposal system with available capacity exists" and leach fields shall not be located where the natural grade exceeds 30 percent slope. The proposed boundary line adjustment is consistent with this policy as it is not located in a sewer district and maintains an average slope is approximately six (6) percent.
3. Mendocino County Coastal Element Policy 3.5-3 states development shall provide for the protection of "highly scenic areas". The project is not located within a designated "Highly Scenic", nor is it located within an area designated "Highly Scenic Conditional", or "Tree Removal Area".
4. The Boundary Line Adjustment will not result in a change in density. The proposed adjustment **does not** provide for future divisions beyond that which currently exist. The increased acreages do not alter the allowance for parcels created, and most of the transferred areas are restricted by zoning or corridor preservation setback requirements.
5. The Boundary Line Adjustment will not result in a parcel having more than one (1) zoning district designation. In fact, the Boundary Line Adjustment will rectify a parcel that is presently subject to zoning regulations in two (2) separate Zoning Divisions.
6. The Boundary Line Adjustment will not create any new parcels. As previously discussed, the Boundary Line Adjustment (BLA) will align two (2) properties with the existing coastal zone division. Presently, both properties are split by the coastal zone boundary. The adjustment will involve legal parcels: Parcel "A" (Inland – APN: 069-320-01) and Parcel "B" (Coastal - APN: 069-320-02). Parcel "A" will increase to 11.35± acres from its current 10.85± acres. Parcel "B" will decrease to 10.35± acres from its current 10.85± acres, resulting in altered parcel configurations and eliminate property bifurcation by the Coastal Zone.
7. No substandard parcel will result from the adjustment. Both parcels are currently above-standard in size and considered consistent with their zoning designations.
8. The properties subject to the adjustment are in an area designated Marginal and Sufficient Groundwater Resources identified in the Mendocino County Groundwater Study.
9. The project is not located on property containing Pygmy vegetation. Soils capable of producing Pygmy vegetation include Blacklock and Aborigine, and Shinglemill-Gibney Complex and Tropaequepts. Neither the Soils Map (Attachment), the LCP Map (Attachment), nor the Pygmy Type Soils Map (Attachment) show any evidence of soil types capable of producing Pygmy vegetation present on the subject parcels.
10. An identified riparian area is located on property. No impacts to any riparian area are anticipated as a result of this Boundary Line Adjustment. Future development on parcel "B" (Coastal) will require a Coastal Development Permit and further analysis of the project site.

11. The Boundary Line Adjustment will not significantly degrade or destroy the habitat for any endangered plant and animal species. As previously discussed, the boundary line adjustment neither proposes, nor will it incur, any development that would degrade or destroy the habitat for any endangered plant or animal species. Boundary Line Adjustments which are located within the boundaries of an Environmentally Sensitive Habitat Area (ESHA) will not be permitted if any parcel being created is entirely within said ESHA or if any parcel being created does not have an adequate building site which would allow for development on the building site. The proposed Boundary Line Adjustment does not create a parcel entirely within an ESHA, nor will it create inadequate building sites. Furthermore, future development may require additional studies which may be subject restrictions.

12. The Boundary Line Adjustment is an appealable project.

**ENVIRONMENTAL RECOMMENDATION:** The project, a minor Boundary Line Adjustment not resulting in the creation of any new parcel, is Categorically Exempt under Class 5a, pursuant to California Code of Regulations Section 15305(a). Therefore, no further environmental review is required.

### **RECOMMENDED MOTION**

The Coastal Permit Administrator approves Coastal Development Boundary Line Adjustment B\_2017-0043, subject to the following conditions of approval, finding that the application and supporting documents and exhibits contain sufficient information and conditions to establish, as required by the Coastal Zoning Code, that:

1. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(1), the proposed project is in conformance with the Coastal Element and its policies discussed in this report. The proposed boundary line adjustment is consistent with all applicable policies that discuss boundary line adjustments; and,
2. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(2), the proposed project will be provided with adequate utilities, access roads, drainage, and other necessary facilities. The proposed boundary line adjustment does not change any utilities (including water provisions, septic system, and leach field) between the two subject parcels. Nameless Lane (Private) remains the primary access for both parcels; and,
3. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(3), the proposed project is consistent with the purpose and intent of the zoning district applicable to the property, as well as the provisions of the Mendocino County Coastal Zoning Code, and preserves the integrity of the zoning district. The proposed boundary line adjustment will change the property line between two parcels within RR1 and RR5 zoning districts to align with the Coastal Zone Boundary. Both parcels are currently above the prescribed minimum parcel size for the RR1 and RR5 zoning districts, and are therefore considered legal parcels. The proposed boundary line adjustment would not result in the creation of any new parcels; and,
4. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(4), the proposed project will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act (CEQA). The proposed boundary line adjustment was found to be categorically exempt from the provision of CEQA under a Class 5(a) exemption; and,
5. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(5), the proposed project will not have any adverse impacts on any known archaeological or paleontological resource. The proposed boundary line adjustment does not include any ground disturbing activities that would impact archaeological or paleontological resources. Additionally, as the project is categorically exempt from CEQA, the proposed boundary line adjustment is not subject to additional archaeological survey requirements per Mendocino County Code Section 22.12.050(A); and,
6. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(6), other public services, including but not limited to, solid waste and public roadway capacity have been considered and are

adequate to serve the proposed adjustment. The proposed boundary line adjustment; and,

7. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.100(A)(1), the proposed project will not impact any environmentally sensitive habitat areas. Although within the buffer of a riparian corridor ESHA, the proposed boundary line adjustment does not propose any ground disturbing or environmentally impact activities that would effect ESHAs. Furthermore, the proposed boundary line adjustment does not create parcels that are undevelopable due to ESHA buffers or other environmental setbacks.

**CONDITIONS OF APPROVAL:**

1. This action shall become final on the 11<sup>th</sup> day following the decision unless an appeal is filed pursuant to Section 20.544.015 of the Mendocino County Code. The permit shall become effective after the ten (10) working day appeal period to the Coastal Commission has expired and no appeal has been filed with the Coastal Commission. This application is valid for 24 months from the effective date. No extensions can be granted.
2. The Applicant shall, for each proposed adjusted parcel, provide one perimeter description of each parcel. The new deed description submitted shall be prepared by, and bear the seal of, a Licensed Land Surveyor.
3. That each transfer of real property be by means of a quit claim deed which shall contain the following wording within the legal description:

*"Any and all lands and any and all interest thereto lying within the following described real property perimeter description of the adjusted parcel(s)."*

And,

*"This deed is given pursuant to Mendocino County Coastal Development Boundary Line Adjustment B\_2017-0043 and is intended to create no new parcel."*

4. Per Mendocino County Code Section 17-17.5(l)(2):

*"That the Treasurer-Tax Collector certifies that all taxes and assessments due on each parcel affected by the adjustment have been paid or cleared, and that a deposit to secure payment of the taxes and assessments which are due but not yet payable have been made."*

The enclosed **Certificate of the Official Redeeming Officer Form** must be certified by the Treasurer-Tax Collector and a copy returned to the Department of Planning and Building Services.

5. After having been given clearance to record the new documents, the Applicant must send a copy of the recorded deed(s) to the Department of Planning and Building Services. Upon review and approval of this information, the Applicant will receive a Completion Certificate.
6. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(5), the proposed project will not have any adverse impacts on any known archaeological or paleontological resource. The proposed Boundary Line Adjustment does not include any ground disturbing activities that would impact archaeological or paleontological resources. Additionally, as the project is categorically exempt from CEQA, the proposed Boundary Line Adjustment is not subject to additional archaeological survey requirements per Mendocino County Code Section 22.12.050(A).
7. A note shall be placed on the deeds and/or legal descriptions stating that *"The Boundary Line Adjustment shall not relinquish, remise, release or terminate any prior right, interest in rights-of-way,*

*easements, or other rights which may be appurtenant to and/or an encumbrance to the subject properties."*

8. A note shall be placed on the deeds and/or legal descriptions stating that, "*Future development may require additional studies and/or may be subject to restrictions*" and that "*Future development shall be in conformance with the criteria for development within Environmentally Sensitive Habitat Areas (MCC Chapter 20.496) and Visual Resource and Special Treatment Areas (MCC Chapter 20.504) as set forth in the Coastal Plan and Coastal Zoning Code.*"

Once the deed(s) and/or instrument(s) have been prepared, please send a copy to the Department of Planning and Building Services. After we have reviewed the documents and accepted them as correct and all conditions of approval have been met, we will notify you. **DO NOT RECORD ANY DOCUMENTS UNTIL YOU HAVE RECEIVED APPROVAL OF THE DEED(S).**

PLEASE NOTE: Title must be transferred identical to the title now being held (all owners with their exact names).

NOTE: APPLICANTS OR OTHER PERSONS WHO ARE DISSATISFIED WITH A DECISION OF THE COASTAL PERMIT ADMINISTRATOR FOR A COASTAL DEVELOPMENT PERMIT FOR A BOUNDARY LINE ADJUSTMENT MAY APPEAL THE ACTION TO THE BOARD OF SUPERVISORS. AN APPEAL MUST BE MADE IN WRITING ALONG WITH THE APPLICABLE FEE TO THE CLERK OF THE BOARD OF SUPERVISORS WITHIN TEN (10) DAYS OF THE COASTAL PERMIT ADMINISTRATOR'S DECISION. THE APPEAL ISSUE WILL BE PLACED ON THE NEXT AVAILABLE BOARD OF SUPERVISOR'S AGENDA FOR CONSIDERATION, AND THE APPELLANT WILL BE NOTIFIED OF THE TIME AND DATE. APPEALS TO THE BOARD OF SUPERVISORS DO NOT NECESSARILY GUARANTEE THAT THE COASTAL PERMIT ADMINISTRATOR'S DECISION WILL BE OVERTURNED. IN SOME CASES, THE BOARD OF SUPERVISORS MAY NOT HAVE THE LEGAL AUTHORITY TO OVERTURN THE DECISION OF THE ADMINISTRATOR.

---

DATE

---

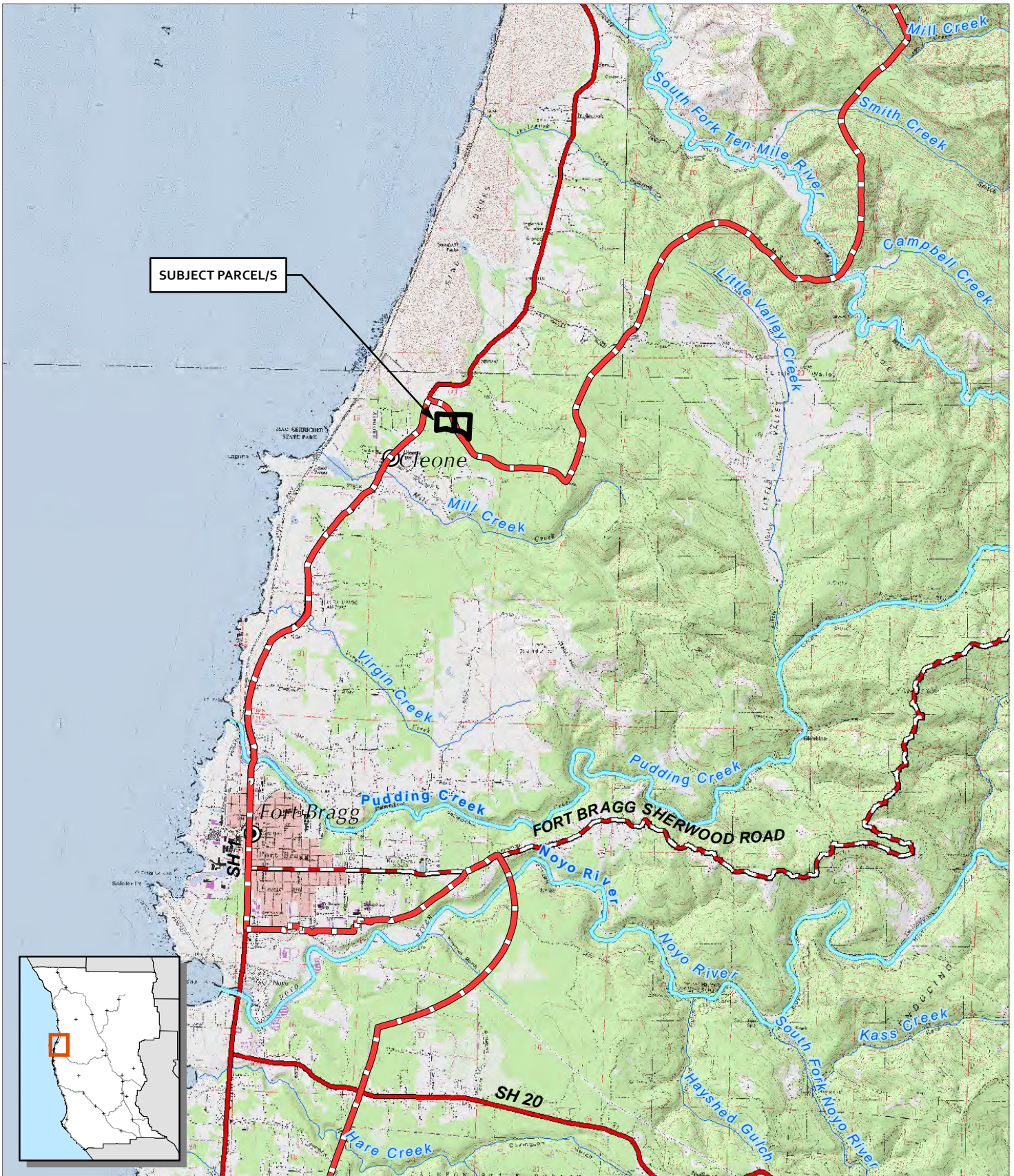
MARK CLISER  
PLANNER II

Appeal Period: 10 Days  
Appeal Fee: \$1616.00

**ATTACHMENTS:**

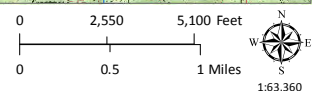
- A. Location Map
- B. Aerial Imagery
- C. Site/Tentative Map
- D. Zoning Display Map
- E. General Plan Classifications
- F. LCP Land Use Map 12: Cleone
- G. LCP Land Capabilities & Natural Hazards
- H. Habitats & Resources Map
- I. Adjacent Parcels
- J. Ground Water Resources
- K. Local Soils
- L. Local Coastal Plan 4.3
- M. Pygmy Type Soils
- N. Septic & Leach Map





CASE: B 2017-0043  
 OWNER: SWITHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Ronco  
 ADDRESS: 32800 Nameless Lane, Fort Bragg

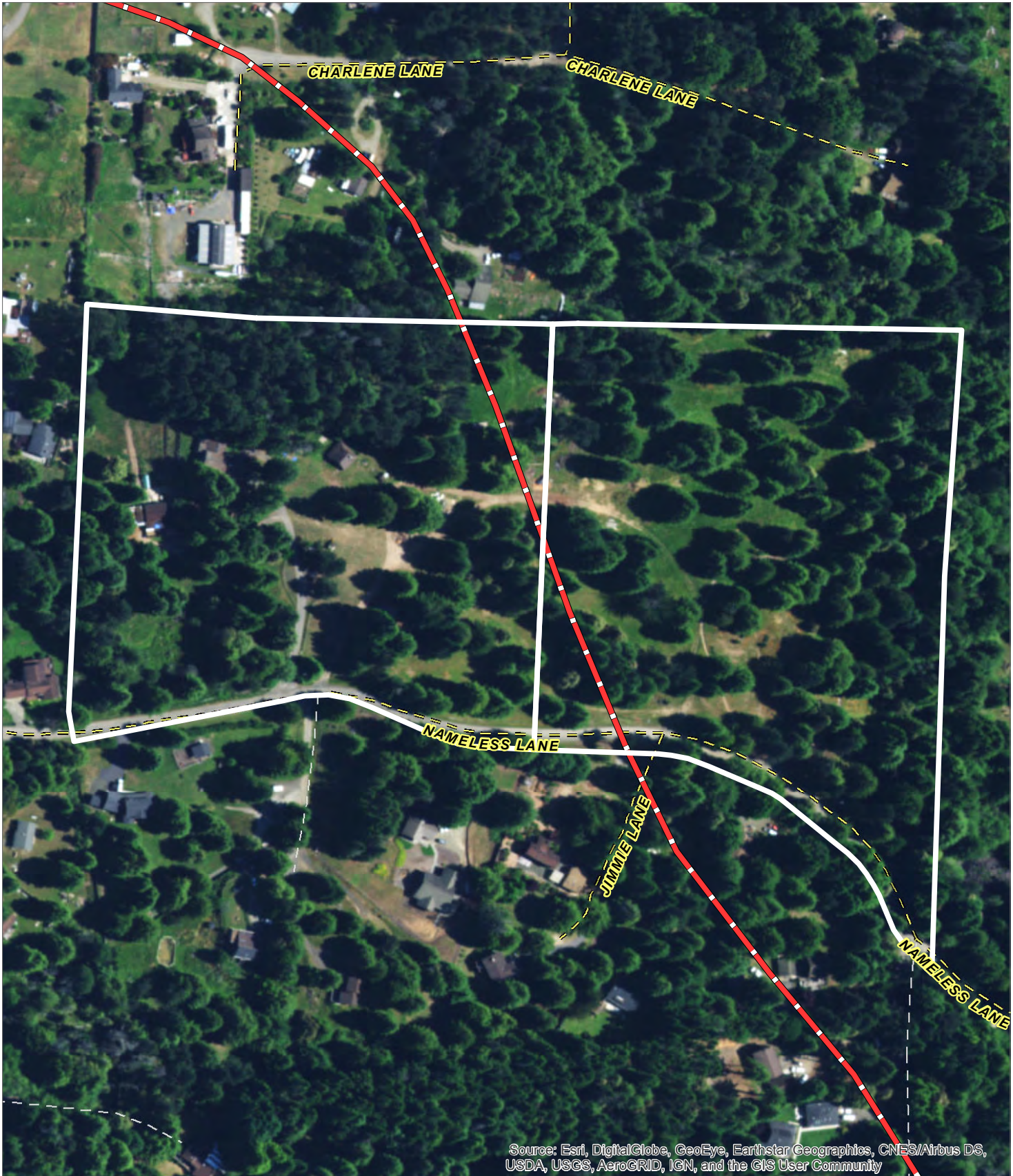
- Coastal Zone Boundary
- ~ Named Rivers
- Major Towns & Places
- Highways
- ~ Major Rivers
- Major Roads



LOCATION MAP

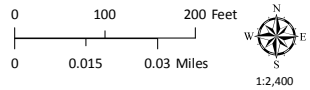
**THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.**  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES





CASE: B 2017-0043  
OWNER: SWITHENBANK, Travis  
APN: 069-320-01  
APLCT: Vance Ricks  
AGENT: Jim Ronco  
ADDRESS: 32800 Nameless Lane, Fort Bragg

- Coastal Zone Boundary
- Private Roads
- Driveways/Unnamed Roads



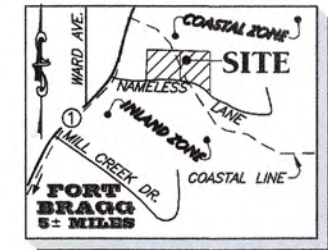
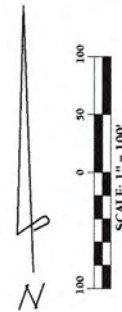
AERIAL IMAGERY

**THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.**  
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

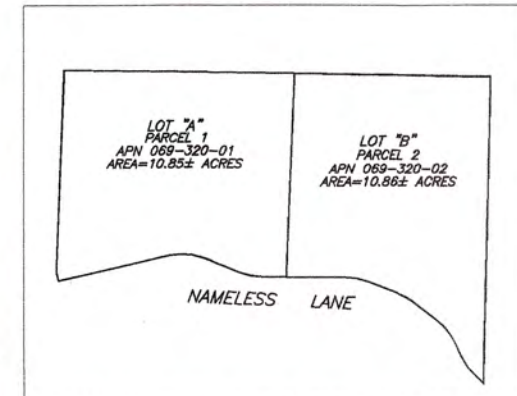
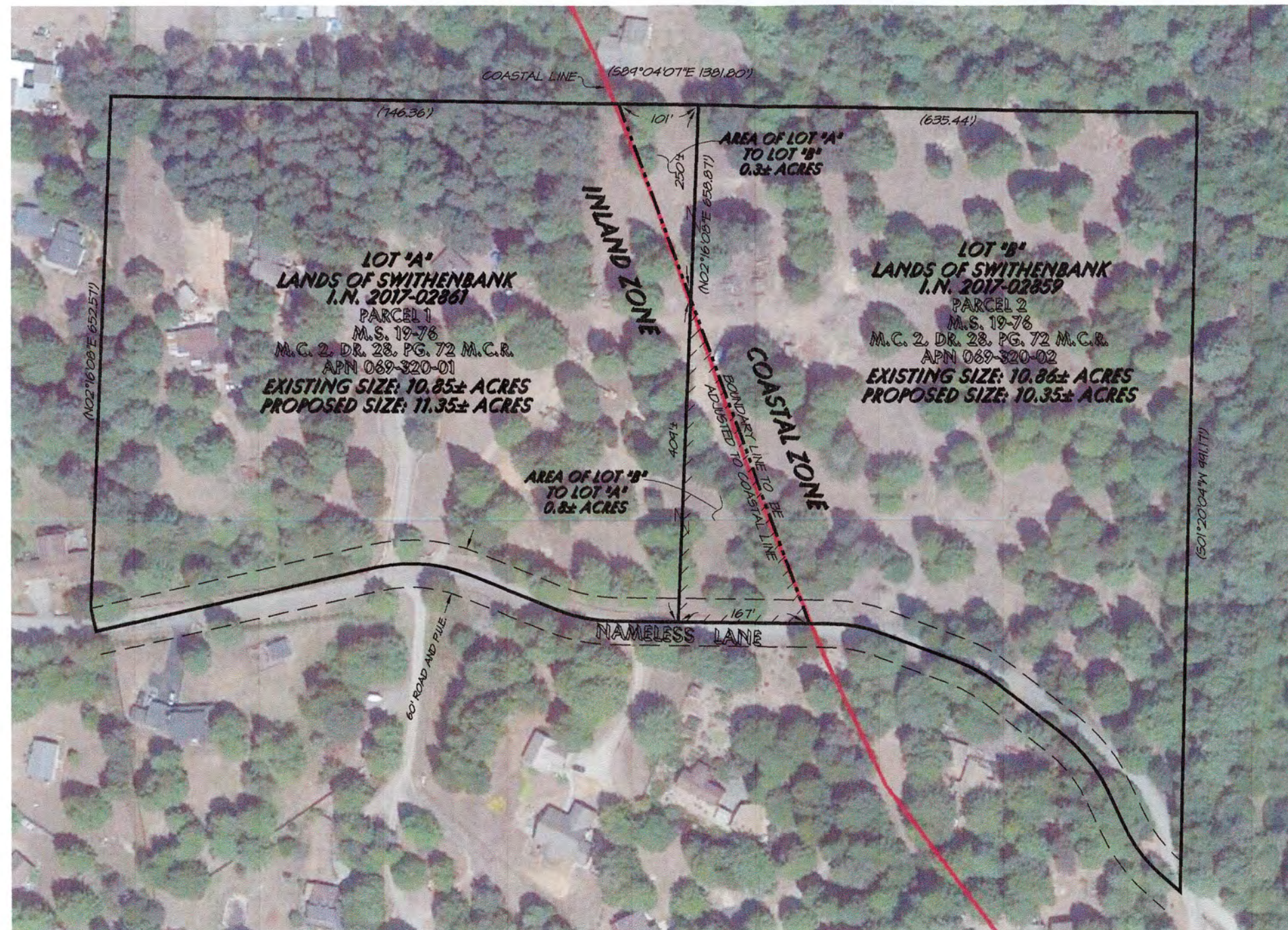


# BOUNDARY LINE ADJUSTMENT

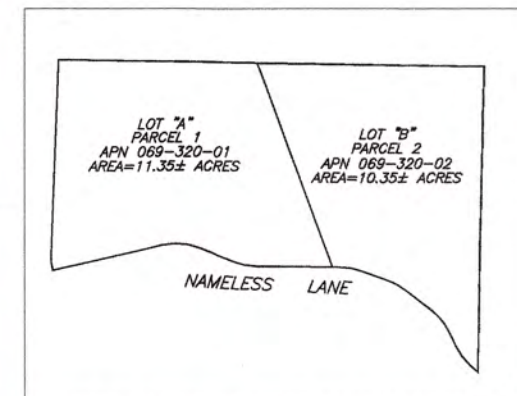
**Lands of SWITHENBANK**  
**32800 & 32700 NAMELESS LANE**  
**FORT BRAGG, CA.**  
**APN 069-320-01 & 02**



LOCATION MAP  
NO SCALE



EXISTING PARCEL CONFIGURATION  
NO SCALE

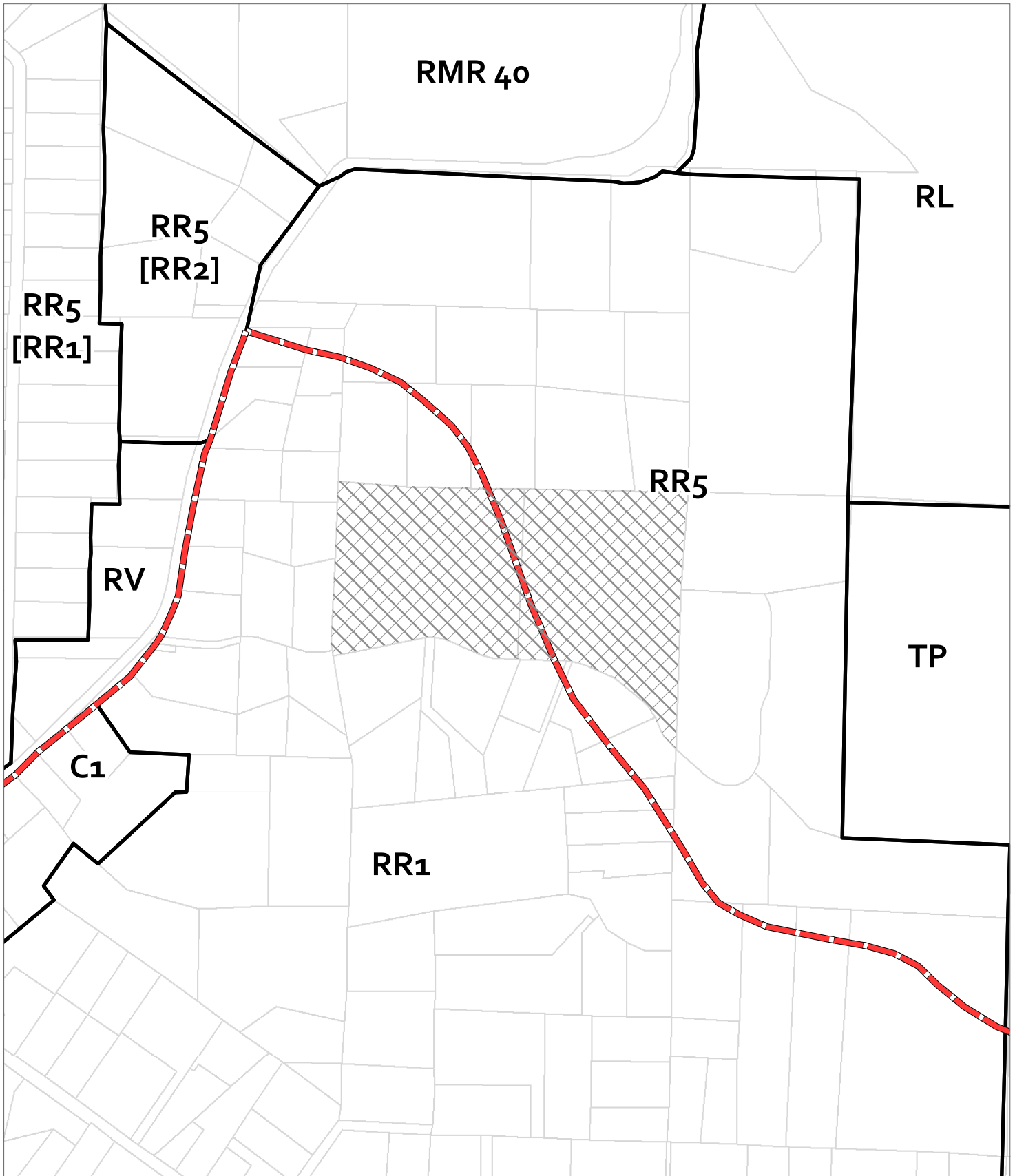


PROPOSED PARCEL CONFIGURATION  
NO SCALE





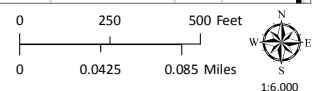
**VANCE**  
**LAND SURVEYING**  
 10580 WEST ROAD REDWOOD VALLEY, CA. 95470 (707) 891-8414





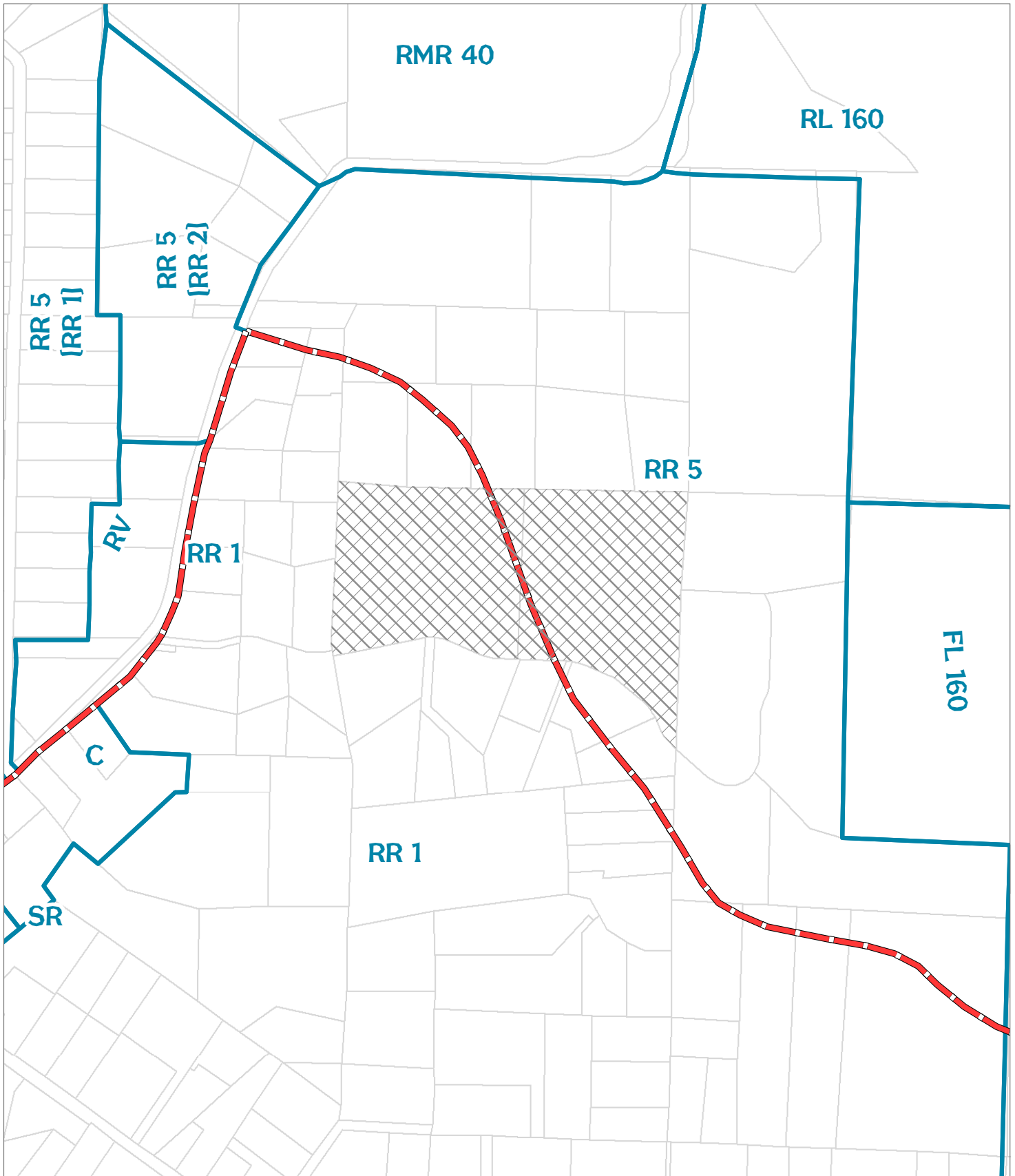
CASE: B 2017-0043  
 OWNER: SWITHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Ronco  
 ADDRESS: 32800 Nameless Lane, Fort Bragg

 Coastal Zone Boundary  
 Zoning Districts





ZONING DISPLAY MAP

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

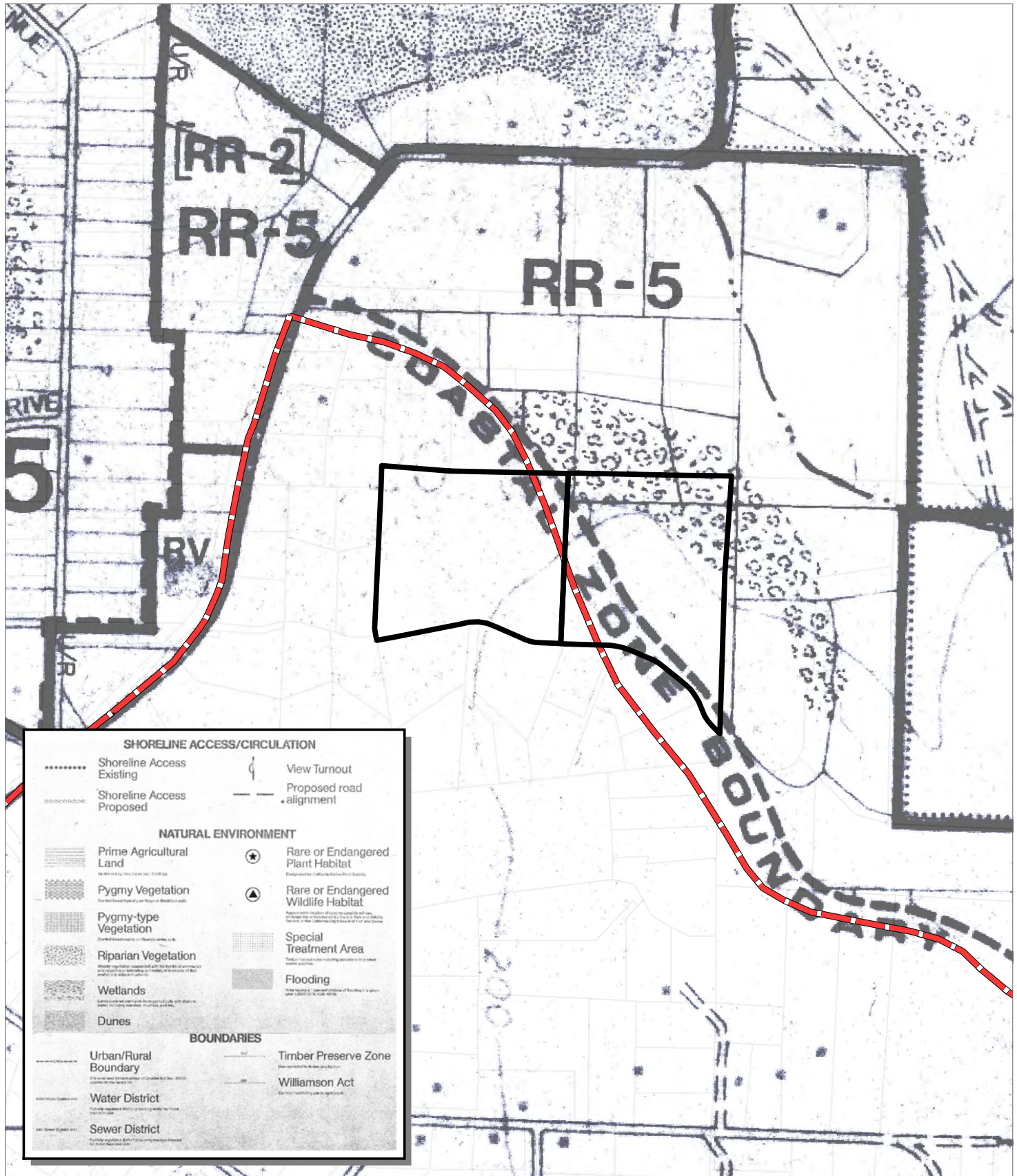


CASE: B 2017-0043  
 OWNER: SWITHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Ronco  
 ADDRESS: 32800 Nameless Lane, Fort Bragg

 Coastal Zone Boundary  
 General Plan Classes

GENERAL PLAN CLASSIFICATIONS

**THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.**  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



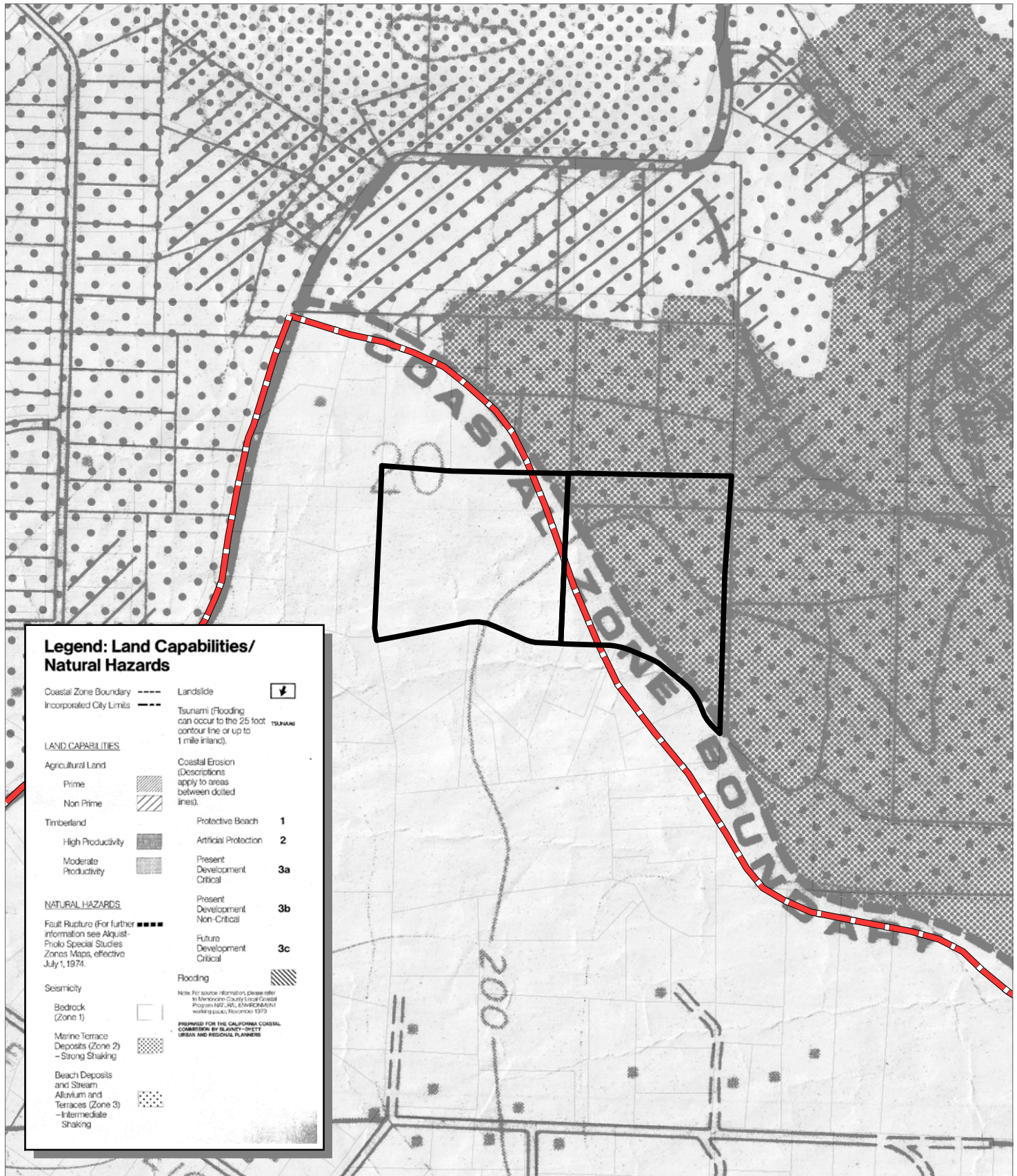
CASE: B 2017-0043  
 OWNER: SWITHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Ronco  
 ADDRESS: 32800 Nameless Lane, Fort Bragg

0 250 500 Feet  
 0 0.0425 0.085 Miles  
 N  
 W  
 S  
 E  
 1:6,000

LCP LAND USE MAP 12: CLEONE

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES





CASE: B 2017-0043  
OWNER: SWITHENBANK, Travis  
APN: 069-320-01  
APLCT: Vance Ricks  
AGENT: Jim Ronco  
ADDRESS: 32800 Nameless Lane, Fort Bragg

Coastal Zone Boundary

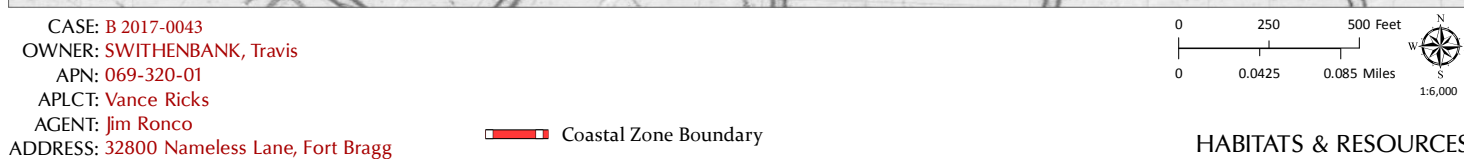
LAND CAPABILITIES & NATURAL HAZARDS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.  
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

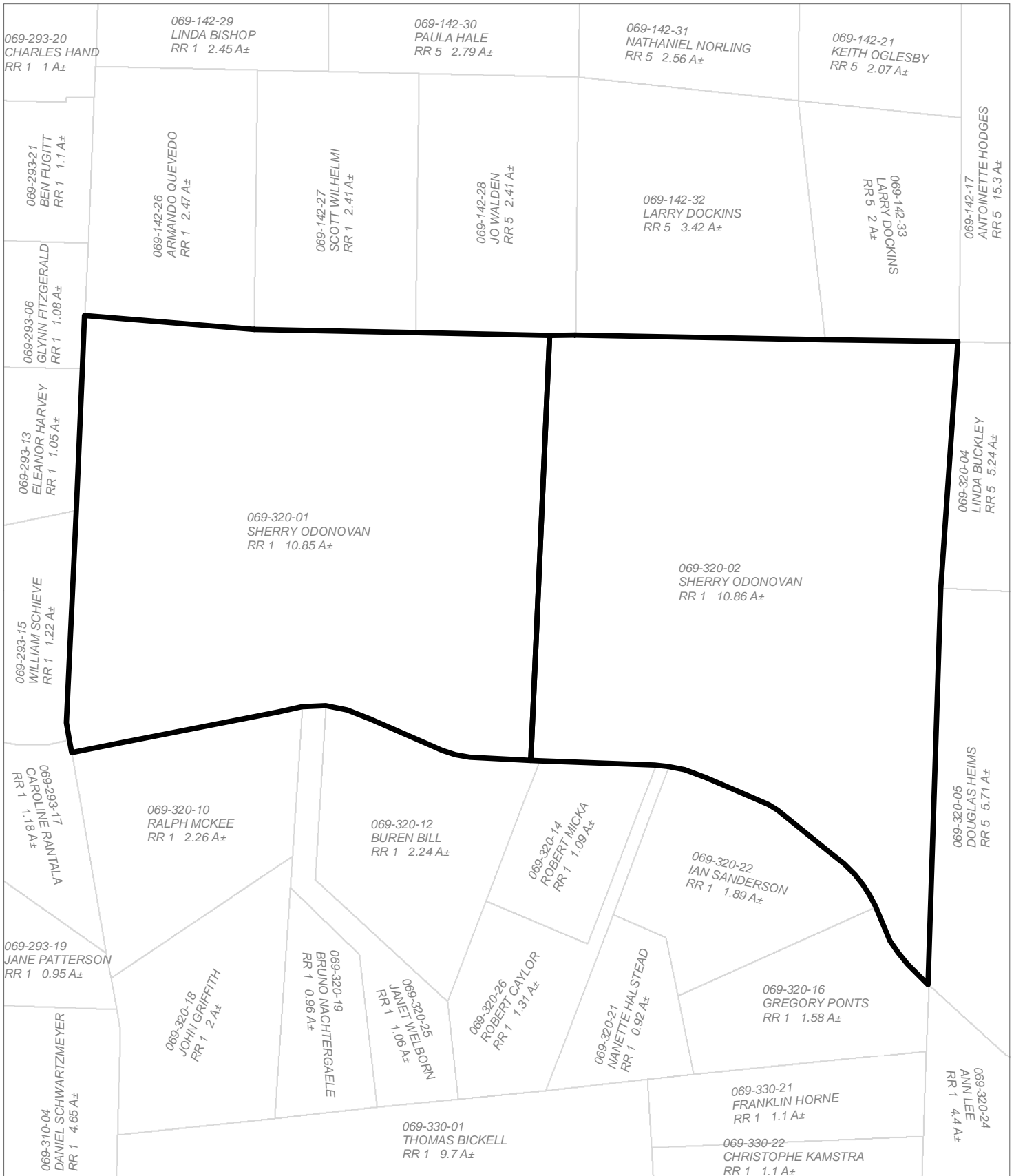
ATTACHMENT D

137

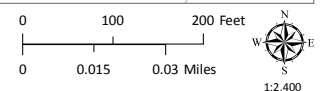






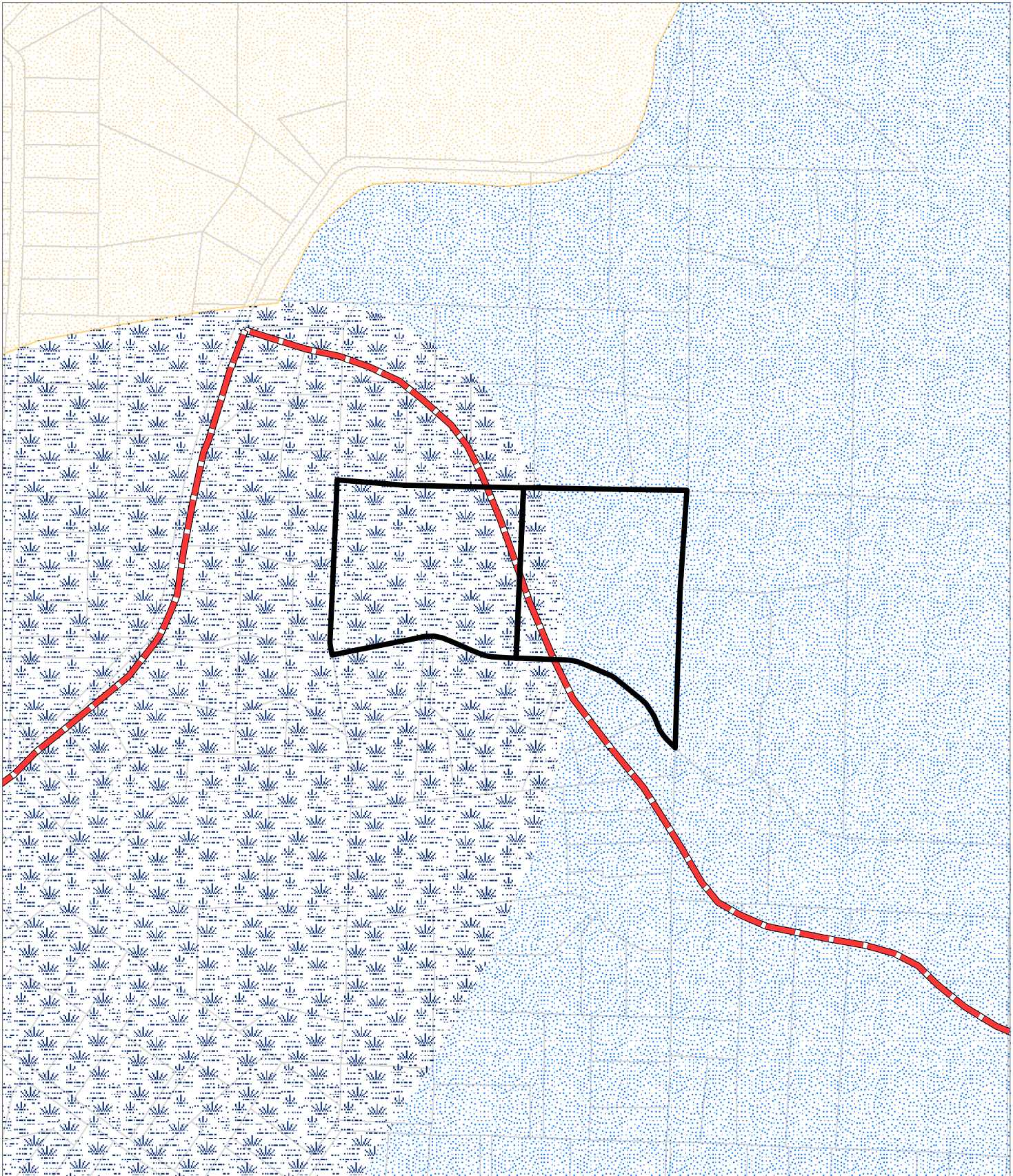


CASE: B 2017-0043  
 OWNER: SWITHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Ronco  
 ADDRESS: 32800 Nameless Lane, Fort Bragg



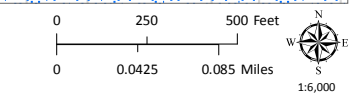
ADJACENT PARCELS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



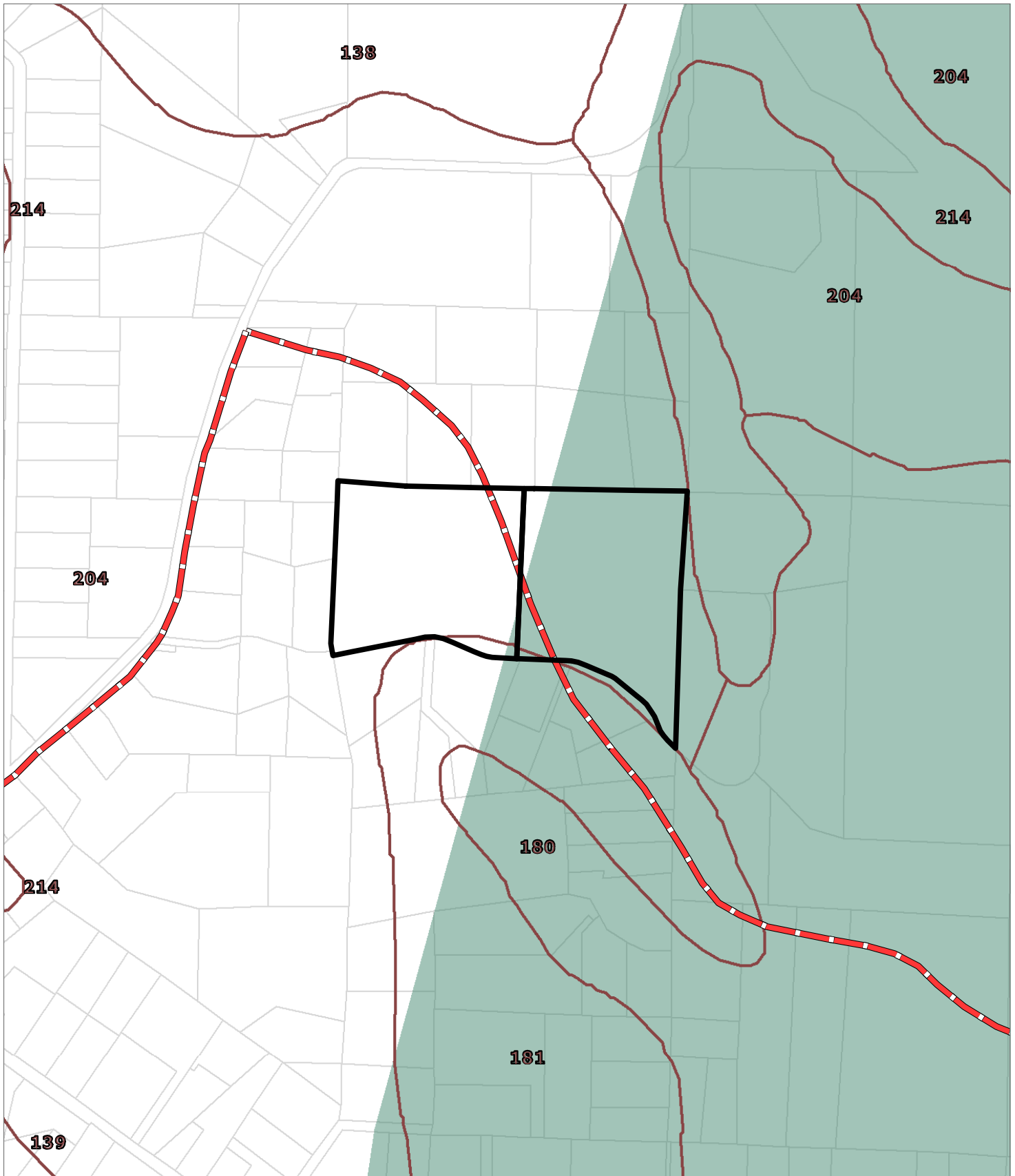
CASE: B 2017-0043  
OWNER: SWITHENBANK, Travis  
APN: 069-320-01  
APLCT: Vance Ricks  
AGENT: Jim Ronco  
ADDRESS: 32800 Nameless Lane, Fort Bragg

- Coastal Zone Boundary
- Dunes
- Sufficient Water Resources
- Marginal Water Resources



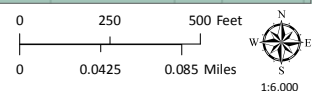
GROUND WATER RESOURCES

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.  
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: B 2017-0043  
 OWNER: SWITHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Ronco  
 ADDRESS: 32800 Nameless Lane, Fort Bragg

- Coastal Zone Boundary
- Western Soil Classes
- Bishop Pine



LOCAL SOILS

**THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.**  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



## **CHAPTER 4 -- THE LAND USE PLAN: DESCRIPTIONS AND POLICIES FOR THIRTEEN PLANNING AREAS**

### **NORTH CENTRAL CAC AREA**

#### **LITTLE VALLEY ROAD TO JUG HANDLE CREEK PLANNING AREA**

This planning area includes Cleone, Noyo, and South Fort Bragg, as well as the City of Fort Bragg, which has prepared its own LCP.

#### **4.3 LITTLE VALLEY ROAD TO FORT BRAGG PLANNING AREA (Includes Cleone)**

South of Little Valley Road, the coastal zone extends nearly a mile east of Highway 1 to include the Inglenook Fen watershed until just north of Cleone where it joins Highway 1 and follows it south to Fort Bragg, narrowing to as little as 200 yards. Consequently, most of the potentially developable land in the CAC area north of Pudding Creek lies outside the coastal zone.

An issue which will be decided by the choice of development policies on both sides of the coastal zone boundary is whether Cleone will retain a separate identity or eventually merge with Fort Bragg. A north boundary for Cleone is set by an existing Williamson Act contract and by a funded addition to MacKerricher State Park, west of the highway and north of Cleone Acres subdivision. The area in the zone between MacKerricher and Virgin Creek is predominantly in large open parcels, some of which are used for forage. Retaining this area as open agricultural land would maintain a separation between Cleone and Fort Bragg at the cost of missed development opportunities for the owners of this land.

The plan designates the western highway frontage extending half a mile north of Mill Creek Drive through Cleone as a Rural Village. Existing stores and visitor accommodations serve as a neighborhood shopping district and a visitor service center for MacKerricher State Park. Proposed residential density south of Cleone is generally one housing unit per two acres, with one housing unit per one acre in developed areas.

South of Virgin Creek, visitor accommodations and services would be the priority use for the 50 to 500-foot deep parcels between the highway and the Georgia-Pacific haul road. Presently, Baxman Gravel Company, a ready-mix concrete and plant mix asphalt supplier and Eastman Trucking Company, a log trucking firm, occupy sites west of Highway 1. Although neither industry is a coastal-dependent use as defined by the Coastal Act, both industries depend on use of the Georgia-Pacific haul road.



## -MENDOCINO COUNTY COASTAL ELEMENT-



The present condition of Highway 1 is a major constraint to development in this area. Highway 1 just north of Pudding Creek currently is operating at maximum capacity, or Service Level E (described in Section 3.8), during peak hours. The Land Use Plan recommends widening the 10-foot lanes to 12 feet, with additional 4-foot bike lanes.

Proposed widening of this Highway 1 segment to four lanes is opposed by area residents because of the effects on existing housing. At present, this segment has a high vehicle accident rate and is extremely unsafe for non-motorized traffic. Turn lanes at heavily-used intersections, Odom Lane, MacKerricher State Park, Mill Creek Drive, etc..., would improve safety conditions.

### **Coastal Element Policies: Existing Industrial Development**

- 4.3-1 Caltrans shall be directed to prepare a plan for widening the present alignment of Highway 1 from the north city limits of Fort Bragg to the north limits of Cleone rural village. Lane width shall be 12 feet, shoulder width 4 feet. This plan shall include provisions for pedestrian, bicycle and equestrian paths in Cleone rural village and at the entrance to MacKerricher State park and provisions for landscaping and replacement of trees. Road widenings shall minimize encroachments on existing residences.
- 4.3-2 The existing heavy industry north of Fort Bragg shall be recognized by this plan, and not required to relocate; this heavy industry is essential to the economy of the area; the present heavy industry location is environmentally and economically sound, and there exists no other suitable location in the Coastal Zone for this industry.

### **Designated Access Points, Trails, and Recreation Area**

Policies for all access points, trails, and recreation areas are in Sections 3.6 and 3.7. Policies specific to locations in this planning area are listed below in geographic order from north to south. Each access point (other than fee access where designated) will need to be acquired by acceptance of an offer of dedication or by purchase by an appropriate public agency or private organization as described in Section 3.6.

**MacKerricher State Park (Southern portion)** (Northern portions of the park are discussed in Chapter 4.2 MacKerricher Park) (Inglenook Grange Trail)

Location: Ward Avenue, west of Highway 1 at the center of the Rural Village of Cleone.

Existing Development: County Road 425B leading to small parking area adjoining pedestrian-equestrian underpass to park.



## -MENDOCINO COUNTY COASTAL ELEMENT-



### Policy:

- 4.3-3 The northerly portion of Ward Avenue which extends from Highway 1 at Cleone to the beach access tunnel and parking area shall be indicated on the Land Use Maps as an existing Shoreline access route. The Department of Parks and Recreation should include this parking and tunnel access area within their park management plan and the parking area and beach access should be maintained as part of the MacKerricher State Beach. The park management plan should specifically address parking and signing of this access point and make specific recommendations which will mitigate for the adverse impacts of increased visitor use within Cleone Acres Subdivision.

Location: Mill Creek Drive, west of Highway 1, separates boundary of MacKerricher State Park with southern boundary of Cleone Rural Village.

Existing Development: County Road 425 extending into MacKerricher State Park.

### Policy:

- 4.3-4 Mill Creek Drive shall remain open for free vehicle, equestrian, and pedestrian day use access to the MacKerricher Beach parking lot. DPR shall be encouraged to seek alternative methods of controlling access to the campgrounds.

Location: Main Park Entrance.

Existing Development: Kiosk at only park entrance point marked on Highway 1; 143 campsites.

Potential Development: California State Department of Parks and Recreation (DPR) proposes 50 additional campsites within existing park.

Location: Vicinity of Virgin Creek, west of Highway 1, 500 feet north of Virgin Creek.

Ownership: Undeveloped DPR parcel 250 feet wide extending from haul road to highway.

### Policy:

- 4.3-5 An undercrossing of the Georgia-Pacific haul road to provide access to the beach portion of MacKerricher State Park from the DPR Virgin Creek property should be developed to provide for safe beach access at this location. The management plan for this area will provide for limited parking and wheelchair access.

Location: Haul road access point 0.5 mile north of Pudding Creek.



## -MENDOCINO COUNTY COASTAL ELEMENT-



Existing Development: 200-foot paved road connecting Highway 1 with Georgia-Pacific haul road. Locked gate, but open on week-ends, holidays, and during some winter months when logging operations are shut down due to bad weather. Currently provides the only vehicular access to most of MacKerricher State Park beach frontage.

Potential Development: Highway directional sign including use regulations.

Location: Pudding Creek.

Ownership: DPR and Caltrans.

Existing Development: Unimproved, unsigned parking area used for beach access and warm water swimming in Pudding Creek. Access to equestrian- pedestrian trail adjoining the haul road extends to Ten Mile River.

Policy:

4.3-6 The California Department of Parks and Recreation along with Caltrans should develop a day use parking area at Pudding Creek. This area should be signed and placed on a high priority list so this area could be improved as soon as possible.

Policy:

4.3-7 The California Department of Parks and Recreation should prepare a management plan for MacKerricher State Park. This management plan should provide for improved public access to the park at the end of Ward Avenue, Mill Creek Drive, Virgin Creek, Pudding Creek and the existing roadway access to the GP Haul Road and recognition of the State dedicated hiking and equestrian trail from Pudding Creek to Ten Mile River.

Policy:

4.3-8 Portions of the stretch of Highway 1 between Cleone and Fort Bragg constitute the narrowest band of coastal zone on the Mendocino Coast. Highway 1 is a scenic highway. This highway segment is the northern gateway to the City of Fort Bragg. Within this highway corridor, coordination between the Local Coastal Program and the General Plans of the County of Mendocino and the City of Fort Bragg shall be encouraged as being vital to the overall success of land use planning in this scenic coastal area.

Policy:

4.3-9 Highway 1 is the coastal zone boundary throughout the north



## -MENDOCINO COUNTY COASTAL ELEMENT-



central CAC area extending from Fort Bragg north to Cleone. The highway bisects Cleone, which is classified as a Rural Village on the Coastal Element Land Use Maps. General Plan land use classifications on the east side of the highway should be matched closely with the Coastal Element classifications on the west side of the highway in order to achieve a cohesive community for Cleone.

### Policy:

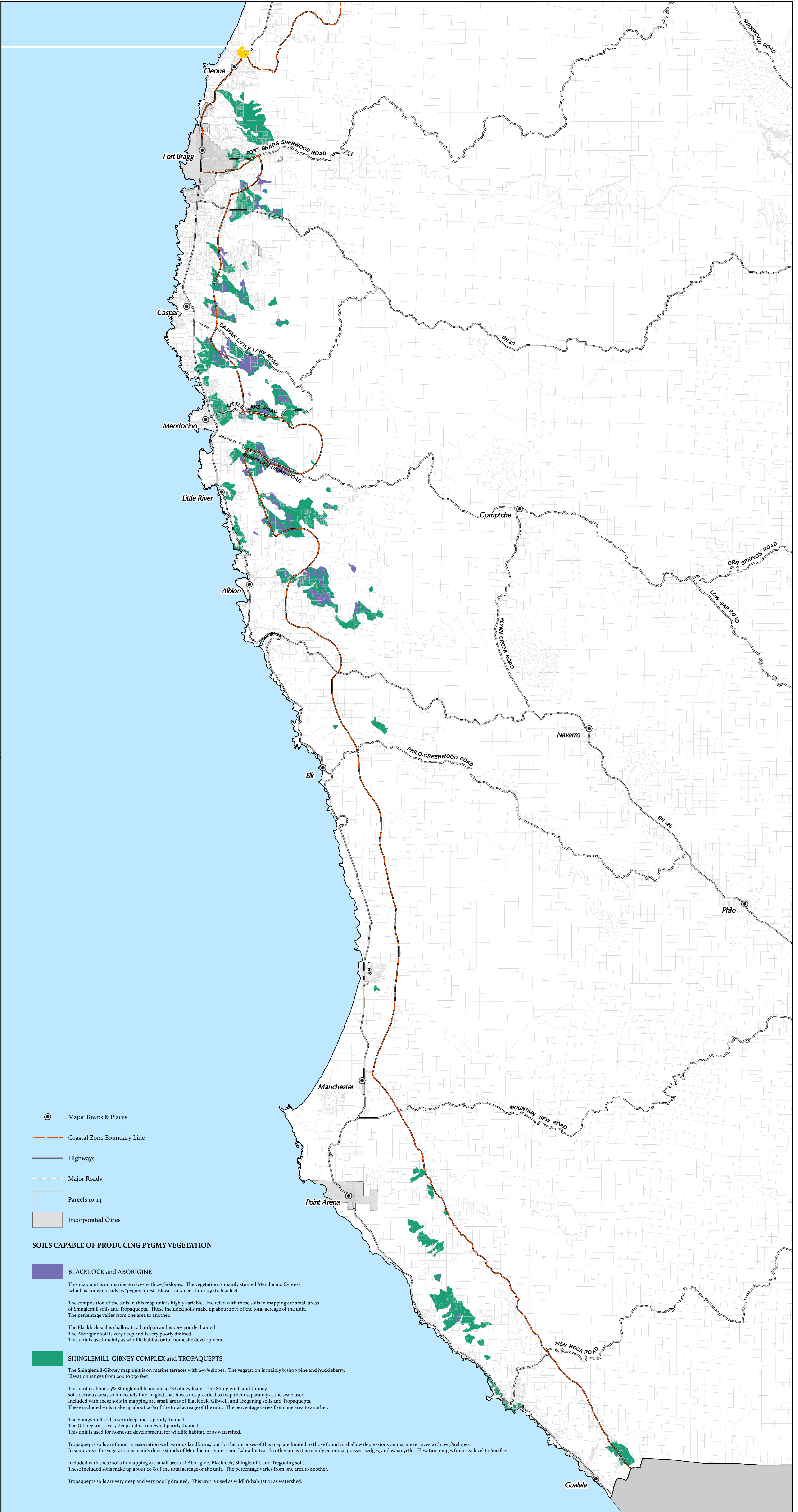
4.3-10 The northern extent of the urban-rural boundary in the Fort Bragg portion of the North Central CAC area shall be the northern and eastern limits of the Cleone Acres subdivision in the vicinity of Ward Avenue at Cleone. The Southern extent of the urban-rural boundary shall begin where the coastal zone boundary crosses the southern section line of Section 19 Township 18 North, Range 17 West; thence west along southern section line of Section 19 to Boice Lane; thence west along Boice Lane to Highway 1; thence south parallel to Highway 1 on the west side to the intersection of Pearl Drive; thence west to Pacific Ocean Drive; thence north 200 feet on Pacific Ocean Drive; thence westerly to the ocean north of the mouth of Mitchell Creek.

**Visitor Accommodations and Services:** Visitor accommodations and services are designated as a principal permitted use in the Little Valley Road to Fort Bragg Planning Area at the following location:

MacKerricher State Park	existing campgrounds
-------------------------	----------------------

In addition, one site has been designated for a conditional use at Green Acres Campground (existing). Several visitor serving facilities are located in the Rural Village of Cleone, but are not designated on the land use map. These include the Cleone Lodge, a restaurant and a campground. A second campground is located in Cleone, but outside of the coastal zone. A commercial strip has been designated north of Pudding Creek which accommodates three motels: Hi-Seas, Oceanview, and the Beachcomber.





Map produced by the Mendocino County Department of Planning & Building Services, March, 2016  
Soils information derived from the Soil Survey of Mendocino County, California, Western Part, prepared by the National Cooperative Soil Survey.  
This map is not a survey product. Do not make a business decision based on this map without first consulting the appropriate agency.  
Reasonable effort has been made to ensure the accuracy of the map and data provided, however errors and omissions may still exist.

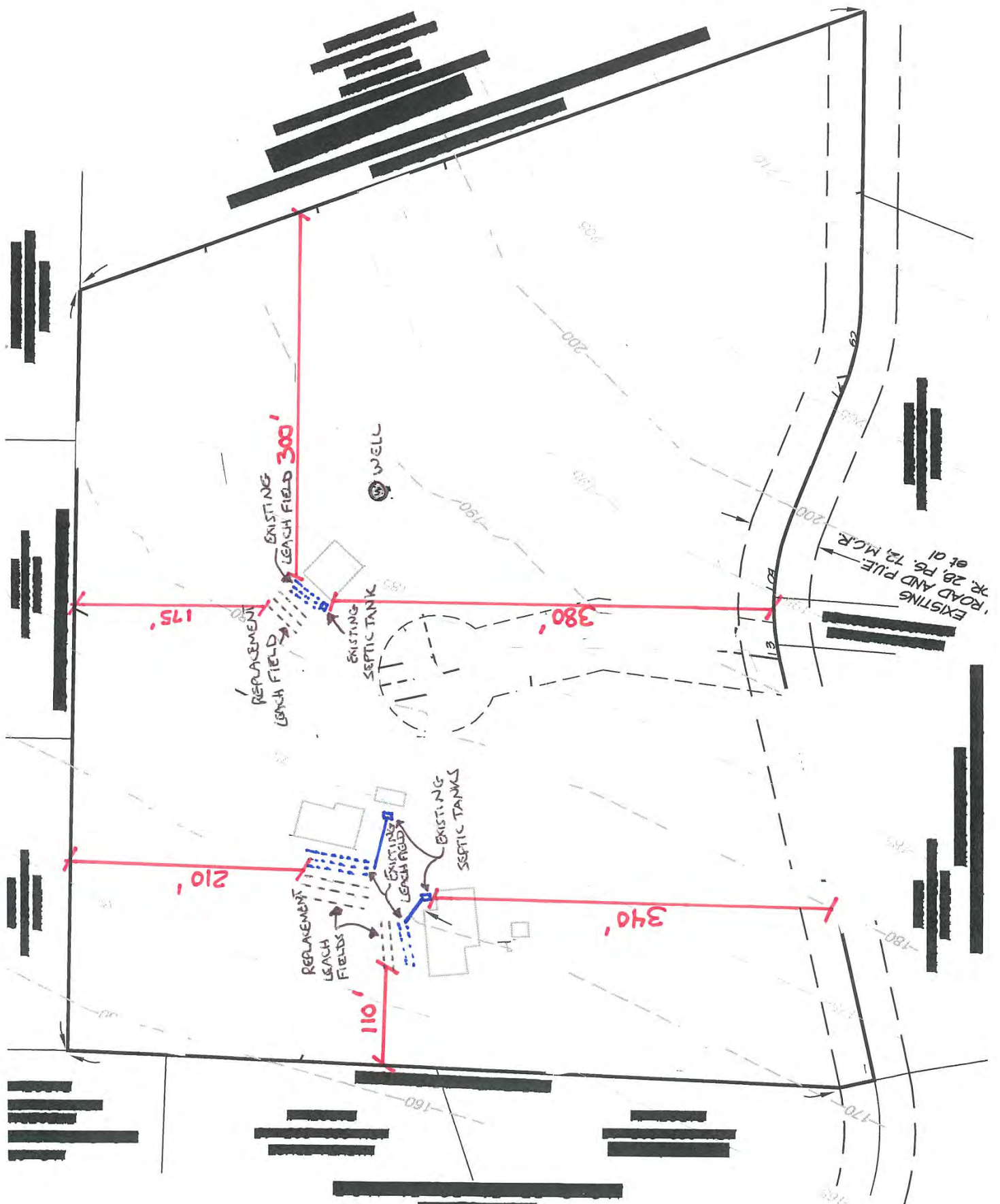
THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND.

# PYGMY TYPE SOILS IN THE COASTAL ZONE

1 in = 2 miles  
0 1 2 4 Miles







To: Coastal Permit Administrator, Subdivision Committee  
From: Larry Dockins  
Date: March 31, 2021  
RE: Travis Swithenbank, B\_2017-0043 – resubmitted

RECEIVED  
MAR 31 2021  
Planning & Building Services

Carla Sarvis <sarviscarla@gmail.com> Wed, Dec 9, 2020, 4:15 PM  
to Sylvia@Coastal,

Dear Sylvia:

There is a member of the Concerned Neighbors of the Cleone Community (CNCC) that wishes to write to you regarding Travis Swithenbank's request for a Boundary Line Adjustment (B\_2017-0043) but his server is down and he isn't sure how to get everything going again or when he will be able to do so. He asked me to send you his concerns and the following is his statement to the Coastal Commission as told to me over the phone:

*... "I have lived on Charlene Lane for 30 years and have been witness to a great many things over time. When Dewey Sprague owned the property in question - 32800 Nameless Lane - he operated an illegal crushing operation for years. I witnessed a whole jeep being buried, at least 20 feet into the ground, as well as other vehicles, appliances and tires. I understand that Building and Planning in Ukiah has accepted a plan for an investigative service company to come out to the site and "take soil samples 6, 8 and 12 inches deep". This is unacceptable. I know at least 3 places where major appliances and vehicles have been buried and could probably get close to their approximate position if I walked around.*

*I ask for you to consider my concerns and say no to Mr. Swithenbank's request for a Boundary Line Adjustment. His plan to build a major subdivision is a terrible terrible idea. I am very concerned about the water table. There isn't enough water now, let alone for an additional eleven homes. I support the neighborhood group and hope you will too. Thank you, Ms. Targ. **Larry Dockins, 25085 Charlene Lane, 707-961-1620.**"*

Thank you Sylvia for taking Larry's statement of concerns.

Carla Sarvis

RECEIVED  
MAR 31 2021

BLA B\_2017-0043, Comments & Concerns

Coastal Permit Administrator, Subdivision Committee

Resubmitted March 31, 2021

Planning & Building Services

**Surfrider Mendocino**

<[chair@mendocino.surfrider.org](mailto:chair@mendocino.surfrider.org)>

Tue, Nov 24, 2020, 8:40  
AM

to sylvia.targ,

Dear Ms. Targ,

I am writing to you as a Cleone resident and a member of the Concerned Neighbors of the Cleone Community in regards to Travis Swithenbank's request for a boundary line adjustment (B\_2017-0043) and proposed major subdivision.

I have lived at 32350 Nameless Lane, Fort Bragg, CA since June 2019 when I purchased the property. My property, APN:069-320-04-00, is within the California Coastal Commission Jurisdiction Area. I was immediately enchanted with the natural beauty of the neighborhood, the year-round stream running through my property, and the diverse wildlife and native plant species that thrive here. During my first year here I've enjoyed sightings of mountain lion, black bear, Coastal Giant Salamanders, Northern Red-legged Frogs, Coastal Tree Frogs, Red-Shouldered Hawks, ospreys, and dozens of other native and migratory species.

Observing the wealth of natural diversity on my property, it is not hard to understand why I am in a designated protected zone. The stream is a virtual watering hole for species that were here long before humans. Due to my volunteer work with Surfrider Foundation as the Mendocino County Chapter Chairperson, and weekly water testing at Virgin Creek through Surfrider's Blue Water Task Force program, I've become extremely interested in water quality, and preserving our county's watersheds, all the way from their headwaters to the ocean. The stream that flows through my property and the wetlands that border my property and that of Travis Swithenbank are delicate ecosystems along the way before emptying out into MacKerricher State Park, a known nesting site for threatened Western Snowy Plovers, and habitat for the endangered Tidewater Goby.

When I learned of the proposed development at the neighboring parcel belonging to Travis Swithenbank, I became extremely concerned that 11 new homes would bring irrevocable damage to this area and the species that depend on its stable habitat. 11



new septic systems and wells could potentially wreak havoc on the neighborhood water table. My aerobic septic system is one of the most complicated systems on the market installed to protect the complex ecosystem that I have the privilege of living amongst. I fear that a major subdivision would completely disrupt the environmental protection we have been working so hard to maintain.

I ask you to thoroughly consider all of our environmental concerns when reviewing Travis Swithenbank's request for a boundary line adjustment and reject his proposal.

Thank you,  
Nicole Martensen

Nicole Paisley Martensen

Surfrider Foundation - Mendocino County Chapter Chair

[www.mendocino.surfrider.org](http://www.mendocino.surfrider.org)

707.468.7936

**From:** [Barbara Williams](#)

**Sent:** Sunday, November 15, 2020 10:56 RESUBMITTED 3/31/21

**To:** [sylvia.targ@coastal.ca.gov](mailto:sylvia.targ@coastal.ca.gov)

**Subject:** Swithenbank Boundary Line Adjustment B-2017-0043

RECEIVED  
MAR 31 2021

Planning & Building Services

Memorandum To: Sylvia Targ, California Coastal Commission

Date: November 15, 2020

Re: Upcoming Hearing for Travis Swithenbank Request for Boundary Line Adjustment

As a standing member of Concerned Neighbors of the Cleone Community (CNCC) I would like to voice my concerns regarding the above noted boundary line adjustment:

Mr. Swithenbank has applied to construct a major subdivision of 11 parcels on a 10 acre tract providing your approval of a BLA. With this approval you would be allowing him to have a subdivision whereby many of the parcels would be well under one acre as much of the frontal boundary consists of a public road easement.

In 1976 I looked at buying this same piece of property. Water was an issue back then and I can not see with climatic changes much has changed in a positive way. At present; I believe there are two (perhaps more) residential households using the same well. Beside water issues, I believe that septic issues must be looked into as the property runs in a northwesterly fall and would effect property on Shashandra and Charlene Lane with long term effect on the Inglenook Fen – Please see Senate Bill 191, Chapter 1439 (Dec 1972) which mandated the Dept. of Parks and Recreation conduct a study of Inglenook Fen and to prepare action to preserve its biological integrity. The results were presented to the legislature in June 1973 showing how rare and valuable this ecosystem is and hopefully will continue to be by individual conservatorship.

I have owned property and lived on Nameless Lane since 1986. For 34 years I have seen washing machines, dryers, water heaters, stoves, engines and mountains of car and truck tires appear on both tracts (parcels) of land under your review. Heavy equipment has come in and buried it all. At present the parcel that Mr. Swithenbank is requesting a BLA has a boat hull sitting on it. Does this boat have an engine? Is gas/oil leaking from it? Much goes on that is not visible doing a driveby.

Nameless Lane is a private road maintained at best by only a few of the families that live in the neighborhood. Mr. Swithenbank has neglected to participate in the minimal yearly collection of \$200 to maintain the road which makes me think he would not be a good steward of the land.

I asked that you, in good conscience reject Mr. Swithenbank's request for a Boundary Line Adjustment. Thank you for your consideration.

Barbara Williams

32625 Nameless Lane, Fort Bragg, California 95437

**pbscommissions - Swithenbank PublicComments CPA/B\_2017-0043**

**From:** Yolanda Fletcher <byfletcher@sbcglobal.net>  
**To:** <pbscommissions@mendocinocounty.org>  
**Date:** 3/31/2021 7:41 AM  
**Subject:** Swithenbank PublicComments CPA/B\_2017-0043

**RECEIVED**  
**MAR 31 2021**

Planning & Building Services

Dear Coastal Permit Administrator and Subdivision Committee,

I am writing to you to add our comments to the record in the matter of Travis Swithenbank's Boundary Line Adjustment request (B\_2017-0043) and his major subdivision application (S\_2017-0003). Even though you are only reviewing the BLA on April 8, we oppose both proposals. My husband and I live on Mill Creek Drive, about 1/8 of a mile (as the crow flies) from the proposed major subdivision. As neighbors, we echo the apprehension voiced by Concerned Neighbors of the Cleone Community (CNCC) regarding the proposed major subdivision and boundary line adjustment on Nameless Lane. Among our concerns are the following:

- Water for eleven large houses will be a problem. California is facing drought conditions which threaten the provision of water for existing residences; ten new wells (and one currently existing well) drawing from a diminished aquifer is not sustainable. On Mill Creek Drive, just south of the proposed development, we have been faced with dry conditions: in the last several years neighbors have experienced low well levels and are concerned with future drought conditions.
- CNCC has researched the presence of hazardous waste in the soil and water of the property slated for development. We believe that further investigation is needed to determine the safety of building new housing on this site and request that a full characterization be done on the property.
- Septic systems for eleven homes will tax the drainage capacity of the surrounding area.
- Nameless Lane is an even smaller street than Mill Creek Drive, where we live. There are numerous residences above us, which produce considerable car traffic daily. Without significant retrofitting and bringing the road up to county maintained standards, Nameless Lane lacks the capacity to handle more traffic; presently the potholed private lane is minimally maintained. Neighbors would be crazy not to worry about egress during an emergency with the addition of a major subdivision.
- A new major subdivision threatens the surrounding plants and animals. When visiting friends on Nameless Lane, we have experienced the beauty and quiet of the surrounding area - wildlife abounds, including many species of birds and insects (pollinators!) in the trees and on the ground; mammals have room to roam and move about the watershed and go about the business of living their wild lives. Countless plants, fungi, and animals will be threatened by additional development of this fragile habitat.

- New development on this rustic lane is out of keeping with the character of Cleone and will affect the quality of life for current residents. The beauty, quiet, and untouched nature of Nameless Lane will be threatened by the proposed subdivision and boundary line adjustment.
- On a personal note, we do not believe large homes are needed at this time. What we do need, though, is affordable housing. We have lived in Cleone for nearly four years; upon our retirement we were able to purchase a home from available stock. In short, we feel that the Swithenbank proposal will create unneeded unaffordable housing.

For the record, as neighbors and friends of Nameless Lane residents, we urge you to put on the brakes to consider whether new development of expensive housing is prudent at this time, and to deny **both** applications from Travis Swithenbank: the Boundary Line Adjustment (B\_2017-0043) and the Major Subdivision Application (S\_2017-0003). Our beautiful surroundings and fragile ecosystems demand that we build thoughtfully, responsibly, and sustainably. The character of our community depends on your decisive action to deny both applications.

Respectfully submitted,

Yolanda and Bruce Fletcher  
32688 Mill Creek Drive  
Cleone, CA 95437



**pbscommissions - Travis Swithenbank CASE S\_2017-0003/Planning and CASE B\_2017-0043/CPA**

**RECEIVED**  
MAR 31 2021

**From:** "Margaret Iacuniello" <fmiaacu@mcn.org>

**To:** <pbscommissions@mendocinocounty.org>

**Date:** 3/31/2021 10:04 AM

**Subject:** Travis Swithenbank CASE S\_2017-0003/Planning and CASE B\_2017-0043/CPA

**Cc:** "Carla Sarvis" <sarviscarla@gmail.com>, "Margaret Iacuniello" <fmia...>

**Planning & Building Services**

To: Subdivision Committee Administrator, Coastal Permit Administrator

From: Margaret and Frank Iacuniello

Date: March 31, 2021

Re: Travis Swithenbank CASE S\_2017-0003/Planning and CASE B\_2017-0043/CPA

To Whom It May Concern:

As a part of the Concerned Neighbors of Cleone Community, we request that you deny both the Swithenbank Subdivision Permit and the Boundary Line Adjustment for the property located on Nameless Lane, Cleone. The increased density that the subsequent subdivision creates concerns us on several levels.

We are concerned about the demands of eleven more households on the local aquifer. Neighboring properties are already feeling the decline of available water with recurring droughts. More houses drawing water only exacerbates the decline. Added to this is the concern of increased sewage being fed into the soil. As the Swithenbank is on the edge of the Inglenook Fen, the natural waterway for the sensitive wetland must be preserved with water quality and quantity.

Further, we understand that there was a previous business on this property that released toxic chemicals. That such chemicals leach into the aquifer and that houses be built on a toxic dump site is unacceptable.

We are also concerned about the increased number of vehicles using the road. This brings safety issues with more cars passing, as well as more damage to the road which we, as a neighborhood, are bound to maintain.

As Cleone is a Rural Village, and Nameless Lane is a small neighborhood, we want to keep the character it has. We have lived on this lane for nineteen years, and feel it is at its maximum density.

We strongly request that you deny the Subdivision Permit and Boundary Line Adjustment for the Swithenbank property that would increase this neighborhood's population.

Thank-you for your consideration of this.

Sincerely,

Margaret and Frank Iacuniello

32609 Nameless Lane, Cleone

RECEIVED  
APR 11 2021

Planning & Building Services

Concerned Neighbors of the Cleone Community (CNCC)  
Coastal Permit Administrator, Subdivision Committee  
Swithenbank BLA B\_2017-0043  
Resubmitted April 1, 2021

**Eleanor Harvey** <[eleanorharvey@comcast.net](mailto:eleanorharvey@comcast.net)> Tue, Nov 17, 2020, 7:45 AM

to sylvia.targ

Hello Ms. Targ: I am writing on behalf of myself as a resident of the Fort Bragg/Cleone neighborhood, property owner on Sashandre Lane, Cleone, and member of CNCC. I have concerns regarding a proposed boundary line adjustment (B\_2017-0043) and subsequent large residential development (S\_2017-0003) in this neighborhood. I have lived here approximately 14 years, directly below the uphill home of former residents, Mr. and Mrs. Dewey Sprague, now the property of the planned development owner, Travis Swithenbank. I have witnessed tree cutting and burning of huge piles of debris from those cuttings on the proposed development property for quite a while, concerned about the reason for such seemingly drastic actions. Because of the loss of many trees, the space between my home and the uphill property is now quite open and bare. I have concerns regarding missing root systems from the trees possibly creating soil erosion (and potential diversion of toxic materials, sewage, etc.) into my property. Also, because all of the landowners surrounding this property have wells, there are legitimate concerns about diminishing water supplies if tapped for a large subdivision.

I would sincerely request that the proposed BLA be carefully reviewed and rejected on the basis of very legitimate concerns from adjacent property owners like myself.

Thank you for your consideration and attention to this matter.

Sincerely, Eleanor Harvey

[24729 Sashandre Lane](#)

[Fort Bragg, CA 95437](#)

BLA B\_2017-0043  
Resubmitted 4/1/21  
Coastal Permit Administrator

**RECEIVED**  
APR 11 2021  
Planning & Building Services

Dear Sylvia Targ,

My name is Jane Oglesby; As members of Concerned Neighbors of the Cleone Community, (CNCC), my husband, Keith, and I have serious concerns about Travis Swithenbank's proposed Boundary Line Adjustment, (B\_2017-0043), and his intention to build multiple houses on Nameless Lane. The boundary adjustment deviates from Mendocino County's designation of Cleone as a "Rural Village".

We have lived here, on Charlene Lane for 28 years, since 1992, and have been keenly aware of the alarming changes which have been going on, due to climate-change, drought, and human interference. I am greatly troubled by the effect of new construction, including, (presumably) wells, on the water table which is an integral part of the delicate ecosystem of this beautiful wetland area. The watershed from the Swithenbank properties feeds the creek which runs, year-round, through our property, then proceeds, partly underground and through culverts, and feeds the Fen, between the dunes and the ocean.

The Pine Bark Beetle infestation due to the drought, has hit very hard here, and has necessitated the removal of numerous very large pines. (These are locally referred to as 'bull pines', but they may or may not be Bishop pines.) More are dying and will need to be cut down, before they fall onto the house or other structures. A large number of tree squirrels have been living in the safety of those branches, jumping from tree to tree, feeding on the pinecones, and rarely setting foot on the ground. Their habitat has shrunk by half on our piece of land, and their future does not look bright here. Numerous birds also nest in those trees. I don't know what effects the drought and loss of habitat have had on other specific creatures or plants in this complex riparian area. We have a small pond, which we dug to aid in drainage, and it draws frogs each Spring. There have been different types of frogs, but the most notable have been California Red-Legged Frogs, which are designated a threatened species, by both Federal and State law.

Whether the current drought is a permanent feature of global warming, or a temporary situation, many of the flora and fauna making up this delicate ecosystem are in distress. If the water table is lowered or drainage altered, it will have long-term consequences for the health of the environment, as well as the water quality for the people already living here, especially since the property in question is known to be a Contaminated Waste and Dump Site (#1NMC613).

Jane Oglesby and Keith Oglesby  
25095 Charlene Lane, Fort Bragg, CA 95437

April 2, 2021 – Public Comment, B\_2017-0043

RECEIVED  
APR 02 2021  
Planning & Building Services

Dear Coastal Permit Administrator and Subdivision Committee:

I am part of a large neighborhood group - Concerned Neighbors of the Cleone Community (CNCC) - that is **strongly opposed** to the proposed Boundary Line Adjustment request from Travis Swithenbank, B\_2017-0043.

Approval of this boundary line adjustment would be a grave omission of CCC's charter to protect and oversee careful regulation of environmentally sustainable development. We absolutely do not wish for this development in our community, and it all starts with the Boundary Line Adj.

**The stated BLA isn't just about moving a little bit of land over here in exchange for a little bit of land over there.** This BLA request is an effort on the applicant's part to not be encumbered by Coastal Zone policies so he can build as many lots as possible for a major subdivision in a rural community, no matter what type of damage is done to the environment nor the surrounding residential neighborhood.

**Coastal Permit Administrator Staff Report -.** *Italics represent our arguments.*

#### SITE CHARACTERISTICS

- Parcel A (inland) Marginal Water Resources.
- Parcels A & B occurrences of special status species
- Parcel B (Coastal) hydrologically connected to the Inglenook Fen watershed via an onsite wetland.

#### COMMENTS – Ca Dept. of Fish & Wildlife (CDFW)

- “CDFW is concerned that future development on EITHER PARCEL may result in significant impacts to the Inglenook Fen.” *They are rightfully concerned.*
- “CDFW notes there were few Bishop Pine trees” *yet there were Bishop Pines and they are ESHA designated. Perhaps if the applicant hadn't conducted years of intensive unpermitted mill operations where he logged thousands of board feet, there might be a few more Bishop Pines.*
- “CDFW notes there needs a biological report to determine which species have the potential to occur.” *In the **JACOBSZON Rare Plant Assessment and Botanical Survey** of the property,” forty-six (46) special-status plant and wildlife species have the potential to occur within the Study Area and two sensitive biological communities are present (Bishop pine and a wetland).”*

#### RESPONSE from Coastal Permit Administrator and CNCC

- “Development in areas adjacent to environmentally sensitive habitat areas shall be sited and designed to prevent impacts which would significantly degrade such areas and be compatible with the continuance of such habitat areas. Sensitive species have been identified.”
- “No impacts are anticipated from the proposed BLA.” ***The BLA is not a stand-alone entity. It is intertwined with both parcels. Ecosystems do not stop at fences or lot lines. We counter that there will be irrevocable impacts from the proposed BLA and urge the CPA to reconsider.***
- “Lot B is within a Riparian habitat and Designated Resource Protection Area. Any further development in Lot B will require a Coastal Development Permit and will be further

reviewed at that time”. We urge that no development, under any condition of approval, be up for future review in Lot B and request the CPA to reconsider.

#### COMMENTS - CalFire

- “...a permit must be obtained from CAL FIRE prior to the commencement of (commercial) operations.”

#### RESPONSE - CNCC

- *This may be CalFire policy but it's seemingly arbitrarily handed out. Even though in his subdivision application, Swithenbank checked “**there will not be trees cut nor timber products sold, bartered, traded or exchanged**” -- in 2019 and 2020, he conducted large-scale mill operations on the property. The disturbing activity was reported by neighbors to Code Enforcement, CalFire and Planning. Yet no permits were obtained.*
- *The applicant had a good story for everyone. He was “giving it away” denying any “sale, barter, exchange or trade”. We believe he traded service for goods as commercial companies came and hauled the timber away. They may have dumped some loads “for free” onto family-owned lands but these timber/firewood companies also hauled away loads for themselves as they are in the business of selling firewood...they certainly didn't do all that harvesting and/or hauling of timber for nothing in return. So in our opinion, that's called a trade, barter or exchange of goods for services.*

#### COMMENTS – California Coastal Commission (CCC)

- “The CCC’s concerns include protection of ESHA on Parcel B, project consistency with LCP policies, allowed development on Parcel B and (needed) adequacy of services, such as water. The CCC supports CDFW’s comments that a deed restriction be place on Parcel B which states development shall not occur within 100-feet of the edge of the identified wetland”.

#### RESPONSE from Coastal Permit Administrator and CNCC

- “Septic and wells for the existing development on Lot A will not be affected by the Boundary Line Adjustment. Due to the location of sufficient water resource on Lot B, it is not anticipated the project will affect future wells.”
- ***Lot A lies in MARGINAL Water Resources.** There is not enough drinking water now, for existing residencies, let alone with a major subdivision. Since 2018, Environmental Health has requested twice for the applicant to hire a Qualified Hydrologist to conduct a Hydrological Study.*
- ***There are three essential reasons wells run dry.** 1) Shallow dug wells, 2) lowering of water table by increased pumping in the immediate area and 3) installation of larger capacity wells (industrial, municipal, agricultural) adjacent to residential areas.*
- ***The aquifer in this neighborhood will not produce enough water to naturally recharge the system because of the increased pumping due to a major subdivision, in addition to worsening climate change and reoccurring droughts.***
- *Travis has been out-of-compliance regarding his septic systems for years. He had 5 residencies on 1 permitted well and septic. After we complained to EH, he “put 2 trailers in storage”. We believe there are still 3 residencies with only 1 permitted well and septic.*
- *Development 100 feet from a critical wetland is NOT sufficient. If the Coastal Commission is serious about its mission, development on Lot B would not be allowed.*
- *We also urge the CPA to reconsider its position that shortsightedly separates the BLA from the whole property. Water, air and soil contamination know no boundaries.*

### Speaking of Contamination

The property in question **is on a known contaminated waste and dump site** (Geotracker Case #1NMC613), **which of course includes the Coastal Boundary Line.**

The previous owner for years conducted an illegal crushing operation where he buried vehicles, appliances, lead batteries, tires and other toxic material all over the property. Long-time residents were eye-witnesses to this appalling activity. Except for a letter written from the NC Water Quality Control Board in 2011, over the course of ten years, agencies did not follow up with property owners.

In 2019, neighbors became activated and complained to directors and planners at the Coastal Commission, NC Regional Water Quality Control Board, Ground Water Protection, and Dept. of Planning.

In 2020, the applicant hired Trans Tech Consultants to conduct a soil investigation on Lot A. The work plan was a sad statement to the agency(s) which approved it and unacceptable for the historic contamination at hand. TTC drilled in one little spot, only 6-18 inches deep, and with the location hand-pointed to by Travis Swithenbank...perhaps knowing they needed corroborating site evidence, the Waterboard culled the faded memory of a staff person who took the original contaminated soil sample in 2010.

Neighbors asked for a more thorough characterization of the property and were denied. We went to DTSC and asked if they would become the lead agency in the case but they could only apply phone call pressure to the Waterboard. Then the Waterboard asked us for “proof” of discharge, in order for them to request further soil investigation. We have numerous eye-witness oral reports from neighbors (written observances include: Barbara Williams ltr, Larry Dockins ltr) and Google Earth Pro’s archival images of heavy equipment grading and property degradation but everything was dismissed.

Not surprisingly, contaminated soil findings from TTC’s meager surface sampling were nominal to nonexistent and the company has recommended the case be closed. Wouldn’t Planning, the CCC and the CPA want this handled properly **before** entertaining the idea of allowing residential housing on the parcels? We urge that upon condition of approval for a BLA, a full characterization of the entire property be conducted by the Dept. of Toxic Substances Control.

### **Coastal Permit Administrator Key Issues – our position**

**#2.** *There is not a community sewage disposal system with “available capacity” as there has been no Qualified Site Evaluator to identify and design suitable septic systems and a Replacement Area for each parcel*

**#4.** *The Boundary Line Adjustment **WILL** result in a change in density because it opens the door for the applicant to build a major subdivision, thus increasing our rural density by nearly 30%.*

**#7.** *If the required setback and roads impact Lot 11 acreage, then Lot 11 will not have the legal RR-1 designation.*

**#11.** *What does “significantly degrade or destroy”, “adequate building site” mean?*

**LOT A is not an” adequate building site” if it is on contaminated soil, if there isn’t enough water, if septic is unable to perc properly, if it supports sensitive ecosystems and if all the neighbors oppose the development.**

**LOT B is not an” adequate building site”, period.**



## **Mendocino County's LAND USE PLAN--Coastal Element**

### **Chapter 2 – 2.2 Map Designations**

Rural Village – Coastal, Map Code: RV

Cleone is a designated **Rural Village**. Part of the written intent says to preserve and maintain the character of the rural atmosphere and visual quality of the following villages: Westport, Cleone, Caspar, Little River, Albion, Elk and Manchester.

As per the County's Land Use Plan 2.2, Intent - **Rural Residential classification, RR-1, is not intended to be a growth area.** We find this development is not compatible with the established physical scale of the area and does not conform to the certified local program (LCP).

### **Chapter 3— Resources and Development Issues and Policies**

#### **3.1 Habitats and Natural Resources – Coastal Element**

The property in question supports sensitive biological communities such as **Riparian Zones, Wetlands and Bishop Pine**. It also has numerous underground streams which feed the **critical coastal Inglenook Fen**. Reference 3.1-2, 3.1-10, 3.1-11, 3.1-33, Development.-30106, Coastal Act.

### **Chapter 3 – Resources and Development Issues and Policies**

#### **3.9 Locating and Planning New Development – Coastal Element**

3.9-1 An intent of the Land Use Plan is to apply the requirement of **Section 20250(a)** of the Act that new development be in or in close proximity to existing areas able to accommodate it.

**Addressing LUP criteria:** *Is there a community's desire for this amount and rate of growth? NO. Will there be any significant adverse effects on coastal resources? YES. Does water and sewage disposal capacity exist? NO. Is the proposed development consistent with all applicable policies of this Coastal Element? NO.*

### **Chapter 4 – Descriptions and Policies for Thirteen Planning Areas North Central CAC**

4.3-9 Highway 1 is the coastal zone boundary throughout the northcentral CAC area extending from Fort Bragg north to Cleone. The highway bisects Cleone, which is classified as a RURAL VILLAGE on the Coastal Element Land Use Maps. General Plan land use classifications on the east side of the highway should be matched closely with the Coastal Element classification on the west side of the highway in order to achieve a cohesive community for Cleone.

---

#### Summary opposition:

- The BLA is not a stand-alone entity. It is intertwined with both parcels. Ecosystems do not stop at fences or lot lines. We counter that there will be irrevocable impacts from an approved Boundary Line Adjustment.

- The size and scope of this development will cause significant adverse effects individually and cumulatively on residents, coastal resources and most importantly, the water supply. **Shouldn't we have an Environmental Impact Report (ERI)?**
- We find this development is not compatible with the established physical scale of the area and does not conform to the certified local program (LCP).
- LOT A is not an "adequate building site" if it is on contaminated soil, if there isn't enough water, if septic is unable to perc properly, if it supports sensitive ecosystems and if the neighbors oppose the development. LOT B is not an adequate building site, period.
- Cleone is a designated **Rural Village** and its character, rural atmosphere and visual quality is to be preserved and maintained.
- As per the County's LUP, **Rural Residential classification, RR-1, is not intended to be a growth area.**
- The proposed development lies in the **Marginal Water Resources designation** and where most of our homes reside.
- An additional **8 new large homes, 8 new septic systems and 8 new wells could potentially wreak havoc on the neighborhood water table.** This is in addition to his 3 existing residencies.
- The applicant had **unpermitted** septic systems for years and still isn't in compliance.
- Sensitive biological communities include the **Bishop Pine and a Wetland** and underground streams which feed **the critical coastal Inglenook Fen.**
- There are **delicate ecosystems** throughout the two parcels, especially in the Coastal Zone.
- There is an appalling history of **Hazardous Waste & Dumping** on the 22 acres from the previous owner.
- There was disconcerting agency neglect regarding the contaminated site for 10 years and recently a **completely unacceptable surface soil investigation** was conducted.
- **Unpermitted logging and large mill operations** have left unprotected hillsides and open root systems. Adjacent property owners fear soil erosion, toxic slug material and sewage run-off onto their properties.
- Irresponsible: "**call me when your water is running chocolate**", agency quote.
- Doing one's job: "**a case can be closed but still be a contaminated site**", agency quote.

We absolutely do not wish for this dreadful development in our rural community.

Please review public comments and resubmitted letters (originally sent to Sylvia Targ, Coastal Planner 11/20 when we thought there was a boundary line adjustment hearing). The *Concerned Neighbors of the Cleone Community* (CNCC) greatly appreciates your consideration and we **most strongly urge** the Coastal Permit Administrator and the Subdivision Committee **to deny** Travis Swithenbank's request for a Boundary Line Adjustment, B\_2017-0043.

THANK YOU. Carla Sarvis, Chair, CNCC

**CNCC Members:** Carla Sarvis, Alan Wilburn, Royce Peterson, Mary Meline, Dr. Bill Schieve, Elizabeth O'Hara, Dr. Stephen Lane, Barbara and John Williams, Nicole and William Martensen, Larry Dockins, Jane and Keith Oglesby, Eleanor Harvey, Nan Halstead, Anita and John Griffith.

**CNCC Supporters:** Margaret Iacuanello, Frank Gyselinck, Yolanda and Bruce Fletcher. Mike Higgins, Randy Poe, Steve Sabus, Fred Wright

Resubmitted 4/2/2021-Coastal Permit Adm./Subdivision Committee  
BLA, B\_2017-0043

**From:** Dr. Bill Schieve <[eastwest@mcn.org](mailto:eastwest@mcn.org)>

**Subject:** RE: BLA B\_2017-0043, Comments & Concerns

**Date:** November 16, 2020 10:39:07 AM PST

**To:** [sylvia.targ@coastal.ca.gov](mailto:sylvia.targ@coastal.ca.gov)

**RECEIVED**  
APR 02 2021  
Planning & Building Services

Dear Ms Targ:

I am writing to you to express my deep concerns (and provide some history backing those concerns) regarding the request from Travis Swithenbank (hereafter referred to as TS) for a Boundary Line Adjustment from the Coastal Commission (BLA B\_2017-0043). Thank you in advance for reading this admittedly lengthy email letter.

I have lived at my property address 32880 Nameless Lane for 22 years. My property directly borders the southwest corner of the TS 22 acre two parcels in question. I have been a Mendocino County Coast resident for 30 years, having previously lived at past owned property on Old Stage Road in Gualala for 8 years. It was there, because of a lawsuit over my neighbor's environmental damage, that I learned about the Coastal Commission. It is my understanding that it is the mandate and goals of the Coastal Commission to, broadly speaking, protect the environment, i.e protect species and their habitat, protect natural resources such as water, soil, and timber, protect plant life and species and trees, protect the rural setting atmosphere of the county, etc....to basically insure that the coastal community gets to continue to enjoy and live in what they decided to live here for...Nature.

I would state here with absolute assurance that TS's goals are completely anathema to the Coastal Commission's goals. His ONLY reason for a Boundary Line Adjustment is to get himself rid of the heightened regulations and restrictions that the Coastal Commission holds on the environment in order to more clear his path to wreak havoc on the property (which he has already done) to develop his subdivision. The history of his building contracting behaviors, including many lawsuits, code violations, permit and regulations violations are well known and documented by the county agencies protecting our community, but I will focus on just the history of what has occurred on the parcels in question to show how he has already demonstrated his disregard for what the Coastal Commission, I believe, is mandated to protect.

A) TS applied for a subdivision and boundary line adjustment (2/10/17) even BEFORE he had taken title to the property (2/28/17). He then, two years later (5/31/19), transferred title of the property to his Limited Liability Partnership, of which he was the only member. This is an example of his intentions to only use the property solely as a profit-making venture.

B) Within a very short time of his acquisition of the property, one of his first acts was to clear cut an entire stand of dozens and dozens (hundred?) of trees on the north end of the western parcel, with no permit and no pre-warning to any agency or the residents of Sashandre and Charlene Lanes. This destruction of tree cover and the inundating the Lanes' residences with wood burning smoke for over a week was finally reported to CalFire by an elderly resident of Sashandre. The outcome: CalFire stopped him and TS presented himself to the elderly

Sashandre resident and angrily threatened her with violence, stating "I can do whatever I want with my property and nobody's going to stop me." (direct quote). Such is an clear demonstration of his greed and aggressive disregard for community, environment, and resources.

C) When the stack of downed trees was noticed and remarked upon by code enforcement personnel during a site inspection some time later, TS quickly had it all cut up into firewood and sold it to a local firewood seller (I have pictures of how much wood it was), which was in direct violation of statement made in his subdivision application that he would NOT do such. Such is another example of his blatant disregard for regulations.

D) Within a very short time of acquiring the property, he moved in more residents/tenants, five residences now inhabiting three structures, having to then provide more toilets. The toilets within a very short time "were always backing up, overflowing". When I heard such testimony recently, I contacted the Environment Health (EH) department and was told that the only properly permitted septic system there was a 3 bedroom system permitted in 1981. I filed a formal complaint, the outcome, so far, of which is that TS told EH that he has other septic systems and that waste is not all going into the 1981 system. Which means there are illegal non-permitted septic systems on the property. TS was told by EH that they would "need discovery" on all of his septic systems. I am told by EH that "need discovery" means there needs to be a full on-site inspection and evaluation of all systems and all designated fields by a class B fully licensed civil engineer contractor, which TS is not (i.e he can't do his own evaluation). Interestingly, EH told me that TS has to accomplish this "before he can do a boundary line adjustment". Once again: demonstration of TS's disregard for regulations, proper permitting, and the health and safety of the environment and the community (and I am right next door downhill from such mess!).

E) I am told by water pump and well-digging contractors that there is a second and therefore illegal non-permitted water well on the property, as permits currently elucidate that there is only one properly permitted water well on the property. Again, demonstration of TS's disregard for the proper environmental regulation of resources.

F) In the Spring of 2019, Building and Planning (B&P) Code Enforcement, due to a formal complaint being filed, found that TS was doing a lot of building and remodeling without ANY proper permits. This is a very common modus operandi for TS and B&P has had to take him to task on pretty much every project he's ever done in the community. They issued a stop work order (as usual) and forced him to apply for proper permits. Such inspection and process is still ongoing. We can hope that B&P will continue to force TS to comply with building codes and regulations, off-setting his penchant for aggressive disregard of such codes and regulations.

G) During those initial B&P site inspections, the large amount of downed trees was discovered (see C)) AND it was discovered that he was digging into and trying to "clean out" a hazardous waste contaminated disposal site on the property that's been known about and tagged for many years. He was ordered to stop such activities and was told that the site obviously needs to be dealt with properly by the appropriate hazardous waste disposal agencies. This example of TS's reckless behavior may be the most concerning: if his self-centered disregard for laws, rules, codes, and regulations can lead him to expose hazardous toxic waste into the air, soil, and ground

water with such indifference to the effects of his aggressive behaviors on the natural environment and the people of the community, to what level wouldn't he stoop to accomplish his selfish profit agendas?

The last example given above of TS behaviors leads me to express another concern. It is my understanding that one of the reasons for the lines of the Coastal Zone being delineated as they are in our specific area is that there is a large underground aquifer to be protected right underneath the TS property. I would think that to allow him to affect a boundary line adjustment just to get the western portion of his property out of the Coastal Zone in order to then allow him more free reign to accomplish more of the environmental destruction that he has already demonstrated he has in mind for his property would be counter-productive and contra-indicated to the goals and mandate of the Coastal Commission, as I stated at the beginning of this letter/email.

In closing, let me state that I am fully aware that this correspondence is more emotional than intellectual and that I might seem to be presenting a slander of Travis Swithenbank. I'm not. The facts of his past behaviors are not disparate from the environmental issues at hand and at stake. A man's past behaviors demonstrate the values and attitudes which are in his heart and mind. And those values and attitudes reveal what his intentions are for the future. The intentions of greed, self-interest, and personal profit in this case are directly opposed to the Coastal Commission's intentions of community, environmental welfare, and altruism. I therefore implore you to reject the applicant's request for a Boundary Line Adjustment.

With respect and appreciation of your service,

Dr. Bill Schieve  
Concerned Neighbors of the Cleone Community (CNCC)  
32880 Nameless Lane  
PO Box 2571  
Ft. Bragg (Cleone), CA 95437  
707-961-1472



Resubmitted 4/2/2021-Coastal Permit Adm./Subdivision Committee  
B\_2017-0043

RECEIVED  
APR 02 2021

Planning & Building Services

## Travis Swithenbank lot line adjustment

**From:** Royce Peterson <[roycep\\_56@yahoo.com](mailto:roycep_56@yahoo.com)>

**Date:** November 13, 2020 at 10:09:42 AM PST

**To:** [sylvia.targ@coastal.ca.gov](mailto:sylvia.targ@coastal.ca.gov)

**Subject:** Travis Swithenbank lot line adjustment concerns

**Reply-To:** Royce Peterson <[roycep\\_56@yahoo.com](mailto:roycep_56@yahoo.com)>

Greetings,

I am writing to express my concerns regarding Travis Swithenbank's application for a lot line adjustment at his proposed large scale development on Nameless lane in Cleone, Ca.

I am a neighbor to this proposed development. I live adjacent to Nameless lane and fear that several concerns will make themselves apparent and impact many neighbors in proximity to this poorly thought out development.

We are aware that Mr.Swithenbank has, and continues to conduct his business without concern as to the effects inflicted upon his neighbors.

He has illegally logged this property in the recent past. There exists no clean up on this site which has been acknowledged to be contaminated due to it's history as a site where heavy industry took place for years with attendant contaminates in the soil and possibly, the aquifer as well.

We draw our water from the same aquifer and are experiencing low well levels as drought continues to be an issue here. I cannot imagine 11 more wells being dug and drawing from this limited resource. Quite frankly, the idea is chilling to me as it could be devastating to our communities.

These concerns are merely a highlight of all the many other concerns that plague the immediate neighbors of this developer.

We appreciate the Coastal Commission in it's role as an agency that holds developers to a higher standard. We hope that we can continue to enjoy our rural village status and lifestyle now and forever. Unfortunately, this developer threatens our peaceful existence and perhaps the commission will take our thoughts into account here.

Thanks for listening,

Royce and Mary Peterson

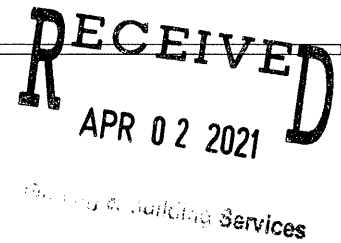


**pbscommissions - BLAB-2017-0043.Swithenbank**

---

**From:** "Frank" <frankg@mcn.org>  
**To:** <pbscommissions@mendocinocounty.org>  
**Date:** 4/2/2021 5:10 PM  
**Subject:** BLAB-2017-0043.Swithenbank

---



Dear CoastalPermit Administrator:

I am a neighbor of the property involved in the proposed boundary line adjustment located at 32800 Nameless Lane.

I'm writing to you today to express my opposition to : BLA-2017-0043. I believe that granting the property line adjustment

will only serve to open the door to Mr. Swithenbank's major subdivision application.

I request that you deny the property line adjustment.

Regards.

Frank Gyselink  
APN.069-293-2500

**RECEIVED**  
APR 03 2021

**From:** Timothy Gaughen <timgaughen@gmail.com>  
**To:** <pbscommissions@mendocinocounty.org>

**Date:** 4/3/2021 1:36 PM

**Planning & Building Services**

**Subject:** CASE: B2017-0043 Applicant: Vance Ricks Location Nameless Lane Agent: Jim  
Ronco Staff Planner Mark Clister

Coastal Permit Administrator:

We live very close to the requested boundary line adjustment ...We have 2 concerns if this request is approved and a 10 parcel subdivision is established.

1. Water..How will 10 more home sites effect our water supply? We have purchased water at \$325.00 per delivery...up to ten times last year. These home sites will directly effect out ability to have water.

2. Traffic...This is a nice quiet country road..right now...ten homes sites with 2 vehicles each would add quite a bit more traffic to our peaceful existence. Not good...or safe for our grandchildren.

We urge you to vote no on issuance of a coastal development permit on the boundary line adjustment.

Thank you, Timothy and Kathleen Gaughen

32920 Nameless Lane, Fort Bragg, Ca 95437

timgaughen@gmail.com

>>> Stephen Lane <stevenlane@gmail.com> 4/4/2021 11:51 PM >>>  
TO: Subdivision Committee and Coastal Permit Administrator  
FROM: Stephen M. Lane  
DATE: April 4, 2021  
RE: Travis Swithenbank, B\_2017-0043/Boundary Line Adjustment

**RECEIVED**  
**APR 04 2021**

**Planning & Building Services**

Thank-you for this opportunity to make some on-the-record comments regarding the Swithenbank request for a Coastal Commission boundary-line-adjustment, Case B\_2017\_0043.

My wife and I live at 32451 Nameless Lane in Cleone, about 350 feet from the eastern edge of the Swithenbank property.

My statements focus on the contamination resulting from the illegal automobile and appliance disposal business run by Mr. Dewey Sprague, a previous owner of the Swithenbank property. I will make clear at the end of this note the relevance of this topic to the Coastal Commission boundary line adjustment decision and the reasons I am asking that the request be denied.

In the process of buying our property on Nameless Lane in 2011 we were informed that Mr. Sprague had been recently cited and ordered to halt an illegal junk car and appliance disposal by burial business. Soil tests showed considerable soil contamination from diesel, gasoline, and motor oil.

We were informed that because our property shared a common aquifer there was the potential threat of water contamination then and in the future. After hundreds of dollars of sensitive tests we detected no contamination in our water but still consider it an ongoing concern.

As far as we know, there is no documentation as to the extent or duration of Mr. Sprague's illegal and perhaps criminal activity. From information obtained from eye witnesses, the quantity of disposed cars and appliances could be characterized as extensive. At least one witness has described how and where Mr. Sprague buried a junked Jeep in a 10-20 ft. deep hole. Mr. Sprague has since passed away so can no longer inform us in these matters.

In 2010, Mr. Sprague was requested by California Regional Water Quality Control Board to halt his disposal activities and perform more extensive testing. He ignored the testing request, leaving the case open to this date. No follow-up was taken by regulators until recently when neighbors brought this to their attention and encouraged them to require further testing before the development application was reviewed.

In 2017, the new property owner, Mr. Swithenbank, applied for permits to adjust the Coastal Commission boundary line and develop an 11-parcel sub-development. In answering the subdivision application question concerning the prescience of hazardous waste on the property, he responded NO.

Subsequently Trans Tech Consultants performed testing that consisted of taking 3 samples from each of 4 closely spaced positions at depths of 6, 12, and 18 inches.

When regulators were asked to justify why over a 20 acre property with cars and appliances buried throughout to depths of 20 feet there were only 4 shallow samples, all taken in one small area, we were told that this was 1) standard methodology, 2) it is how it is always done, and 3) their in-house lawyers have approved this protocol. Common sense and our lawyers opinions would suggest otherwise. Also troubling, as the Trans Tech report reveals, is that the property owner, a person who clearly has a conflict of interest, was allowed to select the sampling site. This is a classic case of sampling bias, that is the intentional or unintentional distortion of findings by insufficient or poorly selected sampling locations.

The testing report says that only insignificant amounts of diesel and motor oil contamination were found in two of the samples. Therefore they ask that the case be closed. Online documents from the California Regional Water Quality Control board specify the maximum allowed hydrocarbon contamination in soil be no more than 400 mg/kg. The previous tests showed 20,000 to 30,000 mg/kg. Even with the limited sampling, 2 of the 4 current sampling sites resulted in positive detection of diesel and motor oil contamination at levels up to 66 mg/kg, 16.5% of the allowed maximum. It is a near certainty that if more samples had been obtained throughout the property including those at depths where the actual sources are located, concentrations that exceed the allowed maximum would have been found. In my view, the findings in the Trans Tech report do not justify the dismissal of the case.

One regulator told us they have confidence that there is little or no remaining contamination on the property because the hydrocarbons will have degraded over time. This is true for dispersed refined hydrocarbons in soils, but in all likelihood the gasoline, diesel, and motor oil are still contained intact within fuel tanks and crankcases, which will eventually leak their contents into the soil and water. To make matters even more concerning is the possible lead pollution from the numerous car batteries.

Regulators have stated that even if the development is approved, the developers may be required to bring to the attention of regulators any new discoveries related to contamination. Neighbors noting that the existing contamination was never acknowledged in the original subdivision application along with other irregularities and misstatements give little cause for confidence that such discoveries will be reported.

By no means am I an expert on soil and water testing. But neither am I a non-technical uninformed observer. I worked as a researcher and program manager for 35 years at a large national laboratory and 10 years at the University of California before becoming an independent scientific consultant in 2014. One of my areas of expertise is chemical and biological sensing having numerous peer reviewed publications and patents on these topics.

How does all this relate to the boundary adjustment?

1. The approval of the boundary line adjustment will open the door to the possibility of constructing a large 11-parcel sub-development on top of a buried junk yard. Approval should be withheld until a thorough and unbiased soil and water study has shown it safe to proceed.
2. No tests were performed on the portion of the property to be transferred to the Coastal Commission even-though there is inferential evidence of car disposals in that area.
3. A neighbor knowledgeable in this area has pointed out that the under-grounding of services and grading operations could enhance the above and below surface water flow of contaminants beyond the boundaries of the development and onto other Coastal Commission lands that are downhill to the west of the sub-development.

I believe that any reasonable person understanding the details of these matters would agree that allowing the project to proceed without proper testing would, in this particular case, call into question the Coastal Commission's adherence to its charter of protecting the Californian coastal lands. For these reasons I ask that you deny the boundary line adjustment request.

Respectfully,

Stephen M. Lane, Ph.D.

**pbscommissions - BLA/B\_2017-0043.Swithenbank**

---

**From:** Alan Wilburn <alandwilburn@gmail.com>  
**To:** <pbscommissions@mendocinocounty.org>  
**Date:** 4/4/2021 4:33 PM  
**Subject:** BLA/B\_2017-0043.Swithenbank

---

**RECEIVED**  
APR 04 2021

Planning & Building Services

Coastal Permit Administrator:

My concern is that a Boundary Line Adjustment will be approved on two 10+-acre parcels, one of which is a documented Hazardous Waste and Dump site. How can a BLA even be considered before this site has been thoroughly and properly investigated and remediated. The recent soil investigation by Trans Tech Consultants, with site location directed by the applicant (a conflict of interest), was unacceptable in both breadth and depth.

Looking back, nothing was done by any pertinent agency for 10 years and I now discover that Mendocino county agencies hold themselves clear of any wrongdoing by their Indemnification and Hold Harmless Clause.

I'm disappointed. It seems that you have nothing to lose by approving this Boundary Line Adjustment, yet my neighbors and I have everything to lose.

I strongly oppose the BLA, B\_2017-0043 and request that you give serious consideration to everyone's concerns and comments.

Thank you.

Alan Wilburn  
24570 Jimmie Lane  
Cleone, CA 95437

# VANNUCCI MOMSEN MORROW

Attorneys at Law  
An Association of Sole Practitioners

---

Philip M. Vannucci  
Brian S. Momsen  
The Hofman Building  
308 S School St., 1st Fl.  
Ukiah, CA 95482  
Phone: 707.462.0900  
Email: pvannucci@vmm-law  
Email: bmomsen@vmm-law.com

Colin W. Morrow  
The Penny Farthing Building  
45060 Ukiah St., 2nd Fl.  
P.O. Box 1214  
Mendocino, CA 95460  
Phone: 707.380.1070  
Email: cmorrow@vmm-law.com

April 6, 2021

## VIA EMAIL ONLY

County of Mendocino  
Department of Planning and Building Services  
860 North Bush St.  
Ukiah, CA 95482  
(pbs@mendocinocounty.org)

Re: Hearing Date & Time: April 8, 2021 @ 11:00 AM  
Case Number: B 2017-0043  
Date Filed: 6/30/2017  
Owner: WM Parentship, LLC & Travis Swithenbank  
Applicant: Vance Ricks  
Agent: Jim Ronco  
Staff Planner: Mark Cliser  
Re: Demand for Denial of Boundary Line Adjustment Application

To whom it may concern:

### I. Introduction

I represent Dr. William Schieve, and I write on behalf of him in my capacity as his attorney. Dr. Schieve is a resident of Mendocino County. Dr. Schieve resides at—and owns the real property located at—32880 Nameless Lane in the northern Cleone area Fort Bragg, California. Dr. Schieve's real property directly abuts one of the parcels subject to the above referenced boundary line adjustment application. Dr. Schieve wholly objects to the approval of the boundary line adjustment application referenced above, including for the reasons described herein and based upon any and all other reasons that may be raised by other opponents in the course of the review of the above referenced application.

Very generally, the Nameless Lane community and real properties subject to this application straddle the Coastal Zone boundary. The area possesses only marginal water resources. At least seventy-three species of sensitive flora and forty-three species of sensitive fauna can reasonably be expected to be found in the vicinity of the area. There facts are contained in documents attached hereto as Exhibit A that the applicant himself has submitted to



the California Coastal Commission. Nameless Lane is a small private road only twenty feet in width that connects to Highway One at a T-shaped intersection lacking any turn pocket. There is no other route in ingress or egress serving the community. Residents depend upon individual groundwater wells, but a Department of Water Resources survey excerpts of which are attached hereto as Exhibit B not that among other things, “[n]orth of Cleone . . . terrace deposits are generally less than 10 m (33 ft) thick, discontinuous, and less dependable as sources of usable groundwater.” This report also notes that there may be a concealed hinge fault located in the area.

For the reasons described below, and any other arguments that may be raised in relation to this matter, the above referenced boundary line adjustment should not—and cannot—be approved.

**II. The Purported Boundary Line Adjustment, As Proposed, Would Impermissibly Result in the Creation of New Parcels Within the Meaning of the Subdivision Map Act**

*only 2 parcels to be created*

The exclusion from the Subdivision Map Act ordinarily applicable to boundary line adjustments is found in Government Code section 66412, subdivision (d). Among the constraints in this subdivision is that a boundary line adjustment cannot create “a greater number of parcels than originally existed.” Mendocino County Code section 17-17.5 similarly constrains any boundary line adjustment as “not for the purpose of creating an additional lot or parcel.”

The definition of a lot or parcel for purposes of the Subdivision Map Act is broad. Under Government Code section 66424:

“Subdivision” means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease, *or financing*, whether immediate or future.

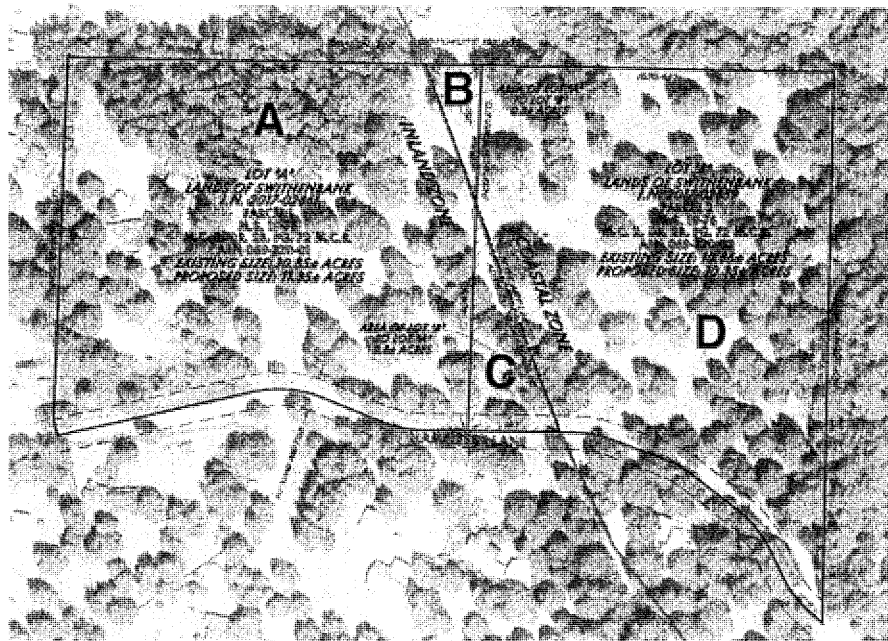
(Emphasis added.)

This definition has routinely and consistently been broadly construed. Especially pertinent here—without limitation—is that the act of creating multiple deeds of trust upon different portions of a parcel or unit of land constitutes a division of land within the meaning of a “subdivision” under this section. (58 Op.Atty.Gen. 408 (1975); *see also* Miller & Starr, 7 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 20:3 [“A ‘subdivision’ within the Act also includes any ‘division’ of land for purposes of financing.”].)

Here, as demonstrated by the preliminary title report attached hereto as Exhibit C, APN 069-320-01 (“Tract One”) is owned by WM Partnership, LLC (“WM Partnership”) subject to a deed of trust recorded in Official Records as 2019-06260 stating that it secures an indebtedness in favor of beneficiary Summit State Bank (“Summit”). APN 069-320-02 (“Tract Two”) is owned by Travis Swithenbank (“Swithenbank”) subject to a deed of trust recorded in Official

Records as 2019-00113 stating that it secures an indebtedness in favor of beneficiary Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005 (collectively “Perry”).

Accordingly, even if WM Partnership and Swithenbank execute a deed to effectuate the boundary line adjustment, because that deed will be subject to the existing deeds of trust, such a boundary line adjustment will result in four parcels or lots as those terms are broadly defined under the Subdivision Map Act. The following figure—based of a figure provided in Swithenbank’s own application—illustrates as much:



The labels of A, B, C, and D on the above figure illustrate that under the broad definition of a lot, parcel, and/or subdivision under the Subdivision Map Act, four parcels will exist:

- A** represents the portion of the new Tract One that will be subject to the Summit deed of trust.
- B** represents the portion of the new Tract Two that will be subject to the Summit deed of trust.
- C** represents the portion of the new Tract One that will be subject to the Perry deed of trust.
- D** represents the portion of the new Tract Two that will be subject to the Perry deed of trust.

Put simply—at a bare minimum—to approve the boundary line adjustment as submitted would be contrary to both the Subdivision Map Act and the Mendocino County Code. The boundary line adjustment would improperly be creating additional and substandard parcels. The



County would not be proceeding in a manner required by law.

### III. The Boundary Line Application Fails to Supply Required Information

Mendocino County Code section 17-17.5 requires that a “tentative map of a proposed boundary line adjustment *shall* contain”—among other things—“[t]he approximate location of all existing or proposed easements together with the purpose thereof.” (Mendocino County Code section 17-17.5 & *id.* at subd. (E) (emphasis added).)

*easement will remain Nameless Lane. No easements on site.*  
As the preliminary title report attached hereto as Exhibit C demonstrates, the subject parcels are burdened by, among other things, easements described in the deeds recorded at Book 40 of Deeds Page 543; Book 46 of Deeds Page 365; and Book 898 Page 163 of Deeds; as well as the subdivision map recorded at Map Case 2, Drawer 28, Page 72.

Copies of these instruments are collectively attached hereto as Exhibit D. Nevertheless, the only easement referenced in the boundary line adjustment application is the sixty-foot-wide road and public utility easement on Nameless Lane.<sup>1</sup> The subdivision map recorded at Map Case 2, Drawer 28, Page 72 specifically calls out that “[a]ll natural draws and creeks constitute a drainage easement being determined by the highwater mark plus five feet or a minimum width of twenty feet,” yet there is not an iota of information describing these easements in the boundary line adjustment application. Such easements may render vast swaths of the proposed boundary adjusted parcels unbuildable, but one cannot tell without the easements being depicted as required under the County of Mendocino’s own code. The easements described in the deeds recorded in Book 40 of Deeds Page 543 and Book 46 of Deeds Page 365 similarly appear to have been totally glossed over.

The Mendocino County Code is unequivocal as to it being required that these easements “shall” be described in the tentative map, but the applicant has failed to describe them. Accordingly, to approve the boundary line adjustment would be to fail proceed in a manner required by law.

### IV. Approval of the Boundary Line Adjustment Is Not Exempt from CEQA; the County Is Engaging Impermissible Piecemealing

*Site does not CEQA code*  
The California Environmental Quality Act (“CEQA”) generally requires that a government project be subject to environmental review both to educate all sides as to potential environmental impacts and to consider appropriate mitigation measures. CEQA defines a “project” as a public action “which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (Pub. Res. Code § 21065.) “CEQA’s conception of a project is broad,” and “the term is broadly construed and

<sup>1</sup> Please note, however, that this easement—even though described as Nameless Lane—has only been developed as a far narrower twenty-foot-wide driveway and does not appear to meet the CalFire regulations attached hereto as Exhibit E.

applied in order to maximize protection of the environment.” (*Nelson v. County of Kern* (2010) 190 Cal.App.4th 252, 271.)

Here, it is plain that this is not a boundary line adjustment existing in isolation—which is all that categorical exemption 5a was ever intended to address. Instead, this application is part of a broader subdivision project that is indisputably not exempt from CEQA and will undoubtedly have effects on the environment. The entire project must be examined as a whole and cannot be piecemealed:

An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient EIR; the defined project and not some different project must be the EIR’s bona fide subject. . . . CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be . . . , premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process.

(*Burbank-Glendale-Pasadena Airport Authority v. Hensler* (1991) 233 Cal.App.3d 577, 592 [284 Cal.Rptr. 498, 506–507 (citations and quotation marks omitted); *see also Golden Door Properties, LLC v. County of San Diego* (2018) 27 Cal.App.5th 892, 905–906 [invalidating environmental planning document for taking piecemeal approach].)

Additionally, even where a CEQA exemption applies, there are also exceptions to the exemptions and the respondent, defendant, or real party in interest in any judicial proceeding that challenges an act will need to defend not just the exemption but all implied findings that the exceptions to the exemptions do not apply. (*See* Cal. Code Regs., tit. 14, § 15300.2; Miller and Starr, 8 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 26:9.)

At least three exceptions to any CEQA exemptions are plainly present here: Location, cumulative impacts, and the presence of hazardous waste. (Cal. Code Regs., tit. 14, § 15300.2, subdivisions (a, b, & e).)

As to location, the County of Mendocino itself admits the project to be hydrologically connected to the Inglenook Fen watershed via an onsite wetland. The County of Mendocino itself explains that the Inglenook Fen is a Resource Area as designated by the California Natural Areas Coordinating Council and acknowledges that future development should be conditioned to establish buffer areas so that development does not encroach upon the wetland. The County of Mendocino itself also notes soils conducive to sensitive Bishop Pine forest and that Bishop Pines were noted on the site in question. Additional information on Inglenook Fen is described in the material attached hereto as Exhibit F.

As to cumulative impacts, this dovetails with the already mentioned subdivision and piecemealing. Traffic will increase, additional vehicle miles driven by residents of new

development will have greenhouse gas implications, the local water table that feeds neighbors' groundwater wells will be impacted, soil will be disturbed, flora and fauna will be impacted. The list goes on.

As to hazardous waste, there are unaddressed hazardous waste concerns in relation to the subject real property. Per the documents attached hereto as Exhibit G, in September 2010, the Mendocino County Air Quality Management ("MCEHD") district collected a soil sample at the subject real property that contained high diesel and motor oil concentrations. In December 2010, MCEHD issued an unauthorized release report for unpermitted activities involving crushing using heavy equipment of vehicles and appliances for metal scraping. This matter is still open and unremedied. Per Exhibit G, in February 2021 petroleum/hydrocarbon products were still present in the soil. Neighbors report a history of vehicle crushing operations on the subject real property, and such vehicles could have contained a multitude of contaminants. My client and the other real property owners in the area depend upon both groundwater wells for their domestic water and any plumes or other contamination within the water table are of paramount concern. Finally on the topic of hazardous waste—and dovetailing with the concerns of cumulative impacts and piecemealing—the only recent testing has been at the very surface of the soil. If the land is to be subdivided and developed, however, deeper plumes may be disturbed and caused to migrate. The impacts could affect not just human neighbors, but also the flora and fauna that call the area home. The research attached as Exhibit H demonstrates that metal contamination in soils can affect Bishop Pines, which are present in the area.

"[A] finding of categorical exemption cannot be sustained if there is a 'fair argument' based on substantial evidence that the project will have significant environmental impacts, even where the agency is presented with substantial evidence to the contrary." (*Banker's Hill, Hillcrest, Park West Community Preservation Group v. City of San Diego* (2006) 139 Cal.App.4th 249, 262, fn. 12 quoting *Fairbank v. City of Mill Valley* (1999) 75 Cal. App. 4th 1243.) "This unusual 'fair argument' standard of review over a public agency's decision has been characterized as setting a 'low threshold requirement for initial preparation of an EIR and reflects a preference for resolving doubts in favor of environmental review when the question is whether any such review is warranted.'" (*Georgetown Preservation Society v. County of El Dorado* (2018) 30 Cal.App.5th 358, 370 quoting *Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1316–1317.)

Finally on the subject of CEQA, this matter is not subject to the ministerial exemption. The County has already demonstrated discretion exists, the boundary line adjustment is part of a broader project, and—as discussed below—state statutes and local codes contemplate that the project must be found to comport with the general plan, and such a finding is necessarily discretionary.

In other words, relying upon a categorical exemption is the weakest CEQA approach to rely upon if a matter ends up in Court. It is the approach most likely to expose the County of Mendocino, Swithenbank, and WM Partnership to a court order compelling it to comply with CEQA and to pay the opposing party's legal fees.



#### V. To Approve the Application Would Be Contrary to the General Plan

“[T]he general plan has been aptly described as the constitution for all future developments within the city or county.” (*Orange Citizens for Parks & Recreation v. Superior Court* (2016) 2 Cal.5th 141, 152 [“Orange”] (citations and quotation marks omitted).) “The propriety of virtually any local decision affecting land use and development depends upon consistency with the applicable general plan and its elements.” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d at 553, 570 quoting *Resource Defense Fund v. County of Santa Cruz* (1982) 133 Cal.App.3d 800, 806.) “An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment.” (*Orange, supra*, 2 Cal.5th at p. 153 quoting Governor’s Office of Planning & Research, General Plan Guidelines (2003) p. 164.)

To approve this boundary line adjustment in the context of the applicant’s broader plan to subdivide real property for development would be contrary to Mendocino County’s General Plan. Moreover, Government Code section 66412, subdivision (d)—discussed above—specifically contemplates that body reviewing will consider whether a “lot line adjustment will conform to the local general plan.”

Mendocino County’s General Plan contemplates that part of the costal element is “[t]o preserve and maintain the character of the rural atmosphere and visual quality of” villages such as Cleone and other nearby communities. (General Plan, Costal Element, Chapter 2.2, Rural Village Land Use Classification.) The “principal permitted use” for parcels in rural coastal villages such as Cleone is “[o]ne dwelling unit per *existing* parcel and associated utilities and light agriculture.” (*Ibid.* (emphasis added).).

*No add'l parcels are proposed.*

Expanded traffic pressure from a subdivision enabled by the boundary line adjustment may also run contrary to the Mendocino County General Plan’s specific acknowledgement of Public Resources Code section 30254’s requirement that “in rural areas of the coastal zone [Highway 1] remain a scenic two-lane road.” (General Plan, Costal Element, Chapter 3.8, Transportation, Utilities and Public Services.)

The applicable staff report also fails to adequately address Costal Element Policy 3.8-7. This policy requires that:

Land divisions and subdivisions creating new parcels or building sites or other proposed development, *including lot line adjustments*, mergers and issuance of conditional certificates of compliance shall be approved only where a community sewage disposal system with available capacity exists



and is obligated to provide service or where a satisfactory site for a sewage system exists. *Leach field approval shall require satisfactory completion of a site evaluation on the site of each proposed septic system.*

(Emphasis added.)

The plain reading of this policy is that before a boundary line adjustment can be processed in a coastal area such as Nameless Lane that does not have a community sewage disposal system then an actual site evaluation of any contemplated leach field must be completed prior to the boundary line adjustment. Per the subdivision map recorded at Map Case 2, Drawer 28, Page 72 “[t]he Division of Environmental Health has [long ago] determined that sub surface drainage may be required to assure proper functioning of sewage system disposal fields.” Nevertheless, the County is glossing over what it has already identified as being an issue.

#### **VI. Judicial Relief Will Be Sought If Necessary**

The County of Mendocino should not—and cannot—approve this boundary line adjustment application. The County would not be proceeding in a manner required by law for a plurality of separate and independent reasons. The County would be wantonly exposing itself, WM Partnership, and Swithenbank to a potential writ or declaratory relief action. A prevailing plaintiff attorney fee award under—without limitation—Code of Civil Procedure section 1021.5 inclusive of potential catalyst fees would almost be certain.

There is no guarantee that Swithenbank in his capacity as applicant will have the resources to actually indemnify the County of Mendocino for what could potentially prove a costly attorney’s fee award in favor of Dr. Schieve as a prevailing party and the County of Mendocino may be stuck footing the bill.

At the end of the day this unlawful boundary line adjustment is nothing more than an effort by WM Partnership and Swithenbank to do an end around longstanding protections coastal protections. WM Partnership and Swithenbank should not be allowed to make use of an unlawful boundary line adjustment in lieu of going through the coastal development permitting process. Law and pragmatism both compel the denial of the present application.

On behalf of my client, Dr. William Schieve, I respectfully ask that the present boundary line application be denied.

Respectfully submitted,

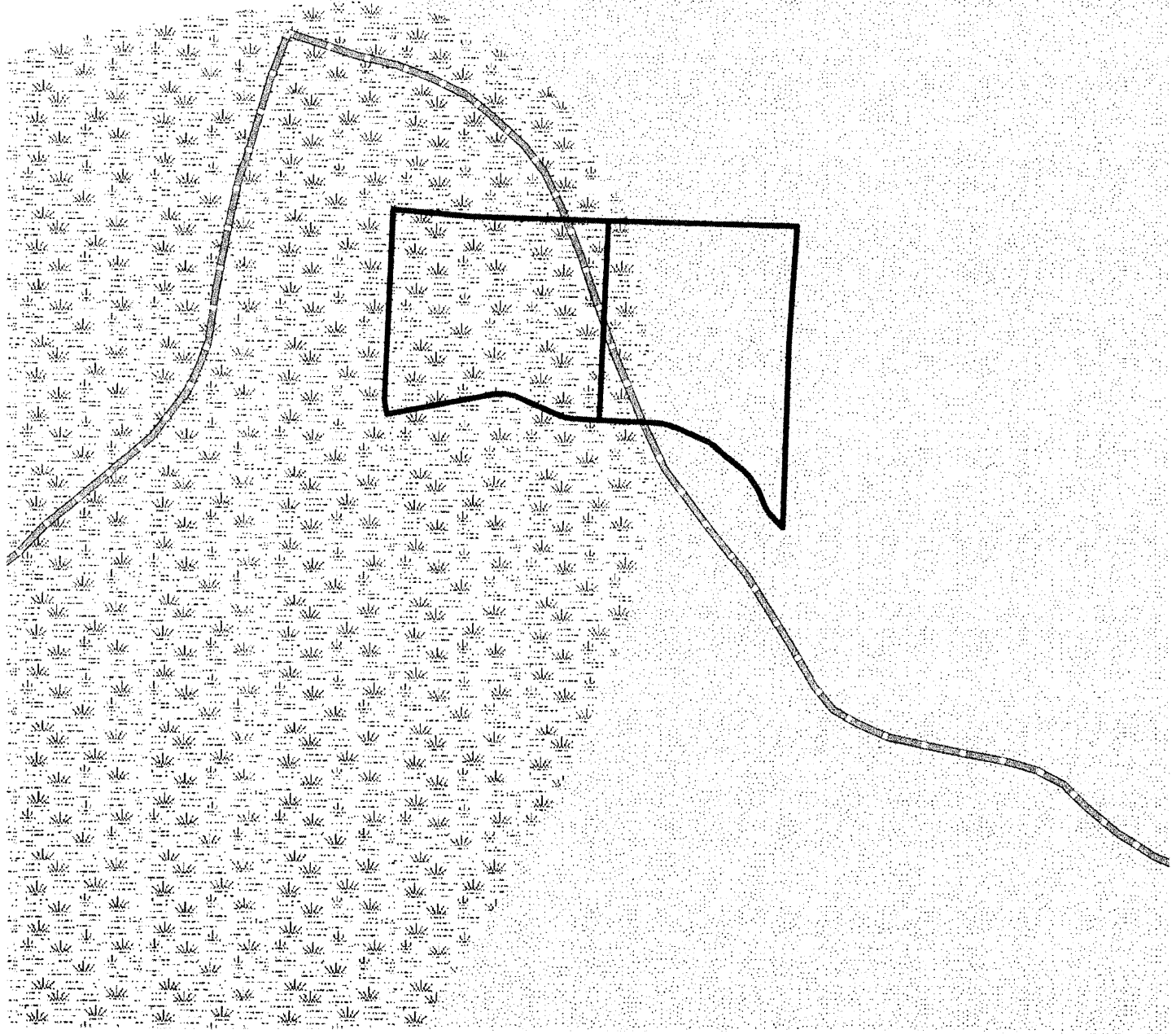


Colin Morrow





County of Mendocino  
Department of Planning and Building Services  
April 6, 2021  
Page 9 of 9

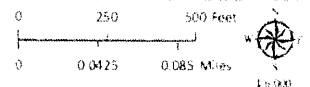
CC (email only):     Client  
                             Concerned Neighbors of the Cleone Community

# EXHIBIT A



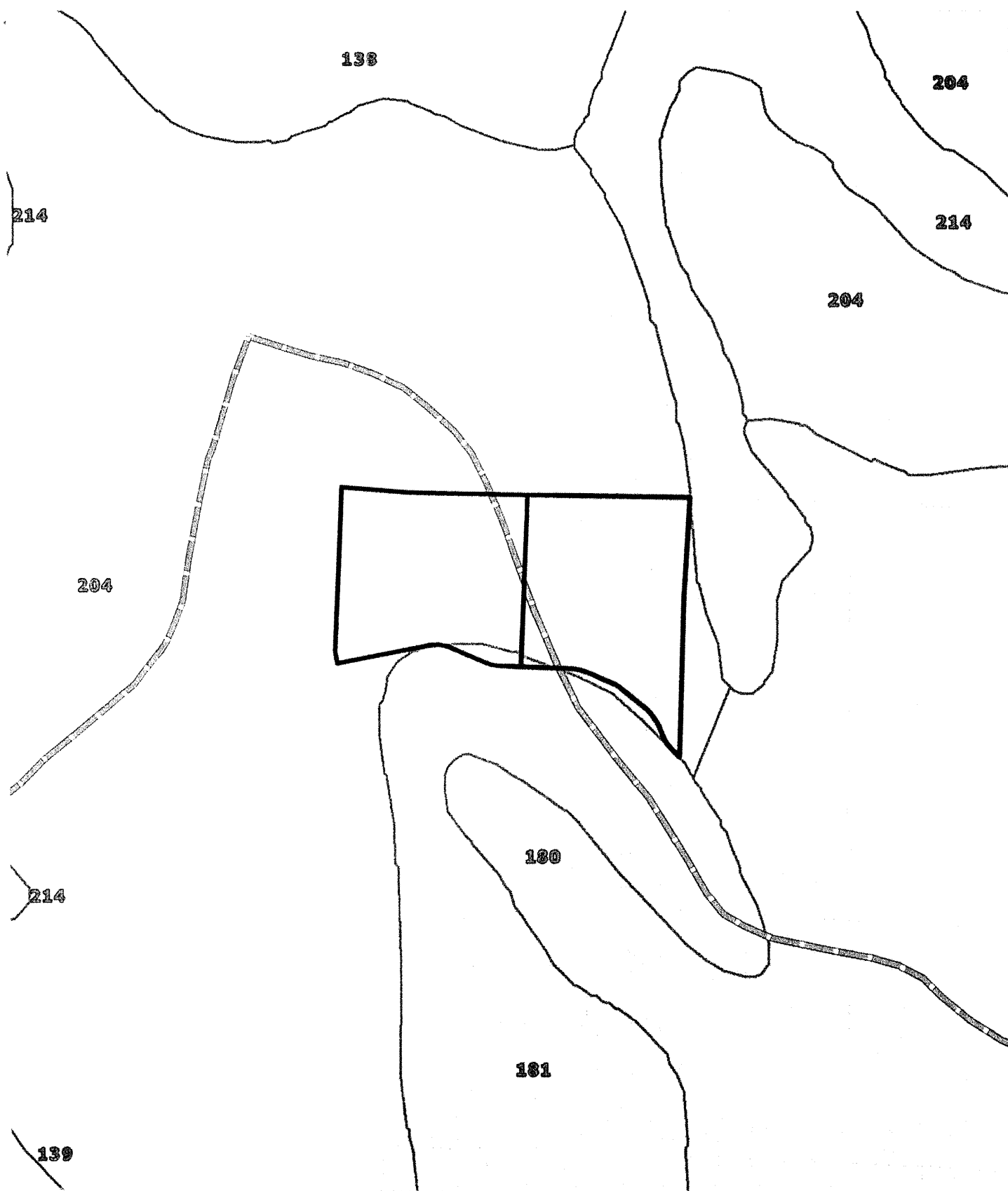
CASE: S 2017-0003  
 OWNER: SWATHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Ronco  
 ADDRESS: 12800 Namofless Lane, Fort Bragg

 Coastal Zone Boundary  
 Dunes  
 Sufficient Water Resources  
 Marginal Water Resources



## GROUND WATER RESOURCES

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND.  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

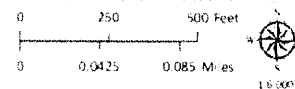


CASE: S 2017 0003  
 OWNER: SWITHENBANK, Travis  
 APN: 069-320-01  
 APLCT: Vance Ricks  
 AGENT: Jim Roonen  
 ADDRESS: 32800 Nameless Lane, Fort Bragg

Coastal Zone Boundary

Western Soil Classes

Bishop Pine



LOCAL SOILS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND  
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

#### 4.2 Special-Status Species

##### 4.2.1 Special-Status Plant Species

Upon review of the resource databases listed in Section 4.2, seventy-three (73) special-status plant species have been documented within the vicinity of the Study Area. Please refer to Appendix B for a table of all special-status plant species with a potential to occur, as well as a discussion of the likelihood for each species to occur within the Study Area based on habitat present. Of the 73 special-status species documented within the vicinity of the Study Area, forty-seven (47) special-status species are unlikely or have no potential to occur due to:

- Hydrologic conditions (e.g., vernal pools, riverine) necessary to support the special-status plant species are not present within the Study Area;
- Edaphic conditions (soils, e.g., rocky outcrops, serpentinite) necessary to support the special-status plant species are not present within the Study Area;
- Topographic conditions (e.g., montane) necessary to support the special-status plant species are not present within the Study Area;
- Unique pH conditions (e.g., alkali scalds, acidic bogs) necessary to support the special-status plant species are not present within the Study Area;
- Associated vegetation communities (e.g., interior chaparral, tidal marsh) necessary to support the special-status plant species are not present within the Study Area;
- The Study Area is geographically isolated (e.g., outside of required elevations, coastal environment) from the documented range of the special-status plant species;

The twenty-six (26) special-status plant species with potential to occur within the Study Area are described below:

- **Humboldt County milk-vetch** (*Astragalus agnicidus* - Rare Plant Species Rank 1B.1): Broadleafed upland forest, North Coast coniferous forest, mixed evergreen forests: openings, disturbed areas, sometimes roadsides; Blooming period – April to September.
- **Bolander's reed grass** (*Calamagrostis bolanderi*- Rare Plant Rank 4.2): Bogs and fens, Broadleafed upland forest, Closed-cone coniferous forest, Coastal scrub, Meadows and seeps (mesic), Marshes and swamps (freshwater), North Coast coniferous forest/mesic. Elevation ranges from 0-1495 feet. Blooming period- May to August.
- **coastal bluff morning-glory** (*Calystegia purpurata* ssp. *saxicola*- Rare Plant Rank 1B.2): Coastal bluff scrub, Coastal dunes Coastal scrub, North Coast coniferous forest. Elevation ranges from 0-345 feet. Blooming period- (March) April to September.
- **swamp harebell** (*Campanula californica*- Rare Plant Rank 1B.2): North Coast coniferous forest, Marshes and swamps (freshwater), Bogs and fens, Closed-cone coniferous forest, Coastal prairie, Meadows and seeps/mesic. Elevation ranges from 0-1330 feet. Blooming period- June to October.
- **lagoon sedge** (*Carex lenticularis* var. *limnophila*- Rare Plant Rank 2B.2): Bogs and fens, Marshes and swamps, North Coast coniferous forest/ shores, beaches, often gravelly. Elevation ranges from 0-20 feet. Blooming period- June to August.





- **green yellow sedge** (*Carex viridula* ssp. *viridula*- Rare Plant Rank 2B.3): North Coast coniferous forest (mesic), Bogs and fens, Marshes and swamps (freshwater). Elevation ranges from 0-5250 feet. Blooming period- (June) July to September (November).
- **Pacific golden saxifrage** (*Chrysosplenium glechomifolium*- Rare Plant Rank 4.3): North Coast coniferous forest, Riparian forest/ streambanks, sometimes seeps, sometimes roadsides. Elevation ranges from 30-1495 feet. Blooming period- February to June (July).
- **Oregon goldthread** (*Coptis laciniata* - Rare Plant Species Rank 4.2): Meadows and seeps, North Coast coniferous forest (streambanks), redwood forest, Douglas-fir forest, riparian: mesic, equally likely to occur in wetland and non-wetland; Blooming period- March to April.
- **Bunchberry** (*Cornus canadensis*- Rare Plant Rank 2B.2): Bogs and fens, Meadows and seeps, North Coast coniferous forest. Elevation ranges 195-6300 feet. Blooming period- May to July.
- **Tracy's tarplant** (*Hemizonia congesta* ssp. *tracyi*- Rare Plant Rank 4.3): Coastal prairie, Lower montane coniferous forest, North Coast coniferous forest/openings, sometimes serpentinite. Elevation ranges from 390-3935 feet. Blooming period- May to October.
- **harlequin lotus** (*Hosackia gracilis* - Rare Plant Species Rank 4.2): Wetlands, roadsides, occasionally non-wetlands: broadleaf upland forest, coastal bluff scrub, closed-cone coniferous forest, cismontane woodland, coastal prairie, coastal scrub, meadows and seeps, marshes and swamps, North Coast coniferous forest, mixed evergreen forest, valley and foothill grassland. Blooming period- March to July.
- **marsh pea** (*Lathyrus palustris*- Rare Plant Rank 2B.2): Bogs and fens, Coastal prairie, Coastal scrub, Lower montane coniferous forest, Marshes and swamps, North Coast coniferous forest/ mesic. Elevation ranges from 0-330 feet. Blooming period- March to August.
- **coast lily** (*Lilium maritimum*-Rare Plant Rank 1B.1): Broadleafed upland forest, Closed-cone coniferous forest, Coastal prairie, Coastal scrub, Marshes and swamps (freshwater), North Coast coniferous forest/ sometimes roadsides. Elevation ranges from 15-1560 feet. Blooming period- May- to August.
- **redwood lily** (*Lilium rubescens* - Rare Plant Species Rank 4.2): Broadleafed upland forest, chaparral, lower montane coniferous forest, North Coast coniferous forest, upper montane coniferous forest, red fir forest, yellow pine forest: sometimes serpentinite, sometimes roadsides; Blooming period - April to August.
- **heart-leaved twayblade** (*Listera cordata*- Rare Plant Rank 4.2): Bogs and fens, Lower montane coniferous forest, North Coast coniferous forest. Elevation ranges from 15-4495 feet. Blooming period- February to July.
- **running-pine** (*Lycopodium clavatum*- Rare Plant Rank 4.1): Lower montane coniferous forest (mesic), Marshes and swamps, North Coast coniferous forest (mesic)/ often edges, openings, and roadsides. Elevation ranges from 145-4020 feet. Blooming period- June to August (September).



- **leafy-stemmed miterwort** (*Mitellastrum caulescens*- Rare Plant Rank 2B.2): Broadleafed upland forest. Lower montane coniferous forest. Meadows and seeps. North Coast coniferous forest/ mesic, sometimes roadsides. Elevation ranges from 15-5575 feet. Blooming period- (January-February) March to May.
- **Wolf's evening-primrose** (*Oenothera wolffii*- Rare Plant Rank 1B.1): Coastal scrub. North Coast coniferous forest/ sometimes roadsides. Elevation ranges from 95-2135 feet. Blooming period- (January-April) May to July (August).
- **white-flowered rein orchid** (*Piperia candida*- Rare Plant Rank 1B.2): Broadleafed upland forest. Lower montane coniferous forest. North Coast coniferous forest/ sometimes serpentinite. Elevation ranges from 95-4300 feet. Blooming period- (March) May to September.
- **California pinefoot** (*Pityopus californicus*- Rare Plant Rank 4.2): Broadleafed upland forest. Lower montane coniferous forest. North Coast coniferous forest. Upper montane coniferous forest/mesic. Elevations range from 45-7300 feet. Blooming period- (March-April) May to August.
- **nodding semaphore grass** (*Pleurapogon refractus*- Rare Plant Rank 4.2): Lower montane coniferous forest. Meadows and seeps. North Coast coniferous forest. Riparian forest/ mesic. Elevation ranges from 0-5250 feet. Blooming period- (March) April to August.
- **angel's hair lichen** (*Ramalina thrausta*- Rare Plant Rank 2B.1): North Coast coniferous forest/ On dead twigs and other lichens. Elevation ranges from 245-1410 feet.
- **maple-leaved checkerbloom** (*Sidalcea malachroides*- Rare Plant Rank 4.2): Broadleafed upland forest. Coastal prairie. Coastal scrub. North Coast coniferous forest. Riparian woodland/ often in disturbed areas. Elevations range from 0-2395 feet. Blooming period- (March) April to August.
- **trifoliate laceflower** (*Tiarella trifoliata* var. *trifoliata*- Rare Plant Rank 3.2): Lower montane coniferous forest. North Coast coniferous forest/ edges, moist shady banks, streambanks. Elevation ranges from 555-4920 feet. Blooming period- (May) June to August.
- **Methuselah's beard lichen** (*Usnea longissima*- Rare Plant Rank 4.2): Broadleafed upland forest. North Coast coniferous forest/ On tree branches; usually on old growth hardwoods and conifers. Elevations range from 160-4790 feet.
- **fringed false-hellebore** (*Veratrum fimbriatum*- Rare Plant Rank 4.3): Bogs and fens. Coastal scrub. Meadows and seeps. North Coast coniferous forest/ mesic. Elevation ranges from 5-985 feet. Blooming period- July to September.



#### 4.2.2 Special-Status Wildlife Species

Upon review of the resource databases listed in Section 4.2, forty-three (43) special-status wildlife species have been documented within the vicinity of the Study Area. Please refer to Appendix B for a table of all special-status wildlife species with a potential to occur, as well as a discussion of the likelihood for each species to occur within the Study Area based on habitat assessment.

No special-status wildlife species were observed within the Study Area during the site assessment. Twenty-three (23) special-status wildlife species have the moderate potential to occur within the Study Area. The remaining twenty (20) special-status wildlife species do not have the potential to occur due to one or more of the following reasons:

- Aquatic Habitats (e.g., streams, rivers, vernal pools) necessary to support special-status wildlife species are not present within the Study Area;
- Vegetation Habitats (e.g., forested area, riparian, grassland) that provide nesting and/or foraging resources necessary to support special-status wildlife species are not present within the Study Area;
- Physical Structures and Vegetation (e.g., caves, old-growth trees) that provide nesting, cover, and/or foraging habitat necessary to support special-status wildlife species are not present within the Study Area;
- Host Plants (e.g., *Cirsium* sp.) that provide larval and nectar resources necessary to support special-status wildlife species are not present within the Study Area;
- Historic and Contemporary Disturbance (e.g., cattle grazing, agriculture) deter the presence of the special-status wildlife species from occupying the Study Area;
- The Study Area is outside the documented nesting range of special-status wildlife species.

The twenty (20) special-status wildlife species with potential to occur within the Study Area are described in below.

- **pacific tailed frog (*Ascaphus truei*)** Coastal tailed frogs are primarily associated with perennial, cold, swift flowing streams in mature or old-growth forest stands. Other stream habitat characteristics which may predict presence include high canopy cover, coarse substrates such as cobble, boulder, and/or bedrock, low fine sediment loads, and steep gradients. Streams are typically perennial due to the prolonged time to metamorphose, which can vary between 1 to 3 years. However, *A. truei* populations have been shown to persist in streams which dry infrequently, even though these frogs are extremely intolerant of both desiccation and warm temperatures.
- **California giant salamander (*Dicamptodon ensatus*)** *D. ensatus* require aquatic habitat for reproduction and often are found in meadows and seeps within north coast coniferous forest and riparian habitats. Aquatic larvae are found in cold, clear streams, occasionally in lakes and ponds. Adults are known to occur in wet forests under rocks and logs near streams and lakes.



- **Northern red-legged frog (*Rana draytoni*):** The northern red-legged frog (NRLF) occupies mesic forests and riparian areas with quiet, permanent or near permanent pools in streams, marshes and occasionally ponds with extensive shoreline vegetation. This frog is also known to occupy and breed in artificial habitats, such as stock ponds and drainage ditches, while coastal streams may be crucial for juvenile dispersal. The NRLF is unusually terrestrial for a ranid frog; individuals have been discovered from 5 to 80 meters away from water. Breeding season is from December to April.
- **foothill yellow-legged frog (*Rana boylei*):** *R. boylei* occupy a diverse range of ephemeral and permanent streams, rivers, and adjacent moist terrestrial habitats. Occupied streams are often partly shaded, low gradient, and dominated by coarse, unconsolidated rocky substrates. Adults breed and tadpoles develop in slow water velocity habitats. Dispersing juvenile and adult frogs will seek refugia in Class II streams pre-and-post breeding, opposite of salmonids.
- **southern torrent salamander (*Rhyacotriton variegatus*):** *R. variegatus* occur in coastal forests of northwestern California south to Point Arena in Mendocino County. This species is found primarily in cold, well shaded permanent streams and spring seepages (Behler and King 1979) in redwood, Douglas fir, mixed conifer, montane riparian, and montane hardwood-conifer habitats. Critical habitat requirements for *R. variegatus* is cold water temperatures (6.5° - 15° C) and loose, rocky substrates composed of gravel and cobble (Thomson et al. 2016). This species is likely to inhabit north-facing slopes in more arid regions since it is the most vulnerable North American amphibian to desiccation.
- **red-bellied newt (*Taricha rivularis*):** Inhabits coastal forests, typically in redwood (*Sequoia sempervirens*) forest habitat although also found in other forest types (hardwood etc.). Adults are terrestrial and fossorial. Transformed juveniles leave aquatic environments and go into hiding in underground shelters, often until ready to reproduce. Breeding occurs in streams often with relatively strong flows.
- **northern goshawk (*Accipiter gentilis*):** *A. gentilis* are often found in dense, mature and old-growth stands of conifer and deciduous habitats. Younger seral stands that include larger residual or defective trees are also used. Nest often on cooler (northerly or easterly) moderate slopes in dense vegetation or within riparian zones, but close to openings (Squires, Reynolds 1997). Nest sites are often located next to water, which may provide a break in canopy for easy access to the nest stand or may influence microclimate or prey distribution.
- **Olive-sided flycatcher (*Contopus cooperi*):** *C. cooperi* breeds mostly in northern and montane coniferous forest from sea level to timberline and the edge of the tundra. They are most numerous in mid- and higher-elevation forest in mountains (3,000 - 7,000 feet elevation) and around burned or boggy areas with numerous openings and dead trees. Nests are open-cup structures placed at various heights above ground and well out from the trunk of a coniferous tree in a cluster of needles and twigs on a horizontal branch.



- **purple martin** (*Progne subis*): *P. subis* often inhabit tall old-growth trees or snags in coniferous forests with multilayered canopy and are second-cavity nesters using old woodpecker cavities, crevices in rocks, trees and cactus. Typically, *P. subis* forage in open areas near water.
- **northern spotted owl** (*Strix occidentalis caurina*): Northern spotted owls (NSO) are permanent residents in Mendocino County. They require mature forest patches with permanent water and suitable nesting trees and snags (Zeiner et al. 1990a). Northern spotted owls use dense, old-growth forests, or mid- to late- seral stage forest, with a multi-layered canopy for breeding (Remsen 1978). Mixed conifer, redwood, and Douglas-fir habitats are required for nesting and roosting. Northern spotted owl nests are most often found on existing structures (old raptor nest, squirrel nest, red-tree vole nest), or debris piled on a broken topped tree; although, they have been found inside tree cavities. Successful nest sites have canopy cover immediately above nests exceeding 85% with nesting/roosting activity centers surrounding the nest with canopy closure often exceeding 80%. The primary prey for NSOs in this area is the dusky-footed woodrat (*Neotoma fuscipes*). NSOs feed in forest habitats where they usually search from a perch and pounce on the prey in vegetation or on the ground. Foraging habitat is the most flexible of NSO habitat.
- **obscure bumble bee** (*Bombus caliginosus*): The obscure bumble bee is a species of bumblebee native to the west coast of the United States, where its distribution extends from Washington through to Southern California. The workers are most often seen on Fabaceae, the legume family, while queens are most often seen on Ericaceae, the heath family, and males have been observed most often on Asteraceae, the aster family. Common plants visited by the workers include ceanothus, thistles, sweet peas, lupines, rhododendrons, Rubus, willows, and clovers.
- **Sonoma tree vole** (*Arborimus pomo*): *A. pomo* lives only in humid coastal forests consisting of Douglas-fir, grand fir, western hemlock, and/or Sitka spruce. This species requires Douglas-fir and grand fir needles as a food source and nesting materials. Nests are frequently found in trees along the bole, in branch crotches, or in the top of snags. Nests are most often found along roads, skid trails, or forest edges; however, they could exist further in the forest with dense canopies making nest identification difficult. This species is distributed along the North Coast from Sonoma County north to the Oregon border, being practically restricted to the fog belt.
- **Townsend's big-eared bat** (*Myotis townsendii*): *C. townsendii* is associated with a wide variety of habitats from deserts to mid-elevation mixed coniferous-deciduous forest. Females form maternity colonies in buildings, caves and mines and males roost singly or in small groups. Foraging occurs in open forest habitats where they glean moths from vegetation.



- **silver-haired bat** (*Lasionycteris noctivagans*): Silver-haired bat (*Lasionycteris noctivagans*): The silver-haired bat is primarily a coastal and montane forest dweller, roosting and foraging within lower montane coniferous forest, oldgrowth, and riparian forests. Roosting habitat consists of within hollow trees, beneath exfoliating bark, abandoned woodpecker holes, snags, buildings, caves and rarely under rocks. *L. noctivagans* feeds over streams, ponds and open brushy areas.
- **hoary bat** (*Lasiurus cinereus*): Hoary bats can be yearlong residents of Mendocino County. This bat is one of the few bats known to both migrate south for winter and to hibernate locally. *L. cinereus* prefers a diet of moths, yet will also consume beetles, wasps, flies, grasshoppers, dragonflies, and termites. Hoary bat daytime roosts are typically dense foliage of medium to large sized trees. This bat occupies a variety of habitats including dense forest, forest edges, coniferous forests, deserts, and broadleaf forests.
- **little brown bat** (*Myotis lucifugus*): *M. lucifugus* typically lives and feeds in forested areas near or over water. The little brown bat lives in three different roosting sites throughout the year: day roosts, night roosts, and hibernation roosts. Stable, ambient temperatures greatly influence site selection. Manmade structures are often selected, however both day and night roosts may be found in trees, under rocks, and in piles of wood. Day roost provide excellent shelter, limited to no light, and typically have southwestern exposure. Night roosts are larger areas these bats can use when outside temperatures necessitate communal congregation for warmth. Hibernaculum habitats tend to include mines and caves and are typically warmer and more humid.
- **fringed myotis** (*Myotis thysanodes*): *M. thysanodes* occupy a variety of habitats including pinyon-juniper, valley and foothill grasslands and hardwood-conifer habitats. Roosting and maternity colony sites include caves, mines, buildings and crevices. Foraging occurs around streams, lakes, and ponds, and their diet consists of various arthropods (moths, beetles and spiders) captured in flight or gleaned from plants. Foraging often occurs close to vegetative canopy.
- **Long-legged myotis** (*Myotis volans*): The long-legged myotis forages in chaparral, coastal scrub, Great Basin shrub habitats, and early successional stages of woodlands and forests. They roost in caves, mines, buildings, rock crevices, in snags, and under tree bark.
- **Yuma myotis** (*Myotis yumanensis*): *M. yumanensis* will use a variety of lowland western habitats, from scrub to coniferous forest which are near slow moving or standing water habitats. Roosting sites include caves, mines, buildings, under bridges, and in cliff and tree crevices. Foraging occurs near or over water sources and their diet consists primarily of aquatic-emergent insects.
- **Ten Mile shoulderband** (*Noyo intersessa*): This snail is an aquatic invertebrate found in coastal dunes, coastal scrub, and riparian redwood forest habitats.





# EXHIBIT B

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
NORTHERN DISTRICT

Mendocino County Water Agency  
Courthouse  
Ukiah CA 95482  
(707) 463-4589

# MENDOCINO COUNTY COASTAL GROUND WATER STUDY



JUNE 1982

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
NORTHERN DISTRICT

MENDOCINO COUNTY COASTAL  
GROUND WATER STUDY

JUNE 1982  
REPRINTED BY MENDOCINO COUNTY  
AUGUST 1989

## FOREWORD

Throughout history, the availability of an adequate water supply has been the single most important factor in determining the settlement, growth, and productivity of a community. Water is the life blood of any settlement, be it a single-family dwelling or a community of 10,000 residents. In coastal Mendocino County, where ground water is the primary source of water, it has become apparent that what may be considered an adequate water source for a few may not be adequate for many. It is through this realization and the ever-increasing demands on this resource that the county, the California Coastal Commission, and the California Department of Water Resources have jointly undertaken this study.

This report culminates two years of data collection and research. It presents reconnaissance-level information on the geologic and hydrologic conditions that influence the occurrence, storage, and recharge of ground water in the coastal Mendocino County area. It is anticipated that this information will prove useful in managing the coastal ground water resources and will provide a basis for detailed studies of local water supplies and development potential. The report also presents recommendations for conserving ground water resource and for a water level monitoring program, which will be useful in anticipating water shortages and evaluating the impacts of continued development.



Albert J. Dolcini, Chief  
Northern District

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
Northern District

Albert J. Dolcini . . . . . Chief, Northern District  
Philip J. Lorens . . . . . Chief, Resource Evaluation Branch

This report was prepared under the direction of

Ralph Scott . . . . . Senior Engineering Geologist

by

Dennis G. Parfitt . . . . . Assistant Engineering Geologist

and

Laura F. Germain<sup>1/</sup> . . . . . Assistant Engineering Geologist

Special services were provided by

Well Monitoring

William G. Rummel, R.S. . . . . Environmental Consultant

Cover

Michael Serna . . . . . Drafting Aid II

Report Preparation

Diane McGill . . . . . Secretary  
Helen Chew . . . . . Office Assistant II  
Mitch Clogg . . . . . Research Writer  
Sheryl Lewis . . . . . Student Assistant

---

<sup>1/</sup> Laura Germain was the project geologist from July 1, 1980 to June 30, 1981, and author of the "Mendocino County Coastal Ground Water Study" Memorandum Report, 1980.

## TABLE OF CONTENTS

	<u>Page</u>
FOREWORD . . . . .	iii
ORGANIZATION . . . . .	iv
CONVERSION FACTORS . . . . .	vii
INTRODUCTION . . . . .	1
Purpose and Scope . . . . .	1
Area of Investigation . . . . .	2
Physiography . . . . .	2
Climate . . . . .	4
Methods and Procedures . . . . .	4
Previous Investigations and Studies . . . . .	8
SUMMARY AND CONCLUSIONS . . . . .	11
RECOMMENDATIONS . . . . .	15
REGIONAL GEOLOGY . . . . .	19
Bedrock Geology . . . . .	19
Franciscan Complex . . . . .	19
Gualala Block . . . . .	20
Surficial Geology . . . . .	21
Marine Terrace Deposits . . . . .	22
Alluvial Deposits . . . . .	22
Beach and Dune Deposits . . . . .	23
GROUND WATER HYDROLOGY . . . . .	25
General Hydrologic Principles . . . . .	25
Rainfall - Recharge Characteristics . . . . .	26
HYDROGEOLOGY . . . . .	31
Westport Subunit . . . . .	31
Local Geology . . . . .	31
Occurrence of Ground Water . . . . .	31
Fort Bragg Subunit . . . . .	37
Local Geology . . . . .	37
Occurrence of Ground Water . . . . .	38
Albion Subunit . . . . .	53
Local Geology . . . . .	53
Occurrence of Ground Water . . . . .	53
Elk Subunit . . . . .	64
Local Geology . . . . .	64
Occurrence of Ground Water . . . . .	64



	<u>Page</u>
Point Arena Subunit . . . . .	70
Local Geology . . . . .	70
Occurrence of Ground Water . . . . .	79
SEA WATER INTRUSION AND WATER QUALITY . . . . .	85

## APPENDICES

### Appendix

A	Definitions
B	Land Division Requirements, County of Mendocino, Division of Environmental Health, Revised January 1, 1982.
C	References

## TABLES

### Table No.

1	Mean Monthly Precipitation in Centimetres . . . . .	5
2	Summary of Estimated Mendocino County Coastline Terrace Deposit Hydrology . . . . .	27
3	Summary of Fort Bragg Subunit Well Data . . . . .	50
4	Summary of Storage Capacity Data for Fort Bragg Subunit Terrace Aquifers . . . . .	51
4a	Summary of Storage Capacity Data for Fort Bragg Subunit Terrace Aquifers (Customary Units) . . . . .	52
5	Summary of Albion Subunit Well Data . . . . .	54
6	Summary of Point Arena Subunit Well Data . . . . .	80

## FIGURES

### Figure No.

1	Location Map . . . . .	3
2	Maximum, Normal, and Minimum Seasonal Precipitation at Fort Bragg . . . . .	6
3	Ground Water Availability . . . . .	13
4	Cone of Depression . . . . .	26
5	Hydrographs of Three Wells . . . . .	28
6	Westport Subunit Areal Geology Map . . . . .	33
7	Westport Subunit Well Location Map . . . . .	35
8	Fort Bragg Subunit Areal Geology Map . . . . .	39
9	Fort Bragg Subunit Well Location Map . . . . .	41
10	Geologic Cross-Section A-A' . . . . .	43
11	Geologic Cross-Section A-B' . . . . .	45
12	Geologic Cross-Section C-C' . . . . .	47
13	Albion Subunit Areal Geology Map . . . . .	55
14	Albion Subunit Well Location Map . . . . .	57
15	Geologic Cross-Section D-D' . . . . .	59
16	Geologic Cross-Section E-E' . . . . .	61
17	Elk Subunit Areal Geology Map . . . . .	65
18	Elk Subunit Well Location Map . . . . .	67
19	Point Arena Areal Geology Map . . . . .	71
20	Point Arena Well Location Map . . . . .	73
21	Geologic Cross-Section F-F' . . . . .	75
22	Geologic Cross-Section G-G' . . . . .	77

## SUMMARY AND CONCLUSIONS

The Mendocino County coastal ground water study area lies within the Coast Range geomorphic province, extending from Rockport to Gualala along the coast and inland 1 to 8 km (0.6 to 5 mi) to include all Quaternary marine terrace deposits. The terrace deposits are thickest and most widespread in the Fort Bragg-Mendocino area, and are the primary ground water source throughout most of the study area. North of Cleone and south of Albion (except for the Point Arena-Manchester area) the terrace deposits are generally less than 10 m (33 ft) thick, discontinuous, and less dependable as sources of usable ground water.

A monthly ground water-level monitoring program was established which provided data from 185 wells in the study area. Total ground water storage and changes in storage were estimated using these and other data. Data from 507 "Water Well Drillers' Reports" were used to estimate aquifer characteristics and to determine depths to bedrock. The coastal study area was divided into five subunits. The aquifer area, storage capacity, and the estimated change in storage for each subunit are summarized below. The aquifer area is the land area underlain by the water-yielding materials (marine terrace deposits or alluvium); storage capacity is the maximum volume of ground water contained in the aquifer; change in storage is the estimated percent change in the volume of ground water which occurs between spring and fall.

Subunit		Aquifer <sup>1/</sup> Area ha (ac)	Storage Capacity dam <sup>3</sup> (ac-ft)	Percent Change in Storage <sup>3/</sup> Spring to Fall
Westport	Qt:	595 ( 1,470)	3 590 ( 2,910)	34
	Qal:	405 ( 1,000)	7 400 ( 6,000)	1 to 8
Fort Bragg	Qt:	8 100 (20,000)	99 700 ( 80,800)	17
Albion	Qt:	4 110 (10,100)	33 000 ( 26,800)	18
Elk	Qt:	1 150 ( 2,840)	2 800 ( 2,270)	80
	Qal:	86 ( 215)	1 590 ( 1,290)	8
Point Arena	Qt:	2 400 ( 5,930) <sup>2/</sup>	22 700 ( 18,400)	37
	Qal:	1 550 ( 3,830)	17 000 ( 13,800)	8
Total for Study Area	Qt:	16 345 (40,340)	161 790 (131,180)	18 to 80
	Qal:	2 040 ( 5,050)	25 990 ( 21,090)	1 to 8

<sup>1/</sup> Qt = Marine terrace aquifers  
Qal = Alluvial aquifers

<sup>2/</sup> Point Arena - Manchester area only  
<sup>3/</sup> Based on 1980-82 data base

The "availability of ground water", based on aquifer characteristics, spring-to-fall changes in storage, and present land use, is summarized on Figure 3.

For the Mendocino County coastal area, it is concluded that the marine terrace deposits are recharged directly by infiltration of precipitation and under normal rainfall conditions reach maximum storage by mid-January of each year.

The amount of change in storage of the terrace deposits from spring to fall is related to the aquifer's total thickness, i.e., a 3-m (10-ft) decline of the water table in an aquifer 30 m (100 ft) thick will result in a 10-percent change; the same decline in an aquifer 6 m (20 ft) thick results in a 50-percent change. Terrace deposits less than about 1.5 m (5 ft) thick probably do not store any usable ground water; deposits 1.5 to 5 m (5 to 16 ft) thick are likely to experience a 50-to-100-percent decline in storage by early fall.

Alluvial aquifers, occupying perennial stream and river valleys, are continually recharged by surface flow, and are only marginally exploited because of their unlikely location for development and potential for seawater intrusion.

Bedrock units in the study area, though considered "non-water bearing", often yield enough water for domestic needs. Between Albion and Gualala, the fractured bedrock is the primary source of ground water.

Ground water quality is generally good to excellent though the presence of ferrous iron and sulfide does occur sporadically in the study area. Seawater intrusion is not a common problem in the study area, though it has occurred in localized areas near Point Arena where wells drilled below sea level and near the ocean have reduced or reversed the seaward flow of fresh ground water. Alluvial and bedrock aquifers, and the terrace aquifers between Tenmile River and Laguna Point and Alder Creek and Point Arena are susceptible to intrusion.

### Fort Bragg Subunit

This subunit encompasses the coastal area between Tenmile River on the north and Big River on the south. It reaches 2 to 8 km (1.25 to 5 mi) inland. The areal extent is about 124 km<sup>2</sup> (48 mi<sup>2</sup>). The principal streams in the subunit are Tenmile River, Mill Creek, Pudding Creek, Noyo River, Hare Creek, Mitchell Creek, Jug Handle Creek, Caspar Creek, Russian Gulch, and Big River. The terrace deposits are subdivided into eight units bounded by the streams that separate them. The occurrence of ground water in each of the eight units is presented. The geology and locations of wells are shown in Figures 8 and 9.

#### Local Geology

Coastal Belt Franciscan rock underlies the entire subunit. Marine terrace deposits lie unconformably on most wave-cut bedrock benches and extend inland 6 to 8 km (3.7 to 5 mi) from Mendocino to the Fort Bragg area, then narrow to 2 km (1.25 mi) north of Cleone (see Figures 10, 11, and 12). Areal extent of the terrace deposits is about 8 100 ha (20,000 ac).

Terraces range from 12 to 200 m (39 to 650 ft) in elevation. Gardner (1967) has identified at least five terrace levels in some areas. Topographic features can give erroneous indication of terrace deposit occurrence. Some extensive flat benches show bedrock outcrops and some hilly, inland terrain consists of uplifted and eroded terrace material.

The terrace deposits are exposed in cliffs and road cuts and are better exposed than the bedrock. A soil mantle has developed on most terrace material. Vegetation varies from grass on lower terraces to dense brush and heavy forest inland. On the upper inland terraces, podzolization of the soil has led to large areas of pygmy forest (Fox, 1976).

West-east trends in terrace deposit thickness are similar for the north-to-south extent of the subunit, with deposits thickening eastward. Within 1.5 km (1 mi) of the coastline, deposits are 3 to 9 m (10 to 30 ft) thick and increase to a thickness of about 12 m (39 ft) within the third kilometre (second mile) inland. Beyond the third kilometre, thicknesses range from 15 to 43 m (49 to 140 ft). One noticeable exception to this trend occurs south of Noyo, where terrace deposits 1.5 km (1 mi) inland are 30 m (98 ft) thick. Accompanying the narrowing of terrace width from Fort

Bragg to Tenmile River is a thinning of the deposits to Cleone and then a gradual thickening northward to the river. Aside from general trends, depth to bedrock varies appreciably within short distances. This typical, irregular bedrock-terrace deposit contact can be seen along cliff exposures and is apparent in well-log descriptions.

Thick alluvial deposits are found within the stream channels that dissect the terraces. This Quaternary alluvium lies on top of Coastal Belt Franciscan bedrock in thicknesses of as much as 36 m (120 ft) at the mouths of the streams and rivers. Due to the dense vegetation next to the streams, information about depth and areal extent is from bridge foundation test-boring logs and morphological interpretations.

From Cleone north to Tenmile River, beach and dune deposits occupy about 585 ha (1,445 ac) along the coast and up to 1.2 km (4,000 ft) inland. Although these deposits are not important from a ground water standpoint, they are geologically interesting. The presence of the dunes and the thickening of the marine terrace deposits north of Cleone suggest a possible hinge fault concealed in the axis of Tenmile River Valley with a line of flexure extending northeasterly from Laguna Point.

#### Occurrence of Ground Water

For the purpose of evaluating the water-yielding characteristics of the marine terrace deposits and bedrock, data were compiled from well drillers' reports for 71 bedrock wells, 48 composite wells, and 136 terrace deposit wells. These are summarized in Table 3.

Bedrock. The Coastal Belt Franciscan rocks are considered non-water bearing. They are consolidated and of low permeability and porosity. Ground water contained in these rocks exists only in the soil, weathered rock, or in secondary openings formed by fractures, joints, and shear zones.

In this subunit, bedrock wells yield water up to 170 L/min (45 gpm), with most wells yielding between 4 and 34 L/min (1 and 9 gpm). Yields are taken from well logs, so testing dates vary for all wells. Composite wells have gravel pack and casing perforations occurring in the terrace deposit and at depth in bedrock. Though the source of water cannot be determined, it can be seen by comparing the mean specific capacities of bedrock wells to composite wells that composite wells yield almost twice the water per metre of drawdown as bedrock wells (Table 3).

## SEAWATER INTRUSION AND WATER QUALITY

While seawater intrusion is not a common problem in the study area, the potential for such intrusion must not be ignored. Coastal aquifers come in contact with the ocean at or seaward of the coastline and normally discharge fresh ground water into the ocean. With increased demands for ground water, however, the seaward flow of ground water may be decreased or even reversed, causing seawater to enter the coastal aquifers. If the salt water travels inland, the aquifers become contaminated with salt and may take years to remove even with adequate fresh ground water available to flush out the saline water.

Most marine terrace deposits lie well above sea level and are not susceptible to seawater intrusion. Alluvial and bedrock aquifers, and the terrace aquifers between Tenmile River and Laguna Point and Alder Creek and Point Arena are in contact with the ocean and are susceptible. Where seawater intrusion occurs, it is generally a localized condition.

Two wells in the Point Arena subunit, 13N/17W-34D1 and 11N/16W-4H2 (see Figure 20), appear to be experiencing seawater intrusion. Water samples from these wells, collected in May and August 1980 and analyzed by the U. S. Geological Survey, show moderate to high electrical conductivity (523 and 7 100 microsiemens per litre) and chloride contents of 120 and 3 000 milligrams per litre, respectively. Both wells are drilled below sea level and are in close proximity to the ocean (90 to 120 m [300 to 400 ft]). A well near Mendocino, 17N/17W-30B2 (see Figure 9), is (from interpretation of continuous water level recorder data) hydraulically connected to the ocean via the fractures and fissures in the bedrock. This indicates that there is the potential to induce seawater intrusion here by heavy and continued pumping from this and other deep bedrock wells in the area.

The occurrence of high reduced iron or sulfur content in well water is common in the study area. The process of iron or sulfur reduction, in general, requires the presence of bacteria and organic matter (Hem, 1970).



The occurrence of 1.0 to 10 mg/L of iron in the ground water is common. This type of water is clear when first drawn from the well, but soon becomes cloudy and then brown from precipitating ferric hydroxide (Hem, 1970). The recommended maximum concentration of iron is 0.30 mg/L (California Water Resources Control Board, 1963). Chemical analyses data of well water, provided by the Mendocino County Division of Environmental Health, show iron concentrations as high as 20 to 40 mg/L in some wells. High iron content occurs in water from deep bedrock wells as well as from shallow terrace deposit wells and appears to be erratically distributed around the study area.

Reduced sulfur, in the form of hydrogen sulfide ( $H_2S$ ), has the distinctive rotten egg odor and can be detected in water containing only a few tenths of a milligram per litre (Hem, 1970). The presence of  $H_2S$  in some wells from the Fort Bragg area to the Point Arena area has been reported by coastal residents (personal communications). The problem is an isolated one and not as widespread as the occurrence of iron. Presence of  $H_2S$  is not routinely checked in water quality analyses, and no recommended maximum concentration for domestic water has been established.

Domestic water with high concentrations of ferrous iron or sulfide requires aeration and sedimentation to render it palatable.

## APPENDIX A

### Definitions

Acre-foot (ac-ft)	- equivalent to the volume of water which will cover one acre of land to the depth of one foot. An acre-foot of water equals 325,851 gallons.
Aquifer	- a geologic formation that stores, transmits, and yields significant quantities of water to wells and springs.
Basalt	- a fine-grained, dark-colored volcanic rock.
Conglomerate	- a consolidated sedimentary rock composed of rounded pebbles and cobbles contained in a matrix of finer material.
Cubic Dekametre (dam <sup>3</sup> )	- 1 000 m <sup>3</sup> ; a dam <sup>3</sup> of water equals about four-fifths of an ac-ft or 264,167 gallons
Formation	- a fairly widespread group of rocks having characteristics or origin, age, and composition sufficiently distinctive to differentiate the group from other units.
Ground Water	- subsurface water occurring in the zone of saturation and moving under control of the water table slope.
Hydraulic Gradient	- slope of the water table.
Hydrology	- the origin, distribution, and circulation of water through precipitation, streamflow, infiltration, ground water storage, and evaporation.
Joint	- a fracture or parting in a rock mass along which no appreciable movement has occurred.
Lithology	- a term applied to rocks, referring to their general characteristics such as composition and texture.
Mafic Minerals	- a general term used to describe rock-forming silicate minerals which contain essential iron and/or magnesium.
Metamorphism	- the processes by which changes are brought about in rocks by the agencies of heat, pressure, and chemically active fluids.

Permeability	- the capability of soil or other geologic formation to transmit water.
Porosity	- voids or open spaces in alluvium and rocks that can be filled with water.
Recharge	- flow to ground water storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources of water.
Salt Water Intrusion	- the movement of salt water into fresh water aquifers.
Shale	- a stratified rock, finely bedded or laminated, and formed by the consolidation of clay, mud, or silt.
Specific Capacity	- the volume of water pumped from a well in gallons per minute per foot of drawdown.
Tracefossil	- sedimentary structures resulting from biological activity.
Tuff	- a general name for consolidated volcanic ash.
Vadose Water	- water which occurs between the ground surface and the water table.
Vesicular	- containing many small openings (vesicles).
Water Table	- the surface where ground water is encountered in a well in an unconfined aquifer.
Weathering	- the process by which rocks are broken down and decomposed by the actions of external agencies such as wind, rain, temperature changes, and plants.
Zone of Saturation	- the area below the water table in which the soil is completely saturated with ground water

APPENDIX B

COUNTY OF MENDOCINO

DIVISION OF ENVIRONMENTAL HEALTH

LAND DIVISION REQUIREMENTS

CONTACT THE OFFICE OF ENVIRONMENTAL  
HEALTH FOR MOST RECENT REVISION OF  
THE LAND DIVISION REQUIREMENTS

## APPENDIX C

### REFERENCES

- Back, William. "Geology and Ground Water Features of the Smith River Plain, Del Norte County, California". U. S. Geological Survey, Water Supply Paper 1254. 1957.
- Boyle, Michael W. "The Stratigraphy, Sedimentation, and Structure of an Area Near Point Arena, California". Master of Arts Thesis, University of California, Berkeley. September 1967.
- California Department of Parks and Recreation. "Inglenook Fen--A Study and Plan". June 1977.
- California Department of Water Resources. "Mendocino County Coastal Ground Water Study". Memorandum Report. December 1980.
- California Water Resources Control Board. "Water Quality Criteria". Second Edition. Revised 1963.
- Fox, William W. "Pygmy Forest: An Ecological Staircase". California Geology. January 1976.
- Gardner, Robert A. "Sequence of Podzolic Soils Along the Coast of Northern California". Dissertation, University of California, Berkeley. 1967.
- Hem, John D. "Study and Interpretation of the Chemical Characteristics of Natural Water". U. S. Geological Survey, Water Supply Paper 1473. Second Edition. 1970.
- Kleist, John R. "Geology of the Coastal Belt Franciscan Complex, Near Fort Bragg, California". Dissertation, University of Texas, Austin. May 1974.
- U. S. Bureau of Reclamation. "Fort Bragg-Mendocino Portion of the Coastal Plain". Part VII. 1979.
- . "Possibilities for Development of Water Supplies for the Round, Little Lake, and Anderson Valleys, and Fort Bragg-Mendocino Area". Mendocino County Study. Appraisal Report. October 1979.
- Weaver, Charles E. "Point Arena-Fort Ross Region". California Division of Mines Bulletin 181, p. 628-631. 1943.
- Wentworth, C. M. "The Upper Cretaceous and Lower Tertiary Rocks of the Gualala Area, Northern Coast Ranges, California". Stanford University, Stanford, California. Unpublished Ph.D. Thesis, 197 p., map scale 1:62,500. 1967.

Wentworth, C. M. "Upper Cretaceous and Lower Tertiary Strata Near Gualala, California, and Inferred Large Right Slip on the San Andreas Fault". In: Dickinson, W. R., and Grantz, Arthur, eds. "Proceedings of Conference on Geologic Problems of the San Andreas Fault System". Stanford University Publications in Geological Sciences, v. XI, p. 130-143. 1968.

----. "Geology, San Andreas Offset, and Seismic Environment of the Gualala Block, Sonoma and Mendocino Counties, California". Annual Field Trip Guidebook of the Geological Society of Sacramento, p. 95-108. 1972.

Williams, John W., and Bedrossian, Trinda L. "Coastal Zone Geology Near Gualala, California". California Geology. February 1977.

# EXHIBIT C





## Redwood Empire Title Company of Mendocino County

405 S. Orchard Avenue, P. O. Box 238

Ukiah, CA 95482

Phone: (707)462-8666 • Fax: (707)462-5010

Our No.: 20210736AP

Your No.:

Seller: Owner of Record

Buyer:

When replying Please Contact:

ESCROW OFFICER: Adriane Pardini

apardini@redwoodtitle.com

### PRELIMINARY REPORT

Property Address: 32800 and 32700 Nameless Lane, Fort Bragg, CA 95437

In response to the above referenced application for a policy of title insurance, Redwood Empire Title Company of Mendocino County hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 17, 2021 at 07:30 AM.

Steve Burlesci  
Chief Title Officer

sburlesci@redwoodtitle.com

The form of policy of title insurance contemplated by this report is:

ALTA 2006 Extended Loan Policy

CLTA Standard 1990 Owners Policy

Underwritten by Old Republic National Title Insurance Company

## **SCHEDULE A**

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:

a Fee

2. Title to said estate or interest at the date hereof is vested in:

WM Partnership, LLC, a California Limited Liability Company, as to Tract One; Travis Swithenbank, an unmarried man, as to Tract Two

3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

Tract One:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-01

Tract Two:

Parcel 2, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-02

## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, a lien not yet due or ascertainable.
2. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows  
Assessor's Parcel No.: 069-320-02  
Code No.: 076-013  
1st Installment: \$676.07, Paid  
2nd Installment: \$676.07, Unpaid
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
4. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: June 28, 1887 in Book 40 of Deeds, Page 543  
For: road and public utilities
5. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: January 30, 1889 in Book 46 of Deeds, Page 365  
For: road and public utilities
6. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: August 29, 1972 in Book 898, Page 163 of Official Records  
For: roadway and public utilities
7. Easements, building setback lines, notations and/or recitals as shown or provided for on the map referred to in the legal description.
8. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,  
Amount : \$100,000.00  
Trustor/Borrower : Travis Swithenbank, an unmarried man  
Trustee: Redwood Trust Deed Services  
Beneficiary/Lender: Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005  
Dated: December 14, 2018  
Recorded: January 3, 2019 as 2019-00113 of Official Records  
  
Affects Tract Two
9. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,  
Amount : \$500,000.00  
Trustor/Borrower : WM Partnership, LLC, a California Limited Liability Company  
Trustee: Redwood Empire Title Company of Mendocino County  
Beneficiary/Lender: Summit State Bank  
Dated: May 22, 2019  
Recorded: May 31, 2019 as 2019-06260 of Official Records  
  
Affects Tract One

10. Prior to the issuance of any policy of title insurance, the Company will require the following with respect to WM Partnership, LLC, a California Limited Liability Company:
  - a. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
  - b. A certified copy of its Articles of Organization (LLC-1), any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10).
  - c. Recording a certified copy of said LLC-1 and any "amendments thereto".

**END OF SCHEDULE B**

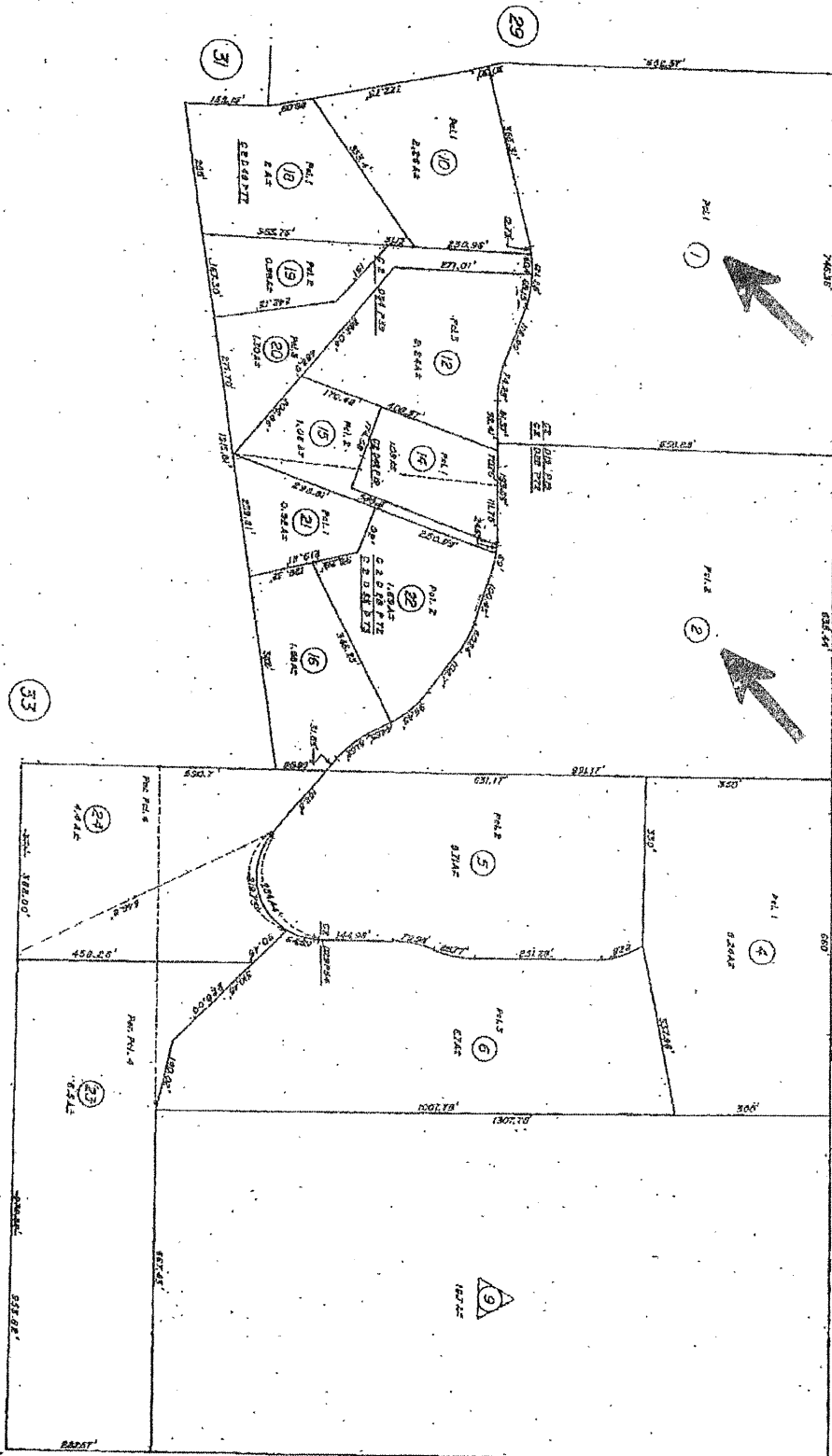
**INFORMATIONAL NOTES:**

1. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows  
Assessor's Parcel No.: 069-320-01  
Code No.: 076-013  
1st Installment: \$3,419.47, Paid  
2nd Installment: \$3,419.47, Paid
2. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows: NONE

Por. of NW/2 of SE 1/4 of Sec. 20 T.19N. R.17W. MDB&M.

76-013  
 Ref: Map C2 019 P19  
 " " C2 028 P72  
 " " C2 029 P34  
 " " C2 034 P39  
 " " C2 042 P19  
 " " C2 046 P77

69-32



Notes: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

NOTE: This map was prepared for  
 assessment purposes only. No liability  
 is assumed for the data delineated.

Assessor's Map  
 County of Mendocino, Calif.  
 September, 1982

NOV 03 2004

**CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

#### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**Privacy Statement**  
**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Redwood Empire Title Company  
P.O. Box 238  
Ukiah, CA 95482

**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

# EXHIBIT D

RECORDATION REQUESTED BY:

2019-06260

Recorded at the request of  
REDWOOD EMPIRE TITLE  
05/31/2019 03:11 PM  
Fee: \$121.00 Pgs: 1 of 12

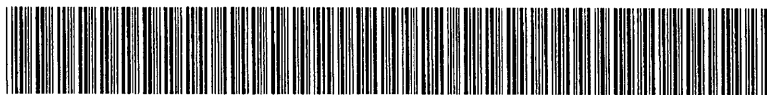
OFFICIAL RECORDS  
Katrina Bartolomie - Clerk-Recorder  
Mendocino County, CA



WHEN RECORDED MAIL TO:

Summit State Bank  
P.O. Box 6188  
500 Bicentennial Way  
Santa Rosa, CA 95406

FOR RECORDER'S USE ONLY



\*#####034005222019LN01\*

## DEED OF TRUST

THIS DEED OF TRUST is dated May 22, 2019, among WM Partnership, LLC, a California Limited Liability Company, whose address is 18631 N. Highway 1, Fort Bragg, CA 95437 ("Trustor"); Summit State Bank, whose address is P.O. Box 6188, 500 Bicentennial Way, Santa Rosa, CA 95406 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Redwood Empire Title Company of Mendocino County, whose address is 405 S. Orchard Avenue, Ukiah, CA 95482 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Mendocino County, State of California:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 32800 Nameless Lane, Fort Bragg, CA 95437. The Assessor's Parcel Number for the Real Property is 069-320-01.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any



\*#####034005222019LN02\*

## DEED OF TRUST (Continued)

Page 2

Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment,



\*#####034005222019LN03\*

## DEED OF TRUST (Continued)

Page 3

Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of



\*\*\*\*\*034005222019LN04\*

## DEED OF TRUST (Continued)

Page 4

any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or





\*#####034005222019LN05\*

## DEED OF TRUST (Continued)

Page 5

continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the



\*#####034005222019LN06\*

## DEED OF TRUST (Continued)

Page 6

basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve



\*#####034005222019LN07\*

## DEED OF TRUST (Continued)

Page 7

without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Mendocino County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered,



\*#####034005222019LN08\*

## DEED OF TRUST (Continued)

Page 8

when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**ADDITIONAL PROVISION.** Without limiting the generality of the subparagraph above captioned "Compliance with Governmental Requirements," Trustor shall not use or permit the use of all or any portion of the Real Property for, or lease or agree to lease all or any portion of the Real Property to a tenant engaged in, the operation of any marijuana- or cannabis-related business, including, without limitation, the growing, cultivation, manufacturing, distribution or selling of marijuana, in violation of federal, state or local law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words



\*#####034005222019LN09\*

## DEED OF TRUST (Continued)

Page 9

and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Summit State Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means WM Partnership, LLC, a California Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Summit State Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated May 22, 2019, **in the original principal amount of \$500,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means Redwood Empire Title Company of Mendocino County, whose address is 405 S. Orchard Avenue, Ukiah, CA 95482 and any substitute or successor trustees.



\*#####034005222019LN10\*

# DEED OF TRUST (Continued)

Page 10

Trustor. The word "Trustor" means WM Partnership, LLC, a California Limited Liability Company.  
TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

WM PARTNERSHIP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By:

*[Signature]*  
Travis Swithenbank, Member of WM Partnership, LLC, a California Limited Liability Company

By:

*[Signature]*  
Michaela Biaggi, Member of WM Partnership, LLC, a California Limited Liability Company

## CERTIFICATE OF ACKNOWLEDGMENT

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 )  
 ) SS  
COUNTY OF Mendocino )

On 5.23.19, 20\_\_\_\_ before me, Debra Niesen - Notary Public  
(here insert name and title of the officer)

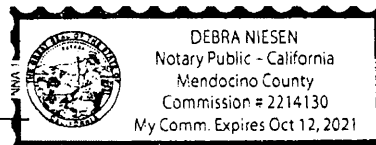
personally appeared Travis Swithenbank and Michaela Biaggi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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

*[Signature]*  
Debra Niesen



(Seal)



\*#####034005222019LN11\*

**DEED OF TRUST  
(Continued)**

**Page 11**

---

**(DO NOT RECORD)**  
**REQUEST FOR FULL RECONVEYANCE**  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

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

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



Escrow No.: 20190695DN  
Title Order No.:

### **EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-01

Recording Requested By  
Redwood Empire Title

When Recorded Mail To  
First Equity  
528 S. Main St.  
Fort Bragg CA 95437

Title Order No. 20181262CW

2019-00113  
Recorded at the request of  
REDWOOD EMPIRE TITLE  
01/03/2019 10:35 AM  
Fee: \$103.00 Pgs: 1 of 6  
OFFICIAL RECORDS  
Susan M. Ranochak - Clerk-Recorder  
Mendocino County, CA



Space above this line for recorder's use

## DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 201701738

This Deed of Trust, made this 14th day of December 2018, among the Trustor, Travis Swithenbank, an unmarried man (herein "Borrower"), Redwood Trust Deed Services (herein "Trustee"), and the Beneficiary, Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005, Who's address is: PO Box 1639, Pilikoa St. Hanalei, HI 96714 (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

### GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Mendocino, State of California: **Parcels 2, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records**

APN: 069-320-02, which has the address of 32700 Nameless Ln. Fort Bragg CA 95437 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

### THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated 12/14/2018, in the principal sum of U.S. \$100,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.**

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

**1. Payments of Principal and/or Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

**2. Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Prior Mortgages and Deeds of Trust; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), **First Equity, 528 S. Main St. Fort Bragg CA 95437** or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. This Deed of Trust shall be governed by the Laws of the State of California.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

**16. Lender's Right to Require The Loan to be Paid Off Immediately.** If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or

a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:**

**17. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**18. Default.** Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

**19. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**20. Reconveyance.** Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

**21. Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Request for Notices.** Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

**23. Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS**

**24. Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

**25. Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Travis W. Swithenbank 12/27/18  
Borrower Date Borrower Date

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 MENDOCINO

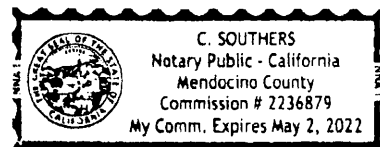
On DEC. 27, 2018 before me, C. SOUTHERS, NOTARY PUBLIC,  
personally appeared TRAVIS W. SWITHENBANK

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.

C. SOUTHERS  
Signature



(Seal)

### REQUEST FOR FULL RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and

this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
Signature of Beneficiary (the "LENDER")

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Beneficiary (the "LENDER")

\_\_\_\_\_  
Date

When recorded, mail to

Att: \_\_\_\_\_



Mendocino County

When Recorded Mail To  
Name PETERSEN, LONERGAN & LARSON  
Street P.O. BOX 1143  
Address FORT BRAGG, CA 95437  
City & State

Mail Tax Statements To  
Name WILLARD A. HODGES  
Street COAST HIGHWAY NORTH  
Address FORT BRAGG, CA 95437  
City & State

28255  
RECORDED AT REQUEST OF  
*Petersen, Lonergan & Larson*  
BOOK 898 PAGE 163  
AUG 29 8 09 AM '72  
OFFICIAL RECORDS  
MENDOCINO COUNTY, CALIF.  
*Charles Richardson*  
RECORDER *44.00*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 0 (correction deed)  
— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED  
— OR COMPUTED ON FULL VALUE LESS LIENS AND  
ENCUMBRANCES REMAINING AT TIME OF SALE.  
*Petersen, Lonergan & Larson*  
REDWOOD EMPIRE TITLE COMPANY MENDOCINO COUNTY  
PETERSEN, LONERGAN & LARSON

# GRANT DEED

(CORPORATION)

ORDER NO. \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
ABORIGINE LUMBER CO., A California Corporation

hereby GRANT(S) to

WILLARD A. HODGES and ETHEL I. HODGES, his wife

the following described real property in the

County of Mendocino, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This is a correction deed for that certain deed from grantor  
to grantee herein recorded in Book 883 at Page 307 on  
April 4, 1972.

AUGUST 25, 1972

Dated \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF MENDOCINO ) SS.

On AUG. 25 1972 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
JACK BOULDIN

known to me to be the President  
and ROBERT C. PETERSEN

known to me to be the Secretary

of the corporation that executed the within instrument, and  
known to me to be the persons who executed the within instru-  
ment on behalf of the corporation therein named, and acknowl-  
edged to me that such corporation executed the same.

WITNESS my hand and official seal.

Signature *Thomas C. Lonergan*  
THOMAS C. LONERGAN

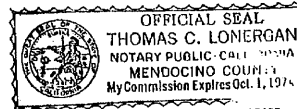
Name (Typed or Printed)

My Commission Expires 10/1/74

ABORIGINE LUMBER COMPANY

by *Jack Bouldin*  
JACK BOULDIN, PRESIDENT

*Robert C. Petersen*  
ROBERT C. PETERSEN, SECRETARY



(This area for official notarial seal)

Redwood Empire Title Company of Mendocino County

ATTACHMENT F

Mendocino County

A non-exclusive right of way for roadway and public utility purposes, 60 feet in width, the center line of which is described as follows:

All bearings used in this description are in terms of the California State Grid, Zone 2.

Beginning at a point on the Easterly right of way line of California Highway No. 1, said point being South 86° 09' 40" East, 60.48 feet from the 2" iron bar marking the Southeast corner of Lot 1 of Cleone Acres Unit No. 2 in Section 20, Township 19 North, Range 17 West, Mount Diablo Base and Meridian as said subdivision is shown on map filed August 12, 1958 in Map Case 1, Drawer 10, Page 130, Mendocino County Records;

Thence from said point of beginning, South 85° 21' East, 208.95 feet to the beginning of a curve, concave to the North, having a radius of 200 feet; thence Easterly along the arc of said curve, through a central angle of 16° 30' 15" a distance of 57.61 feet; thence North 78° 08' 45" East, 60.69 feet to the beginning of a curve, concave to the South, having a radius of 200 feet; thence Easterly along the arc of said curve, through a central angle of 27° 22' 55", a distance of 95.58 feet; thence South 74° 28' 20" East, 198.25 feet to the beginning of a curve, concave to the North, having a radius of 200 feet; thence Easterly along the arc of said curve, through a central angle of 28° 16' 30", a distance of 98.70 feet; thence North 77° 15' 10" East, 365.31 feet to the beginning of a curve, concave to the South, having a radius of 200 feet; thence Easterly along the arc of said curve, through a central angle of 34° 44' 35", a distance of 121.28 feet; thence South 68° 00' 15" East, 118.99 feet to the beginning of a curve, concave to the North, having a radius of 200 feet; thence Easterly along the arc of said curve, through a central angle of 21° 15' 50", a distance of 74.22 feet; thence South 89° 16' 05" East, 274.92 feet to the beginning of a curve, concave to the Southwest, having a radius of 200 feet; thence Easterly along the arc of said curve, through a central angle of 19° 46', a distance of 69.00 feet; thence South 69° 30' 05" East, 100.45 feet to the beginning of a curve, concave to the Southwest, having a radius of 200 feet; thence Southeasterly along the arc of said curve, through a central angle of 17° 15' 30", a distance of 60.24 feet; thence South 52° 14' 35" East, 102.70 feet to the beginning of a curve, concave to the Southwest, having a radius of 200 feet; thence Southeasterly along the arc of said curve, through a central angle of 27° 20' 20", a distance of 95.43 feet; thence South 24° 54' 15" East, 44.65 feet to the beginning of a curve, concave to the Northeast, having a radius of 200 feet; thence Southeasterly along the arc of said curve, through a central angle of 23° 23', a distance of 81.62 feet; thence South 48° 17' 15" East, 31.55 feet to a point on the West boundary of that certain property conveyed

by Aborigine Lumber Company, a California Corporation, to Willard A. Hodges et ux, dated February 22, 1972 and recorded March 8, 1972 in Volume 880 of Official Records, Page 740, Mendocino County Records, the last mentioned point being North 1° 20' 04" East, 95.88 feet from the Northeast corner of that certain land described in deed from Frances Mensley to Burlly Littler et ux, dated August 22, 1956 and recorded August 29, 1956 in Volume 440 of Official Records, Page 241, Mendocino County Records.

EXHIBIT "A"

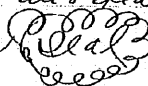
BOOK 898 PAGE 164

28255

ATTACHMENT F

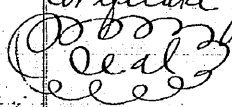
P. Hogan  
 to  
 Little Valley Lumber Co.

This Indenture made the 30<sup>th</sup> day of December in the year our our Lord one thousand eight hundred & eighty eight. Between Peter Hogan of the County of Mendocino and State of California party of the first part and the Little Valley Lumber Company a Corporation created and existing under the laws of the State of California party of the second part. Witnesseth That the said party of the first part for and in consideration of the agreed purchase price to him in hand paid by the said party of the second part. The receipt whereof is hereby acknowledged does by these presents grant bargain sell convey and confirm unto the said party of the second part and to its heirs and assigns forever. All the timber standing and being on all that certain piece or parcel of land situate in the said County of Mendocino State of California and described as follows to wit: The North half of the South East quarter of the South East quarter (N<sup>1</sup>/<sub>2</sub> of SE<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub>) of Section Twenty (20) Township Nineteen (19) North Range Sixteen (16) West of M. S. M. and containing Twenty acres. The party of the first also grants, bargains, sells and conveys unto the said party of the second part a right of way over and through his lands situated in the County of Mendocino and said State, said right of way to be of such width as shall be required or necessary for the purpose of a wagon road and a tramway and shall begin at the saw mill owned by the said party of the second part and located near the village of Cleone in said County and run in the most accessible and practical route to the County Coast wagon road, and such road and tramway may be operated by such motive power as may be deemed expedient by the said party of the second part. Together with all and singular the Tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents issues and profit thereof. To have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the

second part, and to its heirs and assigns forever  
 And the said party of the first part and his heirs the  
 said premises in the quiet and peaceable possession of  
 the said party of the second part, its heirs and assigns  
 against the said party of the first part and his heirs  
 and against all and every person and persons whom-  
 soever lawfully claiming or to claim the same-  
 shall and will warrant and by these presents forever defend  
 In witness whereof the said party of the first part  
 has hereunto set his hand and seal the day and year  
 first above written Peter Hogan 

State of California } ss.  
 County of Mendocino }

On this 31<sup>st</sup> day of December in the  
 year one thousand eight hundred & eighty eight  
 before me J. A. Whipple a Notary Public in and for  
 the County of Mendocino personally appeared  
 Peter Hogan and to me known to be the person whose  
 name is subscribed to the within instrument and who  
 acknowledged to me that he executed the same.  
 In witness whereof I have hereunto set my hand  
 and affixed my official seal at my office in the  
 said County of Mendocino the day and year in this  
 certificate first above written



J. A. Whipple  
 Notary Public

Recorded at the request of J. A. Whipple  
 Jan. 30<sup>th</sup> 1889 at 5 minutes past 8 o'clock a.m.  
 F. B. Albertson  
 County Recorder

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining and the revenues and reversions, remainder and remainders, rents issues and profits thereof: And also all the estate with title interest, liberty, possession, claim and demand or whatsoever as well in law as in equity of the said party of the first part of in or to the above mentioned premises and every part and parcel thereof with the appurtenances, To Have and To Hold, all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever. In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed Sealed and Delivered in the presence of John Taylor  
 Tho: L. Carothers

Seal

State of California }  
 County of Mendocino } ss On this twentieth day of June  
 A.D. one thousand eight hundred and eighty three before  
 me Jno: L. Carothers a Notary Public in and for said County  
 of Mendocino and personally appeared John Taylor known to  
 me the same person whose name is subscribed to the foregoing  
 instrument and who acknowledged to me that he executed  
 the same. In Witness Whereof I have hereunto set my hand  
 and affixed my official seal at my office in the County  
 of Mendocino this day and year in this certificate first  
 above written.

Tho: L. Carothers

Seal

Notary Public

Recorded at request of J.H. Dinsmore June 28<sup>th</sup> 1887  
 at 11 A.M.

H. M. Henry Recorder

By Thomas Harrison Deputy

D. H. Knicker  
 To  
 Santa Valley  
 Lumber Co.

This Dedenture made and entered into this twenty eighth  
 day of July in the year one thousand eight hundred and  
 eighty seven By and Between Duncan H. Knicker his  
 heirs or assigns of the County of Mendocino and State  
 of California party of the first part, and the Santa  
 Valley Lumber Co. its heirs or assigns a corporation  
 existing under the laws of the State of California

AT WACHEME

business as such party of these and part witnesses that whereas the party of the first part is the owner of a tract of land known as the Mc Korchner ranch lying being and situated on Saguma Creek and on which the town of Cleone is situated in the County of Mendocino State of California, and therefore the said party of the first part in consideration of the sum of one dollar to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged does hereby grant unto said party of the second part their heirs or assigns the right of way for a wagon road and tramway to be operated by such motive power as may be deemed expedient by the party of the second part, of said road or roads to be constructed over the most practicable route from their mill (to be constructed on Saguma Creek) to the Saguma Route or Sanding said right of way to thirty feet wide, also a right of way from their mill to any timberland they may now hold or acquire and from the aforesaid lands to the County road by the most practicable route. It is further agreed that the party of the second part will not construct said roads through the bottom lands of the party of the first part. The party of the second part to construct within a reasonable time and maintain along full fence on each side of their tramway leading from the mill to the Sanding. The party of the first part further agrees to sell to the party of the second part one, two, three or four acres of land joining the lands now owned by them at the Sanding allowing them the right to select such land as they may require and pay for same at the price of thirty dollars per acre, also one, two three or four acres of land joining the lands on which the mill is located, allowing them to select the same at the price of twenty dollars per acre, also the privilege to purchase from the party of the first part a lot in the town of Cleone opposite Fritz's blacksmith shop being a corner lot one hundred and twenty by fifty feet for the price of one hundred and thirty dollars or to select such lot where the tramway crosses the County road at aforesaid price. It is further agreed

by the party of the first part that he will sell to the party of the second part  
all the timber land that will come within one mile off of the present  
ranch tract at the price of seven dollars per acre provided that the  
party of the second part pay for same in eighteen months  
from date hereof. The party of second part to have the option to purchase  
same within the eighteen months. The party of the first part re-  
serves ten acres on the small section bound by a fence and  
timberland. The word one hundred changed to fifty <sup>feet</sup> opposite  
467 the word four changed to ten opposite 49 before signing  
the above instrument  
D. M. Keriher

Witness Geo. H. Scott

W. T. Chick & Charles

State of California, County of Mendocino

On this 21<sup>st</sup> day of June A. D. 1887, personally appeared  
before me J. W. Nicholson a Justice of the Peace in and for  
said Mendocino County, County of Mendocino Geo. H.  
Scott personally known to me to be the same person whose  
name is subscribed to the annexed instrument as a  
witness thereto or he being by me duly sworn deposed and  
said that he resides in Cleome Mendocino Co. State of  
California that he has present and saw D. M. Keriher  
known to him to be the same person described and who  
executed the annexed instrument as a party thereto sign-  
ing and deliver the same and that the said D. M. Keriher  
acknowledged in the presence of said affia. that he  
executed the same freely and voluntarily and for the uses  
and purposes therein mentioned and that the said  
affiant described has same to said instrument as a  
witness thereto. In witness whereof I have hereunto  
set my hand the day and year in this certificate first  
above written.

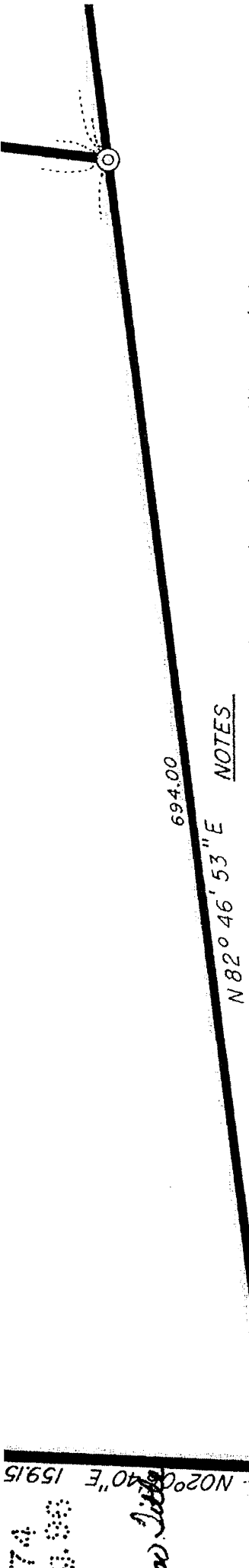
J. W. Nicholson

Justice of the Peace

Recorded at request of A. O. Carpenter June 28-  
1887 at 36 min. Post 2 P. M. Will Perry Recorder  
By Thomas Harrison Deputy







NOTES

All natural draws and creeks constitute a drainage easement width of said easement being determined by the high water mark plus 5 feet or a minimum width of 20 feet.

The Division of Environmental Health has determined that adequate water for domestic use may not exist on this property, and advises that 1500 gallons of storage may be needed to augment the supply.

The Division of Environmental Health has determined that sub surface drainage may be required to assure proper functioning of sewage system disposal fields.

1/4 Section Corner

Found 2" diameter iron pipe with brass cap stamped L.S. 1940 as per M.C. I, Dwr. 9, Pg. 2.

RECORDER'S CERTIFICATE

Filed this 1st day of July 1976 at 72 at the request of in Map Case 2 Drawer 288 Page 72 at the request of WILLIAM K. DODGE.

By S. Luttrell De  
County Recorder - Viola Richardson

Fee \$5.00

# EXHIBIT E



**Title 14 Code of California Regulations: Division 1.5, Chapter 7, Subchapter 2, Articles 1-5**

These regulations have been prepared and adopted for establishing minimum wildfire protection standards in conjunction with building, construction and development in SRA. The future design and construction of structures, subdivisions and developments in State Responsibility Area (SRA) shall provide for basic emergency access and perimeter wildfire protection measures as specified in the following articles. These measures shall provide for emergency access; signing and building numbering; private water supply reserves for emergency fire use; and vegetation modification. *The intent statements that follow is a summary and provided for information only.*

**Application of Standards (Article 1)** The following activities initiate the application of specific standards (Articles 2-5) within the regulations.

- Creation of New Parcels (except lot line adjustments)
- Building Permit for New Construction
- Siting of Manufactured Homes
- Road construction (new or an extension of existing)
- Permitting of any industrial or commercial occupancy
- Application for Use Permit

**Requests for Exceptions (Article 1)**

Requests for exception from a specified requirement shall be submitted by the applicant in writing to CAL FIRE listing the applicable code section, stating the material facts supporting the exception request, listing the proposed mitigation measure and providing a map of the requested change.

**Appeals (Article 1)**

Any applicant may appeal the denial of an exception to the local jurisdiction who shall provide written findings to the local CAL FIRE office if the appeal is granted.

**Maintenance Requirements (Article 1)**

The maintenance of all requirements shall be secured as a condition of the approved permit or map.

**Article 2. Emergency Access Standards**

Road and street networks, whether public or private, unless exempted under section 1270.02(e), shall provide for safe access for emergency wildland fire equipment and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during a wildfire emergency consistent with sections 1273.00 through 1273.11.

**Road Standards (Article 2)**

- Two ten-foot traffic lanes, not including shoulder
- A minimum 75,000-pound load capacity
- A maximum grade of 16%
- A minimum inside curve radius of 50 feet
- Turnarounds shall have a minimum 40-foot radius,
- Hammerhead "T" if used shall be minimum 60 feet at top of the "T"
- Turnouts shall be a minimum 12 feet wide and 30 feet long with a 25-foot taper at each end, and be constructed every 400 feet.
- One-way roads shall be a minimum 12 feet wide, serving a maximum of 10 dwelling units and not exceed 2,640 feet in cumulative length

**Dead-end roads shall not exceed the following lengths:**

- 800 feet for parcels zoned for less than 1 acre
- 1,320 feet for parcels zoned for 1 acre to 4.99 acres
- 2,640 feet for parcels zoned 5 to 19.99 acres
- 5,280 feet for parcels zoned for 20 acres or larger

**Driveway Standards (Article 2)**

- A minimum of ten feet wide, not including shoulder
- A minimum of 14 feet unobstructed horizontal clearance and 15 feet unobstructed vertical clearance
- A maximum grade of 16%
- A minimum inside curve radius of 50 feet
- Turnarounds shall be provided to all building sites on driveways over 300 feet and be within 50 feet of the building

**Gate Standard (Article 2)**

- Gate openings shall be at least 2 feet wider than the road surface and be located at least 30 feet, *plus the length of the swing of the gate*, from the intersecting roadway.

**Article 3. Signing and Building Numbering**

All newly constructed or approved roads, street, and buildings shall be designated by names or numbers, posted on signs clearly visible and legible from the roadway.

- A minimum 4-inch letter height, 1/2-inch stroke, reflectorized, contrasting with the background color of the sign
- Visible for 100 feet from both directions of travel
- Height of signs shall be uniform county wide
- Shall be posted at driveway entrances and each fork of the driveway
- Multiple addresses shall be mounted on a single post

**Article 4. Emergency Water Standards**

When a water supply for structure defense is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when alternative methods of protection are provided and approved by the local authority having jurisdiction.

**Hydrant/ Fire Valve (Article 4)**

- Be at least 18 inches above grade, a minimum of 8 feet from flammable vegetation, no closer than 4 feet nor farther than 12 feet from a roadway, and in a location where fire apparatus using it will not block the roadway
- Be located between 50 feet and ½ mile from the building it serves
- Hydrant head shall be 2 ½" NH male thread with cap for pressure and gravity flow systems and 4 ½" NH male thread for draft systems
- Must have suitable crash protection
- Be identified with a 3-inch reflectorized blue dot on the driveway address sign, or placed on a fire-retardant post within 3 feet of the hydrant, or identified as described in the State Fire Marshal's Highway Marker Guidelines.

**Article 5. Fuel Modification Standards**

To reduce the intensity of a wildfire by reducing the volume and density of flammable vegetation, the strategic siting of fuel modification and greenbelt shall provide increased safety for emergency fire equipment and evacuating civilians by its utilization around structures and roads, including driveways; and a point of attack or defense from a wildfire.

**Setback Standards (Article 5)**

- All parcels 1 acre and larger shall provide a minimum 30-foot setback for buildings and accessory buildings from all property lines and/or the center of the road.
- Parcels less than 1 acre, the local jurisdiction shall provide for the same practical effect.



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**HOMEOWNERS SUMMARY OF FIRE PREVENTION AND LOSS REDUCTION LAWS**  
MENDOCINO UNIT 4290 PROGRAM (REV. 1/19)

Page 2 of 2

**Disposal of Flammable Vegetation and Fuels (Article 5)**

Disposal, including chipping, burying, burning or removal to a landfill site approved by the local jurisdiction, of flammable vegetation and fuels caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to completion of road construction or final inspection of a building permit.

**Greenbelts (Article 5)**

Subdivision and other developments, which propose greenbelts as a part of the development plan, shall locate said greenbelts strategically, as a separation between wildland fuels and structures. The locations shall be approved by the local authority having jurisdiction and may be consistent with the CAL FIRE Unit Fire Management Plan

**DEFENSIBLE SPACE AROUND STRUCTURES**

(a) A person who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, shall at all times do all of the following:

(1) Maintain defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line except as provided in paragraph (2). The amount of fuel modification necessary shall take into account the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure. This paragraph does not apply to single specimens of trees or other vegetation that are well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation. The intensity of fuels management may vary within the 100-foot perimeter of the structure, the most intense being within the first 30 feet around the structure. Consistent with fuels management objectives, steps should be taken to minimize erosion. For the purposes of this paragraph, "fuel" means any combustible material, including petroleum-based products and wildland fuels.

(2) A greater distance than that required under paragraph (1) may be required by state law, local ordinance, rule, or regulation. Clearance beyond the property line may only be required if the state law, local ordinance, rule, or regulation includes findings that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure. Clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

(3) An insurance company that insures an occupied dwelling or occupied structure may require a greater distance than that required under paragraph (1) if a fire expert, designated by the director, provides findings that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure. The greater distance may not be beyond the property line unless allowed by state law, local ordinance, rule, or regulation.

(4) Remove that portion of a tree that extends within 10 feet of the outlet of a chimney or stovepipe.

(5) Maintain a tree, shrub, or other plant adjacent to or overhanging a building free of dead or dying wood.

(6) Maintain the roof of a structure free of leaves, needles, or other vegetative materials. (PRC 4291)

**PERMITS FOR BURNING**

A person shall not burn any brush, stumps, logs, fallen timber, fallows, slash, grass-covered land, brush-covered land, forest-covered land, or other flammable material, in any state responsibility area, area receiving fire protection by the department by contract, or upon federal lands administered by the United States Department of Agriculture or Department of the Interior, unless the person has a written permit from the department or its duly authorized representative or the authorized federal officer on federal lands administered by the United States Department of Agriculture or of the Interior and in strict accordance with the terms of the permit. (PRC 4423)

**SPARK ARRESTORS**

No person shall use, operate, or allow to be used or operated, any internal combustion engine which uses hydrocarbon fuels on any forest-covered land, brush-covered land, or grass-covered land unless the engine is equipped with a spark arrester, as defined in subdivision (c), maintained in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire. (PRC 4442)



This handout has been produced by the CAL Fire - Mendocino Unit for informational purposes only. For a complete listing of the Fire Safe Regulations visit [www.fire.ca.gov](http://www.fire.ca.gov)

# EXHIBIT F

## A FEN ON THE NORTHERN CALIFORNIA COAST

HERBERT G. BAKER

Department of Botany, University of California, Berkeley 94720

### INTRODUCTION

Sphagnum bogs are not common in California but are to be found in montane situations and, as a novelty, at elevations of less than 650 feet above sea level in drainage hollows on the sterile sands of the Blacklock soil series in the 'pygmy forest' area of Mendocino County. They have been unknown at sea level in this state. However, along the coast of the Pacific Ocean, in Oregon, Washington, British Columbia and Alaska, bogs among the sand-dunes are not uncommon. This paper reports the existence of a stand of sphagnum-containing aquatic and semi-aquatic vegetation six and a half miles north of Fort Bragg (Mendocino County), between Cleone and Inglenook (fig. 1). This appears to be the southernmost extant example of this kind of vegetation on the Pacific Coast and is better described as a fen than as a bog—and will be referred to in this paper as the Inglenook fen.

Fens have been studied most carefully in the British Isles (where they are especially extensive in eastern England) and it may, therefore, be most appropriate to turn to the late Sir Arthur Tansley's encyclopedic account of British vegetation for an explanation of the differences between marsh, fen and bog. Tansley (1939, p. 634) gives the title *marsh* to a soil vegetation type in which the soil is waterlogged, the summer water level being close to or conforming with, but not normally much above, the ground level, and in which the soil has an inorganic (mineral) basis. *Fen* is a corresponding type (whose vegetation is closely similar to that of a marsh) in which the soil is organic (peat) but may be alkaline, neutral or even somewhat acid in reaction. *Bog*, on the other hand, forms peat which is extremely acid and bears a radically different vegetation. Usually, the soil of a bog is very poor in exchangeable bases while a fen is relatively rich in them and, as a consequence, rather highly productive.

In fens, the soil may be pure peat or, if silting is a factor in the basin where the water accumulates, it may contain varying amounts of mineral matter. Often fens are clearly successional stages in hydrosere leading to a forest climax; the Inglenook fen appears to be of such a type and is surrounded by a woody *fen-carr* (cf. Tansley, 1939, p. 644).

For about ten miles along the coast north of Fort Bragg there are magnificent unstable sand-dunes. Sand which is brought to this stretch of the coast by ocean currents is carried onshore by tidal action and deposited. When dry, it is blown inland by the prevailing westerly winds. These sand-dunes are advancing over the lowest of a series of terraces (actually raised beaches) formed by a combination of ocean level changes and local tectonic movements. Gardner (1967) has described a series of these terraces at 100, 175, 300, 475 and 600 feet elevation. It is the lowest (and most seaward) of these which is presently being



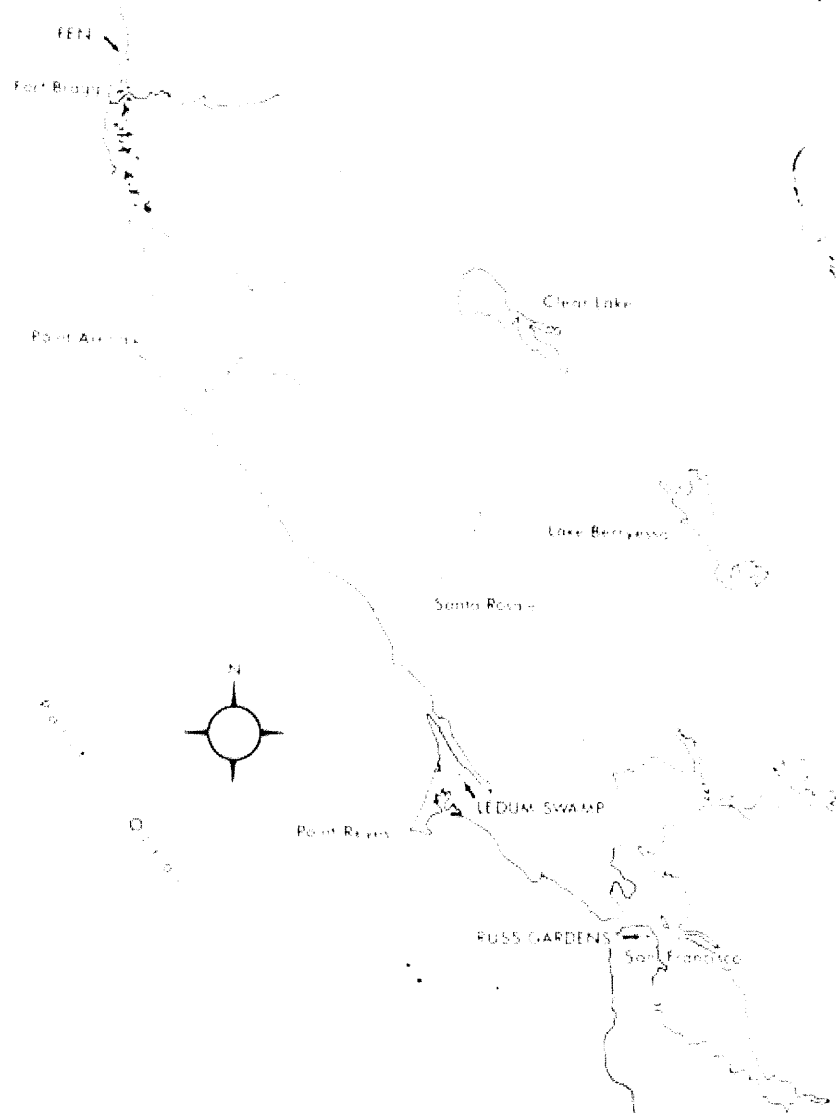


FIG. 1. Fen-locations in California: shaded areas around and south of Fort Bragg are the "pygmy forests."

invaded by the sand-dunes. It is largely covered with coastal prairie (Munz and Keck, 1949-50). The coniferous forests of the area are developed on the older and higher dune and terrace systems and contain mostly *Pinus muricata* D. Don, *Sequoia sempervirens* (D. Don) Endl. and *Pseudotsuga menziesii* (Mirb.) Franco. Streams draining toward the coast from these forested hills are impeded by the sand-dunes and this is how Inglenook Fen is formed.

Slightly farther south are the "pygmy forests" of *Pinus contorta* Dougl. var. *bolanderi* (Parl.) Vasey and *Cupressus pygmaea* (Lemmon) Sarg. (fig. 1). The soils of all the coniferous forests are podsolized and those of the pygmy forest represent an extreme in podsolization (Jenny, Arkley and Schultz, 1969). Although the streams draining from the forests into the Inglenook fen are too far north to carry drainage water from the "pygmy forests" and their associated bogs, they are distinctly acid in reaction. One such stream leads into the fen under State Route 1, 75 yards north of the junction with Little Valley Road, about 6 miles north of Fort Bragg. The pH of its water measured on July 10, 1966 (Beckmann pH meter, model N) was 4.9. During and after the winter rains the pH rises (e.g. to 6.5 on April 12, 1969). On the other hand, the sand-dunes into which the stream flows are rich in shell-fragments. As a result, both the pH and the base status of the fen (which lies between the road and the dunes) may be expected to be raised by the material which slips down or is blown from the dunes into the fen and by the waters which drain from the dunes. A final barrier to the escape of water from among the dunes is posed by the "Ten Mile River Logging Road" of the Boise Cascade Company which runs from Fort Bragg to the Ten Mile River along the margin of the ocean. Although there is evidence of seepage and actual overflow beneath the road in one place, the impediment is a real one and the area around the "outlet" receives enough moisture to allow grass to grow and provide for limited cattle grazing. As a consequence of these physical and chemical features of the environment, a floristically rich and luxuriant vegetation (contrasting in dramatic fashion with the floristic poverty and apparently very low productivity of the true bogs of the "pygmy forest" are) is produced—the Inglenook fen.

My attention was called to the existence of this remarkable piece of vegetation by my interest in one angiosperm species which is an important constituent of it. *Menyanthes trifoliata* L., the Bog Bean (or Buck Bean), belongs to the family Menyanthaceae. It is of interest to students of reproductive biology by reason of the heterostyly of its flowers (Darwin, 1877; Baker, 1959). The species has a circum-boreal distribution and usually grows in acid waters; in northern Europe as well as in eastern and northern North America it occurs at sea-level as well as in the mountains, but passing southward in western North America the lowland part of the elevational range is supposedly lost. In California, its contemporary altitudinal range is given as 3,000 to 10,000 feet above sea-level by Jepson (1939). According to Mason (1957) it is restricted to the Sierra Nevada, while Munz (1959) reports its occurrence only at elevations of 3,000 to 10,500 feet (in Yellow Pine Forest to Subalpine Forest). Hewett (1964), in his account of the ecology of *M. trifoliata* for the 'Biological Flora of the British Isles', draws conclusions as to the limits for this species in western North America on the basis of the distribution given in Munz (1959).

Consequently, I was excited when shown by Wayne Roderick a specimen of this species which he had collected at sea level in Mendocino County. I was introduced to the owner of the property, R. R. Ross, who graciously gave me permission to make a study of the plants and their habitat.

Both long-styled and short-styled plants of *M. trifoliata* occur in the Inglenook fen, so an artificial introduction of the species from one of its well-known high-altitude stations becomes an unlikely explanation for this apparently unique occurrence at sea level in California. As will be seen later, the naturalness of its occurrence is backed up by the floristic constitution of the vegetation here—an association of species which naturally accompanies *Menyanthes* in a series of boggy situations northward along the Pacific coast to Alaska but is otherwise unknown from California at the present day. Hansen (1943) records *M. trifoliata* from what appears to be the next fen northwards, five miles south of Bandon, Coos County, Oregon. Here again, drainage from land covered by pine trees (*Pinus contorta*) is impeded by actively moving sand-dunes. *M. trifoliata* also occurs in other coastal bogs and fens as far north as British Columbia and Alaska (cf. Rigg, 1922, 1925; Jones, 1936; Hanson and Churchill, 1961, p. 182; etc.).

Although no lowland occurrence of *M. trifoliata* in California is mentioned by Mason (1957), there is, in the University of California Herbarium (UC), in Berkeley, a specimen collected by him on 18 May, 1946 (Mason 12771), at this very site.

The occurrence near sea level of a species which is otherwise of higher altitude distribution in California recalls two other instances. Along the South Fork of the Eel River, near Pesula Road, in Humboldt County, Ichiro Fukuda has found a triploid plant of *Achlys triphylla* (Sm.) DC. growing among the usual tetraploid plants under the shade of the Coast Redwood (*Sequoia sempervirens*). A diploid form occurs at higher elevations, usually under Douglas Fir (*Pseudotsuga menziesii*) and the triploid is most reasonably explained as a relic hybrid from the days when the diploid grew at a lower altitude than that of its present stations (Fukuda, 1967). Similarly, A. P. Nelson (1962), investigating the genecology of *Prunella vulgaris* L. in California, concluded that some samples from the immediate vicinity of the South Fork of the Eel River (at Eagle Point, Humboldt County) also showed more affinity with montane races than is usually the case for plants growing at only 200 feet above sea level.

There is little doubt that there was a perceptible cooling of climate, during the glacial episodes of the Pleistocene epoch, far south of the limit of the ice sheets (Heusser, 1960; Axelrod, 1967). Unfortunately, the precise record for the northern California coast has still to be worked out. Thus, the pollen sequences in peat bogs studied by Heusser (1960), one of which was located two miles southeast of Fort Bragg in the pygmy

forest, begin only in the Late Postglacial, so that they show little divergence from contemporary pictures.

One conclusion of Heusser's, however, which may be important for our consideration is that there was an extensive marine transgression along the Pacific coast between 4,500 and 2,000 B.C., apparently due to a eustatic rise in sea level resulting from the melting of polar ice during the Hypsithermal (or Altithermal) period. According to H. Jenny (personal communication) the rise in sea level was probably of the order of ca 13 feet. The altitude of the fen at present is less than 40 feet above sea level and the open water (shown on the latest topographic map as "Sandhill Lake") is 24 feet above sea-level, but no data are yet available to show whether this eustatic change would have caused marine flooding in the fen because we know nothing of geologically recent isostatic changes which may have occurred in the area. Even if the fen did not exist in its present site, conditions for its occurrence may then have been favorable farther inland.

The direct influence of the raised temperatures of the Hypsithermal must also be taken into account. There is some evidence (Heusser, 1960; Axelrod, 1967) that the Bishop Pine (*Pinus muricata*) extended its range farther northward at this time (6,000-1,000 B.C.) and that Sitka Spruce (*Picea sitchensis*) has migrated southward since that time in response to a favorable increase in moisture. The present southernmost stand of Sitka Spruce is located between Mendocino and Fort Bragg. Consequently, it may be that the Inglenook fen is not more than 3 or 4 thousand years old, although, on the other hand, it (and its flora, in particular) may also have a California coastal history which reaches back to the Pleistocene.

If the *Menyanthes* population in the Inglenook fen should truly be a relic from a cooler climatic period in the past (persisting in its present locality because of the chill fogs which beset the Fort Bragg area, particularly during the summer months), it might be expected that traces of the same plant association would be discovered elsewhere. In fact, there is another lowland record of *M. trifoliata*, from San Francisco, where it flourished in a "marsh" until it became extinct in 1859 (Behr, 1888). The circumstances of this occurrence will be referred to later.

#### STRUCTURE AND COMPOSITION OF THE INGLENOOK FEN

The Inglenook fen shows a well-marked zonation which is indicated roughly on the sketch-map (fig. 2). The following zones may be distinguished:

- Open water (a) with fringing emergent vegetation
- Fen proper (b) almost pure *Carex* and *Heleocharis* tussocks
- (c) *Calamagrostis*/Cyperaceae/*Menyanthes* fen with *Ledum*, *Sphagnum*, etc.
- (d) Fen carr

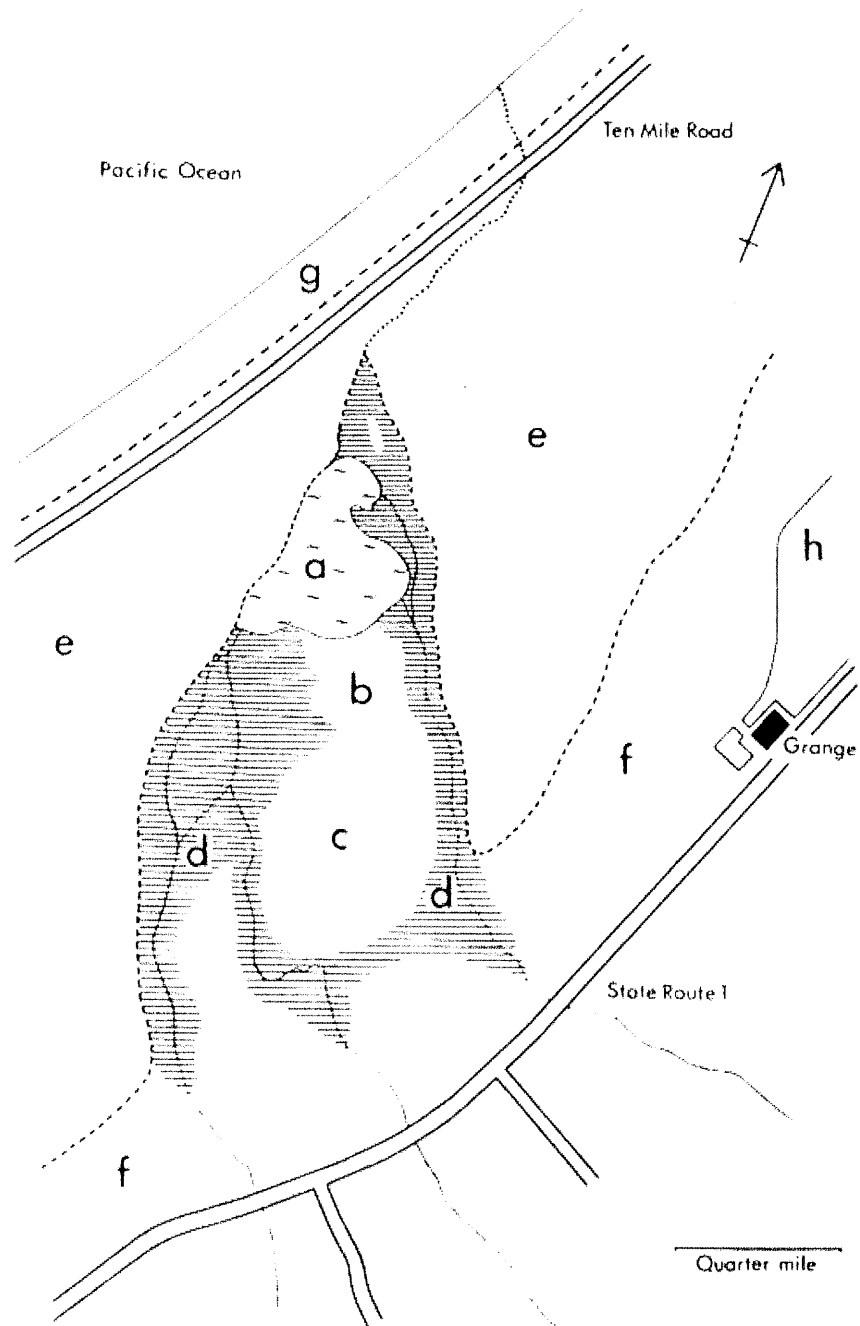


FIG. 2. Sketch map of the Inglenook Fen and surroundings: a = open water; b = Cyperaceae dominated fen; c = Calamagrostis-Cyperaceae-Menyanthes fen; d = fen carr; e = sand dunes; f = coastal prairie; g = strand; h = Eucalyptus plantation.

The fen as a whole is bounded by the sand-dunes (e) which, of course, have a quite distinct flora and, at its inland limits, merges with the coastal prairie (f) of the 100 foot raised beach. The four major zones within the fen presumably represent successive stages in a hydrosere leading from fresh water which is too deep for rooted phanerogamic vegetation to a wet forest-type which is rather stable and might not give way to pine forest until some further raising of the land occurs.

Table 1A shows the results of analyses of water samples and, for comparison, a water extract of the sand-dune immediately adjacent to the fen. The influence of drainage and slippage from the dune in raising the pH of the pond is clear, as is the effect of peat formation in depressing it in the fen. The dunes are rich in calcium and contribute this to the fen while the sodium mostly comes from the inflow creek (and probably also from spray blown in from the sea). The calcium content of the water is high enough to supply plant needs and counteract unfavorable effects of high concentrations of sodium (H. Jenny, personal communication).

TABLE 1A. WATER SAMPLES AND WATER EXTRACTS (me/liter).

	pH	Na	K	Ca	Mg	Totals
Water from inflow creek	6.5	.66	.03	.40	.42	1.51
Water from auger hole (fen)	5.2	.97	.12	.20	.23	1.52
Water (surface) from Nuphar zone	5.6	.68	.02	.56	.25	1.51
Water from pond (west end)	7.0	.91	.03	.72	.27	1.93
Water extract of sand-dune (4 grms. in 250 ml.)	8.1	.10	.02	.93	.24	1.23

In Table 1B the acidity of the fen peat along with the relatively high base status of the samples is indicated. By comparison bog and sandy soil samples from the Blacklock soil series in the "pygmy forest" have even lower pH values and lower base status (A. E. Salem, unpub., and Jenny, et al., 1969).

TABLE 1B. SOIL SAMPLES—EXCHANGEABLE BASES (me/100 g. oven-dry material).

	pH	Na	K	Ca	Mg	Totals
Cyperaceae fen	4.5-4.8	6.6	5.1	18.2	13.6	43.5
Calam./Sphagnum fen	4.6	5.1	2.2	18.8	12.9	39.0
Fen carr (Menyanthes)	4.6-5.1	6.2	6.2	17.2	16.1	45.7
Fen carr	4.2	6.0	9.2	23.0	18.5	56.7

The floristic composition of the vegetational zones (table 2) is given without any claim that the lists are complete. All aspects of the ecology of this fen should be studied in appropriate detail in the future. When this is done, subdivision of the zones in the fen will certainly be possible. For example, the western part of the fen (toward the open water) consists of almost pure *Carex* and *Heleocharis* tussocks, while the greatest floristic diversity occurs in the central and eastern part of the fen. Topo-

TABLE 2. FLORISTIC COMPOSITION OF ZONES IN INGLENOOK FEN

	Zone 1 Open water	Zone 2 Fringing emergents	Zone 3 Fen	Zone 4 Fen Carr
<i>Nuphar polysepalum</i> Engelm.	+	+	+	
<i>Equisetum hyemale</i> L. var. <i>robustum</i> (A. Br.) A. A. Eat.		+		
<i>Potentilla palustris</i> (L.) Scop.		+	+	+
<i>Cicuta douglasii</i> (DC.) Coult. & Rose		+	+	
<i>Oenanthe sarmentosa</i> Presl		+	+	
<i>Scirpus acutus</i> Muhl.		+		
<i>Typha latifolia</i> L.		+	+	
<i>Sphagnum</i> sp.			+	
<i>Calliergonella cuspidatum</i> (L.) Loesk.			+	
<i>Blechnum spicant</i> (L.) Roth.			+	+
<i>Hypericum anagalloides</i> Cham. & Schlecht.			+	+
<i>Nasturtium officinale</i> R. Br.			+	
<i>Ledum glandulosum</i> Nutt. spp. <i>columbianum</i> (Piper) C. L. Hitchc.			+	
<i>Gentiana sceptrum</i> Griseb.			+	
<i>Menyanthes trifoliata</i> L.			+	+
<i>Mimulus guttatus</i> Fisch.			+	+
<i>Myrica californica</i> Cham. & Schlecht.			+	+
<i>Epilobium adenocaulon</i> Hausskn. var. <i>parishii</i> (Trel.) Munz			+	
<i>E. watsonii</i> Barb. var. <i>franciscanum</i> (Barb.) Jeps.			+	
<i>Hydrocotyle ranunculoides</i> L. f.			+	
<i>Campanula californica</i> (Kell.) Heller			+	
<i>Veratrum fimbriatum</i> Gray			+	
<i>Lysichiton americanum</i> Hult. & St. John.			+	+
<i>Sisyrinchium californicum</i> (Kerr) Dry.			+	
<i>Habenaria dilatata</i> (Pursh.) Hook. var. <i>leucostachys</i> (Lindl.) Ames			+	
<i>Juncus effusus</i> L. var. <i>pacificus</i> Fern. & Wieg.			+	+
<i>J. effusus</i> L. var. <i>brunneus</i> Engelm.			+	+
<i>J. bolanderi</i> Engelm.			+	
<i>J. lesueurii</i> Bcl.			+	
<i>J. phaeocephalus</i> Engelm.			+	
<i>J. ensifolius</i> Wikstr.			+	+
<i>Heleocharis acicularis</i> (L.) R. & S.			+	
<i>Carex vicaria</i> Bailey			+	+
<i>C. obnupta</i> Bailey			+	+
<i>Glyceria occidentalis</i> (Piper) J. C. Nels.			+	
<i>Calamagrostis nutkaensis</i> (Presl.) Steud.			+	
<i>Athyrium filix-foemina</i> (L.) Roth. var. <i>sitchense</i> Rupr.				+
<i>Scrophularia californica</i> Cham. & Schlecht.				+
<i>Collinsia corymbosa</i> Herder				+
<i>Veronica americana</i> (Raf.) Schw.				+
<i>Stachys stricta</i> Greene				+
<i>Potentilla egedei</i> Worms. var. <i>grandis</i> (Rydb.) J. T. Howell				+
<i>Rubus vitifolius</i> Cham. & Schlecht.				+
<i>Lotus aboriginum</i> Jeps.				+



TABLE 2. *Continued.*

	Zone 1	Zone 2	Zone 3	Zone 4
<i>Vicia americana</i> Muhl.				
ssp. <i>oregana</i> (Nutt.) Abrams				+
<i>V. gigantea</i> Hook.				+
<i>Alnus oregona</i> Nutt.				+
<i>Salix piperi</i> Bebb.				+
<i>S. sitchensis</i> Sanson				+
<i>S. coulteri</i> Anderss.				+
<i>Galium trifidum</i> L. var.				
<i>subbiflorum</i> Wieg.				+
<i>Lonicera involucrata</i> (Rich.)				
Banks var. <i>ledebourii</i> (Esch.) Zabel				+
<i>Baccharis douglasii</i> DC.				+
<i>Erechtites prenanthoides</i> (A. Rich.) DC.				+
<i>Smilacina stellata</i> (L.)				
var. <i>sessilifolia</i> (Baker) Hend.				+
<i>Polygonum monspeliensis</i> (L.) Desf.				+

graphic diversity within the fen is provided by the tussocks of Cyperaceae and, especially, by the large tussocks of *Calamagrostis* and the build-up of material around the bases of the *Ledum* and *Myrica* bushes. Thus, *Menyanthes* and *Epilobium adenocaulon* can grow in the same zone in hollows and on tussocks, respectively.

The soils of the fen are by no means unrelieved peat; sand and mineral particles of smaller size occur in all zones. The mineral content predominates in the soil beneath the open water but decreases in proportion through the fen (where the loss on ignition averages about 50% of the dry weight of the soil) to the fen carr (where the loss on ignition reaches 77% in the surface litter and 78% in the subsurface peat). In the fen, *Sphagnum* peat appears to be accumulating patchily and much of the rest of the peat is derived from flowering plant remains.

Because the water and the peat in the fen have an acid reaction, the presence of such well-known "calcifuges" as *Sphagnum* spp., *Potentilla palustris*, *Blechnum spicant* and *Myrica californica* is not surprising. On the other hand, the reasonably high base status is indicated by the presence of such species as *Nasturtium officinale*, *Habenaria dilatata* and *Lysichiton americanum*. A notable absentee (present in the much shorter floristic lists from the acid, base-deficient bogs of the "pygmy forest" not far away) is the sundew, *Drosera rotundifolia*. Good descriptions of these "pygmy forest" bogs can be found in Rigg (1933) and McMillan (1956).

#### RELATION OF INGLENOOK FEN TO OTHER "BOGS" AND "MARSHES"

Table 3 shows species which are in common between the Inglenook fen and a number of coastal "bogs" ranging from Alaska southwards to

TABLE 3. SPECIES IN COMMON BETWEEN A NUMBER OF COASTAL "Bogs" AND "FENS" ON THE PACIFIC COAST OF NORTH AMERICA

	1	2	3	4	5	6	7
	Palmer, Alaska (incomplete)	Victoria, B.C.	Olympic Penin. Wash.	Bandon, Ore.	Inglebrook, Calif.	Ledum Swamp (Point Reyes) Calif.	San Francisco, Calif. (incomplete)
<i>Nuphar polysepalum</i>	+	+	+	+	+		
<i>Potentilla palustris</i>	+	+	+	+	+		
<i>Oenanthe sarmentosa</i>		+			+	+	(+)
<i>Sphagnum</i> sp.	+	+		+	+		
<i>Calliergonella cuspidatum</i>		+			+		
<i>Blechnum spicant</i>					+	+	
<i>Hypericum anagalloides</i>					+	+	
<i>Ledum</i> spp.		+		+	+	+	
<i>Gentiana sceptrum</i> , etc.		+		+	+		
<i>Menyanthes trifoliata</i>	+	+	+	+	+		+
<i>Mimulus guttatus</i>					+	+	
<i>Myrica</i> spp.		+		+	+	+	
<i>Lysichiton americanum</i>				+	+		
<i>Sisyrinchium californicum</i>					+	+	
<i>Habenaria dilatata</i> var. <i>leucostachys</i>					+	+	+
<i>Calamagrostis nutkaensis</i>					+	+	
<i>Athyrium filix-femina</i>					+	+	+
<i>Alnus oregona</i>		+		+	+		
<i>Campanula californica</i>					+	+	
<i>Carex obnupta</i>					+	+	
<i>Heliocharis acicularis</i>				+	+		

1. Hanson and Churchill (1961); 2. Rigg (1922, 1925); 3. Jones (1936); 4. Hansen (1943); 5. See Table 2; 6. Howell (1949); 7. Behr (1891), etc.

southern Oregon. In addition, the last column in the table indicates that some of these species were also present in the extensive "marsh" in San Francisco which Behr (1891) describes as having been destroyed by the growth in the city in the second half of the nineteenth century.

The San Francisco "marsh," which contained black, peaty soil according to Kellogg (cited by Brandegee, 1892), was adjacent to a pleasure resort called the Russ Gardens after the family who owned it. This was situated on the south corner of the intersection of Sixth and Harrison Streets (Eastwood, 1945). Behr (1891) describes the situation thus (Behr's punctuation is preserved): "Near the formerly well known Russ Gardens there were extensive marshes abounding especially about their borders in interesting plants. Here grew the large flowered dogwood (*Cornus Nuttallii*), the buckbean (*Menyanthes trifoliata*), *Epipactis gigantea*, the delightfully fragrant *Habenaria leucostachys*, and *Eriophorum gracile*. In the same vicinity I found in a single locality five

specimens of *Botrychium ternatum*; and the Lady-fern (*Asplenium filix-foemina*), grew luxuriantly, often forming root-stocks two feet high, simulating tree ferns." According to Eastwood (1945), Behr also found *Hippuris vulgaris* and Brandegee (1892) notes that Behr found *Cordylanthus maritimus* (under the name *Chloropyron palustre*) at this place.

No trace remains now of this, which must have been the southernmost representative of the coastal bog or fen formation along the Pacific Coast of North America. However, it is possible that an impoverished fragment of another example remains about 30 miles north of San Francisco, at the landward end of Point Reyes Peninsula. This is the well-known "Ledum Swamp" where acid waters draining from the quartz-diorite Inverness Ridge (covered with *Pinus muricata* and a podsolized soil) are impeded by nutrient-rich hills on the Peninsula. The next to last column in Table 2 contains a list of the species (from Howell, 1949) still occurring in Ledum Swamp which are also to be found in the Ingle-nook fen.

Only Ingle-nook fen now remains in California to represent this soil-vegetation type adequately, but it is a magnificent example. Because of its floristic richness and the completeness of its zonation and because it is the southernmost example of its kind, it is to be hoped that this fen can be preserved intact for study through the years to come. The area is also of anthropological interest, because it was here that the Coast Yuki Indians lived. This physically and linguistically isolated people and their artifacts are in need of further study (cf. Barrett, 1908; Thomsen and Heizer, 1964).

In this preliminary study of the Ingle-nook fen, I was greatly assisted by a Research Grant from the National Science Foundation (G-21821). Nothing would have been possible without the kind permission of the owners of the land, Mr. and Mrs. Ross. Robert Frenkel, Arthur Weston, Ann Mendershausen and Diana Myles also helped in collecting the field data. Hans Jenny kindly arranged for and A. E. Salem carried out the soil and water analyses.

#### LITERATURE CITED

- AXELROD, D. I. 1967. Geologic history of the California insular flora. In Proceedings of the Symposium on the Biology of the California Islands (ed. R. N. Philbrick). Santa Barbara Botanic Garden, Santa Barbara.
- BAKER, H. G. 1959. The contributions of autecological and genecological studies to our knowledge of the past migrations of plants. *Amer. Naturalist* 93:255-272.
- BARRETT, S. A. 1908. The ethno-geography of the Pomo and neighboring Indians. *Univ. Calif. Publ. Amer. Archeol. and Ethnology* 6(1):1-332.
- BEHR, H. H. 1888. Flora of the Vicinity of San Francisco. San Francisco.
- . 1891. Botanical reminiscences. *Zoe* 2:2-6.
- BRANDEGEE, K. 1892. Catalogue of the plants of San Francisco. *Zoe* 2:334-386.
- DARWIN, C. R. 1877. The Different Forms of Flowers on Plants of the Same Species. John Murray, London.
- EASTWOOD, A. 1945. The wild flower gardens of San Francisco in the 1890's. *Leaf. W. Bot.* 4:153-176.
- FUKUDA, I. 1967. The biosystematics of Achlys. *Taxon* 16:308-316.

- GARDNER, R. A. 1967. Sequence of podsollic soils along the coast of northern California. Ph.D. thesis, Univ. of California, Berkeley.
- HANSEN, H. P. 1943. Paleocology of two sand dune bogs on the southern Oregon coast. *Amer. J. Bot.* 30:335-340.
- HANSON, H. C. and E. D. CHURCHILL. 1961. *The Plant Community*. Reinhold Publ. Co., New York.
- HEUSSER, C. J. 1960. Late Pleistocene environments of North Pacific North America. *Amer. Geog. Soc., Special Publ. no. 35*, pp. 1-308.
- HEWETT, D. G. 1964. *Menyanthes trifoliata* L. *J. Ecol.* 53:723-735.
- HOWELL, J. T. 1949. *Marin Flora*. Univ. Calif. Press, Berkeley.
- JENNY, H., R. J. ARKLEY, and A. M. SCHULZ. 1969. The pygmy forest-podsol ecosystem and its dune associates of the Mendocino coast. *Madroño* 20:60-74.
- JEPSON, W. 1939. *A Flora of California*. vol. 3, part 1. A. S. U. C., Berkeley, California.
- JONES, G. N. 1936. A Botanical Survey of the Olympic Peninsula, Washington. *Univ. Wash. Publ. Bot.* 5:5-286.
- MASON, H. L. 1957. *A Flora of the Marshes of California*. Univ. Calif. Press, Berkeley.
- McMILLAN, C. 1956. The edaphic restriction of *Cupressus* and *Pinus* in the Coast Ranges of central California. *Ecol. Monogr.* 26:117-212.
- MUNZ, P. A. 1959. *A California Flora*. Univ. Calif. Press, Berkeley.
- and D. D. KECK. 1949-50. California plant communities. *Aliso* 2:87-105, and 2:199-202.
- NELSON, A. P. 1962. A genecological study in *Prunella vulgaris* L. (Labiatae). Ph.D. thesis, Univ. Calif., Berkeley.
- RIGG, G. B. 1922. A bog forest. *Ecology* 3:207-213.
- . 1925. Some sphagnum bogs of the north Pacific coast of America. *Ecology* 6:260-278.
- . 1933. Notes on a sphagnum bog at Fort Bragg, California. *Science* 77:535-536.
- TANSLEY, A. G. 1939. *The British Islands and their Vegetation*. Cambridge Univ. Press, Cambridge.
- THOMSEN, H. H. and R. F. HEIZER. 1964. The archaeological potential of Coast Yuki. *Rep. Univ. Calif. Archaeol. Surv.*, no. 63, pp. 45-83.

#### NOTES AND NEWS

*PLEUROPHYCUS GARDNERI* SETCHELL & SAUNDERS, A NEW ALGA FOR NORTHERN CALIFORNIA.—The Laminariales have received considerable attention recently with Druehl's publications (*Can. J. Bot.* 46:539-547, 1968; *Phycologia* 9:237-247, 1970) on their distribution along the west coast of North America. In general, the Northern California Coast from Bodega Head to the Oregon border has received very little attention with the exception of Dawson's study (*Marine Algae in the vicinity of Humboldt State College*, Biology Department, Humboldt State College, Arcata, Ca., 1965). On 12 July 1971, collections of algae were made in the intertidal zone at Fort Bragg (39° 27'N, 123° 47'W) during -1.0 foot tide. One of the specimens has been deposited in the herbarium at Hopkins Marine Station. Other voucher specimens have been deposited in the Sonoma State College herbarium. At this locality, *Pleurophycus gardneri* Setchell & Saunders, heretofore known only north of Coos Bay, Oregon (43° 25'N, 124° 20'W) was collected from a large population on rocks at -1.5 foot tide level in a tide pool area. A single specimen was also collected by the author in October, 1970, from the drift at Salt Point (38° 36'N, 123° 21'W).—CHRIS K. KJELDSEN, Department of Biology, Sonoma State College, Rehnert Park, California 94928.

# EXHIBIT G



## STATE WATER RESOURCES CONTROL BOARD

## GEOTRACKER

## CASE SUMMARY

**I. REPORTED BY -**

MENDOCINO CO ENVR HEALTH

**CREATED BY**

MCEH

**III. SITE LOCATION**FACILITY NAMEFACILITY ID

PRIVATE RESIDENCE

FACILITY ADDRESSORIENTATION OF SITE TO STREET

PRIVATE RESIDENCE

FORT BRAGG, CA 95437

CROSS STREET

MENDOCINO COUNTY

**V. SUBSTANCES RELEASED / CONTAMINANT(S) OF CONCERN**

DIESEL

GASOLINE

WASTE OIL / MOTOR / HYDRAULIC / LUBRICATING

**VI. DISCOVERY/ABATEMENT**DATE DISCHARGE BEGANDATE DISCOVEREDHOW DISCOVEREDDESCRIPTION

9/23/2010

SOIL SAMPLE

DATE STOPPEDSTOP METHODDESCRIPTION

12/2/2010

STOP CRUSHING OPERATIONS

**VII. SOURCE/CAUSE**SOURCE OF DISCHARGECAUSE OF DISCHARGEDISCHARGE DESCRIPTION

APPLIANCE AND VEHICLE CRUSHING

**VIII. CASE TYPE**CASE TYPE

Under Investigation

Soil

Surface water

Sediments

**IX. REMEDIAL ACTION**

NO REMEDIAL ACTIONS ENTERED

**X. GENERAL COMMENTS**

In September 2010, the Mendocino County Air Quality Management district collected a soil sample at the site that contained high diesel and and motor oil concentrations. In Dec 2010, MCEHD issued an unauthorized release report for unpermitted activities involving crushing (using heavy equipment) of vehicles and appliances for metal scraping.

**XI. CERTIFICATION**

I HEREBY CERTIFY THAT THE INFORMATION REPORTED HEREIN  
IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

**XII. REGULATORY USE ONLY**LOCAL AGENCY CASE NUMBERREGIONAL BOARD CASE NUMBER

1NMC613

**LOCAL AGENCY**

UNKNOWN

**REGIONAL BOARD**CONTACT NAMEINITIALSORGANIZATION NAMEEMAIL ADDRESS

KENT HUTH

KKH

NORTH COAST RWQCB (REGION 1)

kent.huth@waterboards.ca.gov

ADDRESSCONTACT DESCRIPTION5550 Skylane Blvd. Suite A  
SANTA ROSA, CA 95403PHONE TYPEPHONE NUMBEREXTENSION

PHONE

(707)-576-2669

[Back to Top](#)[Conditions of Use](#)[Privacy Policy](#)[Accessibility](#)[Contact Us](#)

Copyright © 2021 State of California



1NMC 613

DEC 7 2010

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT			
<b>EMERGENCY</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>REPORT DATE</b> 1 M 2 D 2 Y 10		<b>CASE #</b> 1NMC 613	
<b>FOR LOCAL AGENCY USE ONLY</b> I HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM. SIGNED: <u>William Nalty</u> DATE: <u>92 DEC 10</u>			
REPORTED BY	<b>NAME OF INDIVIDUAL FILING REPORT</b> WILLIAM NALTY		<b>PHONE</b> (707) 463-4466
	<b>REPRESENTING</b> <input checked="" type="checkbox"/> LOCAL AGENCY <input type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> OTHER		<b>SIGNATURE</b> <u>William Nalty</u>
	<b>COMPANY OR AGENCY NAME</b> MENDOCINO COUNTY ENVIRONMENTAL HEALTH		
RESPONSIBLE PARTY	<b>ADDRESS</b> 501 LOW GAP ROAD, ROOM #1326		
	<b>STREET</b> UKIAH, CA 95482		
	<b>CITY</b> UKIAH, CA 95482		
SITE LOCATION	<b>NAME</b> DEWEY & TRUDY SPRAGUE		<b>CONTACT PERSON</b> N/A
	<b>ADDRESS</b> 32800 DEWEY NAMELESS LANE,		<b>PHONE</b> (707) 964-7979
	<b>STREET</b> FORT BRAGG, CA 95437		
IMPLEMENTING AGENCIES	<b>FACILITY NAME (IF APPLICABLE)</b> N/A		<b>OPERATOR</b> N/A
	<b>ADDRESS</b> 32800 NAMELESS LN.		<b>PHONE</b> ( ) N/A
	<b>CROSS STREET</b> HIGHWAY 1		
SUBSTANCES INVOLVED	<b>LOCAL AGENCY</b> MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT		<b>CONTACT PERSON</b> CHRIS BROWN
	<b>REGIONAL BOARD</b> NCRWQCB		<b>PHONE</b> (707) 463-4354
	<b>NAME</b> DIESEL		
DISCOVERY/ABATEMENT	<b>DATE DISCOVERED</b> 0 M 9 D 3 Y 10		<b>HOW DISCOVERED</b> <input type="checkbox"/> TANK TEST <input type="checkbox"/> TANK REMOVAL <input checked="" type="checkbox"/> OTHER SOIL SAMPLE
	<b>DATE DISCHARGE BEGAN</b> <input checked="" type="checkbox"/> UNKNOWN		<b>SUBSURFACE MONITORING</b> <input type="checkbox"/> NUISANCE CONDITIONS
	<b>METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY)</b> <input type="checkbox"/> REMOVE CONTENTS <input type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE <input type="checkbox"/> REPLACE TANK <input checked="" type="checkbox"/> OTHER STOP CRUSHING OPERATIONS		
SOURCE/CAUSE	<b>SOURCE OF DISCHARGE</b> <input type="checkbox"/> TANK LEAK <input type="checkbox"/> UNKNOWN <input checked="" type="checkbox"/> OTHER		<b>CAUSE(S)</b> <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input checked="" type="checkbox"/> OTHER CRUSHING
	<input type="checkbox"/> PIPING LEAK <input checked="" type="checkbox"/> OTHER		<input type="checkbox"/> CORROSION <input type="checkbox"/> UNKNOWN
	<b>CASE TYPE</b> <input type="checkbox"/> UNDETERMINED <input checked="" type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)		
CURRENT STATUS	<b>CHECK ONE ONLY</b> <input checked="" type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY		
	<b>CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS)</b> <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input checked="" type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input checked="" type="checkbox"/> OTHER (OT) REFER TO NCRWQCB FOR ACTION		
	<b>COMMENTS</b> DISCHARGE OCCURRED WHEN THE SON OF DEWEY AND TRUDY SPRAGUE, AND SOME COHORTS, CRUSHED VEHICLES AND APPLIANCES WITH A PIECE OF HEAVY EQUIPMENT. THE SCRAP METAL IS REMOVED WITHIN HOURS. THERE IS, ACCORDING TO CHRIS BROWN, AN OVERWELMING ODOR. THE CRUSHING WAS OPERATING LIKE A BUSINESS, BUT WITHOUT A LICENSE/PERMIT. REFER TO WATER QUALITY CONTROL BOARD FOR ACTION.		

HSC 05 (8/90)

DEC - 7 2010



<input type="checkbox"/> EO	<input type="checkbox"/> WMgmt	<input type="checkbox"/> Admin
<input type="checkbox"/> AEO	<input type="checkbox"/> Timber	<input type="checkbox"/> Legal
<input type="checkbox"/> Reg/NPS	<input type="checkbox"/> Cleanups	<input type="checkbox"/> Other

Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267  
Service Center: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

ELAP Certificate Numbers 1551 and 2728

08 October 2010

Mendocino Air Quality Mgmt

Attn: Chris Brown

306 E. Gobbi St

Ukiah, CA, 95482

RE: Nameless Lane, FB

Work Order: 10I1051

Enclosed are the results of analyses for samples received by the laboratory on 09/23/10 08:30. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Jeanette L. Poplin For Sheri L. Speaks  
Project Manager



Alpha

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Service Center: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

CHEMICAL EXAMINATION REPORT

Page 1 of 3

Mendocino Air Quality Mgmt  
306 E. Gobbi St  
Ukiah, CA, 95482  
Attn: Chris Brown

Report Date: 10/08/10 09:40  
Project No: -  
Project ID: Nameless Lane, FB

Order Number  
1011051

Receipt Date/Time  
09/23/2010 08:30

Client Code  
MENAIR

Client PO/Reference

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
Nameless Ln	1011051-01	Soil	09/22/10 13:30	09/23/10 08:30

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Bruce L. Gove  
Laboratory Director

10/8/2010



# Alpha

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267  
Service Center: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

## CHEMICAL EXAMINATION REPORT

Page 2 of 3

Mendocino Air Quality Mgmt  
306 E. Gobbi St  
Ukiah, CA, 95482  
Attn: Chris Brown

Report Date: 10/08/10 09:40  
Project No: -  
Project ID: Nameless Lane, FB

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
10I1051	09/23/2010 08:30	MENAIR	

### Alpha Analytical Laboratories, Inc.

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	POL	NOTE
Nameless Ln (10I1051-01)			Sample Type: Soil		Sampled: 09/22/10 13:30			
TPH by EPA/LUFT GC/GCMS Methods								
TPH as Diesel	8015DRO	A103014	10/01/10 10:21	10/06/10 13:41	1000	20000 mg/kg	1000	D-09
TPH as Gasoline	8015GRO	A102917	09/29/10 13:59	09/30/10 21:28	1	55 "	1.0	G-3
TPH as Motor Oil	8015DRO	A103014	10/01/10 10:21	10/06/10 13:41	1000	30000 "	2000	D-17
Surrogate: 1,4-Bromofluorobenzene	8015GRO	A102917	09/29/10 13:59	09/30/10 21:28		129 %	60-156	
Surrogate: Tetraetracontane	8015DRO	A103014	10/01/10 10:21	10/06/10 13:41		1690 %	28-129	S-06
Volatile Organic Compounds by EPA Method 8260B								
Benzene	EPA 8260B	A103016	09/24/10 10:55	09/29/10 01:26	173.2	ND mg/kg	0.17	R-06
Toluene	"	"	"	"	"	0.46 "	0.17	
Ethylbenzene	"	"	"	"	"	0.31 "	0.17	
Xylenes (total)	"	"	"	"	"	3.0 "	0.17	
Surrogate: Bromofluorobenzene	"	"	"	"		115 %	55-128	
Surrogate: Dibromofluoromethane	"	"	"	"		97.2 %	48-125	
Surrogate: Toluene-d8	"	"	"	"		118 %	50-136	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Bruce L. Gove  
Laboratory Director

10/8/2010



Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267  
Service Center: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

## CHEMICAL EXAMINATION REPORT

Page 3 of 3

Mendocino Air Quality Mgmt  
306 E. Gobbi St  
Ukiah, CA, 95482  
Attn: Chris Brown

Report Date: 10/08/10 09:40  
Project No: -  
Project ID: Nameless Lane, FB

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
1011051	09/23/2010 08:30	MENAIR	

### Notes and Definitions

S-06 The recovery of this surrogate is outside control limits due to sample dilution required from high analyte concentration and/or matrix interferences.

R-11 All samples and QC in the batch were analyzed to meet high-level reporting limits.

R-06 The Reporting Limits for this analysis have been raised to account for matrix interference.

G-3 Analysis of this sample indicates the presence of hydrocarbons higher in molecular weight than gasoline.

D-17 The sample chromatographic pattern does not resemble the motor oil standard used for calibration.

D-09 Results in the diesel organics range are primarily due to overlap from a heavy oil range product.

DET Analyte DETECTED

ND Analyte NOT DETECTED at or above the reporting limit

NR Not Reported

dry Sample results reported on a dry weight basis

RPD Relative Percent Difference

PQL Practical Quantitation Limit

Lab No. 1011021 Page      of     

[illegible]



**Matt Rodriguez**  
Secretary for  
Environmental Protection

**California Regional Water Quality Control Board**  
**North Coast Region**  
**Geoffrey M. Hales, Chairman**

[www.waterboards.ca.gov/northcoast](http://www.waterboards.ca.gov/northcoast)  
5550 Skylane Boulevard, Suite A, Santa Rosa, California 95403  
Phone: (877) 721-9203 (toll free) • Office: (707) 576-2220 • FAX: (707) 523-0135



**Edmund G. Brown Jr.**  
Governor

October 20, 2011

Mr. Dewey Sprague and Ms. Trudie Sprague  
32800 Nameless Ln  
Fort Bragg, CA 95437

Dear Mr. and Ms. Sprague:

Subject: Release of Petroleum Hydrocarbons

File: Sprague Property, 32800 Nameless Lane, Fort Bragg, California  
Case No. 1NMC613

On December 7, 2010, Regional Water Board staff received the unauthorized release report prepared by the Mendocino County Environmental Health Division concerning the release of petroleum hydrocarbons found by the Mendocino Air Quality Management District at your property located at 32800 Nameless Lane near Fort Bragg. A soil sample collected by Mendocino Air Quality Management District staff contained 20,000 parts per million total petroleum hydrocarbons as diesel and 30,000 parts per million total petroleum hydrocarbons as motor oil. The soil sample was collected in response to an unauthorized vehicle and appliance crushing operation.

As a result of the contamination detected on your property, it will be necessary for you to conduct a hydrogeologic investigation to determine the extent of the soil contamination and any groundwater contamination. A workplan needs to be submitted to this office that describes the proposed investigation by February 17, 2012. The workplan must be prepared under the direction of a California Registered Geologist or Professional Civil Engineer familiar with contaminated site investigation and cleanup. Enclosed is a list of consultants that work on site investigation and cleanup.

In addition, pursuant to California Water Code Section 13307, you should also submit the name, address, and phone number(s) of all the current record owners of fee title to the subject site, as listed in the Title or Deed of Trust.

After Regional Water Board staff concurrence with the workplan for a hydrogeologic investigation and at the completion of the fieldwork and laboratory analysis, please submit a report of findings that should include, at a minimum:

**California Environmental Protection Agency**

*Recycled Paper*

1. Site History.
2. Work Performed.
3. Conditions Encountered.
4. Laboratory Analytical Results and Chain of Custody Forms.
5. Summary Table of Analytical Results.
6. Sensitive Receptor Survey (including the location of water supply wells, surface waters, preferential water pathways, sensitive environmental habitats, and the identification of any relevant health and safety issues).
7. Conclusions.
8. Recommendations.
9. Vicinity Map.
10. Site Plan.
11. Map(s) showing the:
  - a. boring locations in reference to the former tank location(s),
  - b. water well(s), buildings, and any other relevant site features, and
  - c. assumed or calculated groundwater gradient.
12. Boring log diagrams which indicate the:
  - a. groundwater level,
  - b. soils are classified according to the Unified Soils Classification System, and
  - c. laboratory analytical results along with the hydrocarbon vapor field screening device readings for all samples.

Section 13267 of the California Water Code contains the authority for this request. I look forward to working with you and receiving your workplan and the name, address, and phone number of all the current record owners of fee title by February 21, 2012. Please contact me at (707) 570-3767 or at [CHunt@waterboards.ca.gov](mailto:CHunt@waterboards.ca.gov) if you have any questions.

Sincerely,

Original Signed by

Craig Hunt  
Water Resource Control Engineer

Enclosure

111020\_CSH\_Sprague\_InitialLetter.docx

cc (w/o enclosure):

Ms. Liz Johnson, Mendocino County Environmental Health Division,  
[johnsonl@co.mendocino.ca.us](mailto:johnsonl@co.mendocino.ca.us)

Mr. Chris Brown, Mendocino County Air Quality Management District,  
[browncd@co.mendocino.ca.us](mailto:browncd@co.mendocino.ca.us)

**California Environmental Protection Agency**

*Recycled Paper*



---

# Consultant List

The responsible party must follow applicable state laws when hiring consultants and contractors. Consultants may or may not possess a contractor's license that qualifies them to provide construction services. The term consultant, in relation to sites requiring corrective action, generally refers to the firm's employing registered professional engineers or geologists. This list is incomplete and you should also consult other references including the telephone directory.

---

## *ACC Environmental Consultants*

Melissa Brew      7977 Capwell Drive, Suite 100      Oakland      CA 94621      (510) 638-8400

## *AECOM*

2101 Webster Street, Suite 1900      Oakland      CA 94612      (510) 622-6600

104601 Old Placerville Rd., Suite      Sacramento      CA 95827      (916) 361-6400

## *AEMC*

Jim Stepler      3716 52nd Avenue      Sacramento      CA 95823      (916) 395-3268

## *Alisto Engineering Group*

Al Sevilla      2737 North Main Street      Walnut Creek      CA 94597      (925) 962-6970

## *Apex-Envirotech, Inc*

11244 Pyrites way      Gold River      CA 95670      (916) 851-0174

## *Applied Earth Consultants*

4742 San Fernando Road      Glendale      CA 91204      (818) 552-6000

## *Aqua Science Engineers, Inc.*

Robert Kaitay      55 Oak Court, Suite 220      Danville      CA 94526      (925) 820-9391

## *Bace Geotechnical, Inc.*

Erik Olsborg      P.O. Box 749      Windsor      CA 95492      (707) 838-3027

## *Bace/Brunsing Environmental*

P.O. Box 588      Windsor      CA 95492      (707) 838-3027

## *Baker Tanks*

David Gill      4381 Bettencourt Way      Union City      CA 94587      (510) 487-7020

## *Baseline Environmental Consultants*

101 H Street      Petaluma      CA 94952      (707) 762-5233

---

**Consultant List**

---

**Baseline Environmental Consultants**

5900 Hollis Street, Suite D      Emeryville      CA 94608      (510) 420-8686

**Bergeson-Boese & Associates, Inc. (Eugene Office)**

P.O. Box 71158      Eugene      OR 97401      (541) 484-9484

32986 Roberts Court      Coburg      OR 97401      (541) 484-9484

**Bergeson-Boese & Associates, Inc. (Portland Office)**

25195 SW Parkway Ave., Ste 207      Wilsonville      OR 97070      (503) 570-9484

**Berlagar Geotechnical Consultants**

Sur Tristan      5587 Sunol Boulevard      Pleasanton      CA 94566      (925) 484-0220

**Blackpoint Environmental, Inc.**

Diana M. Dickerson      930 Shiloh Road, Bldg 40, Ste F      Windsor      CA 95492      (707) 837-7407

**Blue Rock Environmental, Inc**

Scott Ferriman      911 Third Street      Eureka      CA 95501      (707) 441-1934

**Bonkowski & Associates, Inc.**

7400 Hollis Street, Suite 4      Emeryville      CA 94608      (510) 450-0770

**Brown & Caldwell**

Bill Sissit      201 North Civic Drive      Walnut Creek      CA 94596      (925) 937-9010

Bill Sissit      P.O. Box 8045      Walnut Creek      CA 94596      (925) 937-9010

**Brunsing Associates, Inc.**

Tom Brunsing      P.O. Box 588      Windsor      CA 95492      (707) 838-3027

**Cambria Environmental Technology**

408 7th Street, Suite A      Eureka      CA 95501      (707) 268-3812

Joe Neeley      P.O. Box 259      Sonoma      CA 95476      (707) 935-4850

---

**Consultant List**

---

***Cambria Environmental Technology***

5900 Hollis Street, Suite A      Emeryville      CA 94608      (510) 420-0700

***Clearwater Group***

Ms. Olivia Jacobs      229 Tewksbury Avenue      Pt. Richmond      CA 94801      510-307-9943

***Clearwater Group, Inc.***

Kenneth Thiessen      417 2nd Street, Suite 205      Eureka      CA 95501      (707) 442-9510

229 Tewksbury Avenue      Richmond      CA 94801      (510) 307-9943

***Closure Solutions, Inc.***

Roger Hoffmore      1243 Oak Knoll Drive      Concord      CA 94521      (800) 988-7880

***Connor Pacific/EFW***

Martha Watson      2580 Wyandotte Street      Mountain View      CA 94043      (650) 386-3828

***Cyto Culture***

Randall VonWedel      249 Tewksbury Avenue      Point Richmond      CA 94801      (510) 233-0102

***Delta Environmental***

Jim Brownell      11050 White Rock Road, Suite 110      Rancho Cordova      CA 95670      (916) 638-2085

***Earthtec Inc.***

Ed Hendrick      1830 Vernon Street, Suite 7      Roseville      CA 95678      (916) 786-5262

***EBA Engineering***

828 Sonoma Avenue Suite C      Santa Rosa      CA 95404      (707) 544-0784

***ECM Group***

Jim Green      P.O. Box 802      Benecia      CA 94510      (707) 751-0655

***Ecology Control Industries***

255 Parr Boulevard      Richmond      CA 94801      (510) 970-7475

***ECOVA***

602 East Ranch Road      Sacramento      CA 95825      (916) 489-6567

---

***Consultant List***

---

***Edd Clark & Associates***

John Calomiris      P.O. Box 3039      Rohnert Park      CA 94927      (707) 792-9500

***EKI***

Tom Kalinowski,      1870 Ogden Drive      Burlingame      CA 94010      (650) 292-9100

***Entrix***

Jean Baldrige      701 University Avenue, Suite 200      Sacramento      CA 95825      (916) 923-1097

***Environ***

6001 Shellmound St., Ste 700      Emeryville      CA 94608      (510) 655-7400

***Environmental Geology Services***

Marc Seeley      1695 Willowside Rd.      Santa Rosa      CA 95401      (707) 528-0810

***Environmental Resolutions, Inc.***

James Chappell      601 N. McDowell Blvd      Petaluma      CA 94954      (707) 766-2090

***Frye Environmental***

Chris Frye      8020 Starr Road      Windsor      CA 95492      (707) 837-2809

***Gallardo and Associates***

Rafael Gallardo      304v Belle Court      El Dorado Hills      CA 95762      (916) 358-3719

***Geocon Consultants, Inc.***

Kevin J. Brown      3160 Gold Valley Drive      Rancho Cordova      CA 95742      (916) 852-9118

***Geo-Logic***

Joel Gregor      1140 5th Avenue      Crockett      CA 94525      (510) 787-6867

***Geologic Technics, Inc.***

Ray Kablanow III      1172 Kansas Avenue      Modesto      CA 95351      (209) 538-6424

***Geomatrix***

2101 Webster St, 12th Floor      San Fransico      CA 94612      (510) 663-4141

***GeoServices Group, The***

David Peterson      874 Gravenstein Avenue      Sebastopol      CA 95472      (707) 823-9218

---

***Consultant List***

---

***Getler-Ryan***

Jeffrey Ryan      6747 Sierra Court, Suite J      Dublin      CA 94568      (925) 551-7555

***Giblin Associates***

2307 McBride Lane      Santa Rosa      CA 95403-      (707) 528-3078

***GreenWay Partners***

Steve Salzman      1385 8th Street      Arcata      CA 95521      (707) 822-0597

***HSI Geo Trans***

Steve Carlton      3035 Prospect Park Dr., Suite 40      Rancho Cordova CA 95670      (916) 853-1800

***Harding Lawson Associates***

Dan Craig      P.O. Box 578      Novato      CA 94948

***Jacobs Engineering Group, Inc.***

2525 Natomas Park Dr, Suite 370      Sacramento      CA 95833      (916) 922-8600

***Jim Glomb Consulting***

Jim Glomb, Jr.      152 Weeks Way      Sebastopol      CA 95472      (707) 237-2703

***John H. Dailey Consulting***

737 Castro Street      San Francisco      CA 94114      (415) 357-1215

***Kleinfelder***

Steven Walker      7133 Koll Center Pkwy, Suite 100      Pleasanton      CA 94566      (925) 484-1700

Michael Burns      2240 Northpoint Parkway      Santa Rosa      CA 95407      (707) 571-1883

***Krazan and Associates***

5044 Bailey Loop      McClellan      CA 95652      (916) 564-2200

***LACO Associates***

David German      P.O Box 1023      Eureka      CA 95502      (707) 443-5054

***Lawrence & Associates***

3590 Iron Court      Shasta Lake City CA 96019      (530) 275-4800

---

***Consultant List***

---

***Lion Enviro-Geotech***

Tom Lion                      248 Vista View Drive                      Cloverdale                      CA 95425                      (707) 894-9024

***Mactec Engineering and Consulting***

Gary Lieberman                      5341 Old Redwood Hwy, Suite 300                      Petaluma                      CA 94953                      (707) 793-3841

***McEdwards Group***

Dr. McEdwards                      1025 Hearst - Willits Road                      Willits                      CA 95490                      (707) 459-1086

***MWH Montgomery Watson Harza***

1340 Treat Blvd, Suite 300                      Walnut Creek                      CA 94597                      (925) 975-3400

***Northgate Environmental Management Inc.***

Alan Leavitt                      300 Frank H. Ogawa Plaza, Suite                      Oakland                      CA 94612                      (510) 839-0688

***Omega Environmental Mgmt. Inc.***

Bruce Shybock                      P.O. Box 738                      Petaluma                      CA 94953                      (707) 775-2500

***Oscar Larson & Associates***

John DeBoice                      P.O. Box 3806                      Eureka                      CA 95502                      (707) 445-2043

John DeBoice                      317 3rd Street                      Eureka                      CA 95501                      (707) 445-2043

***PES Environmental, Inc.***

Bill Frizzell                      1682 Novato Boulevard, Ste. 100                      Novato                      CA 94947                      (415) 899-1600

***Porter Geotechnical***

Chip Porter                      5560 Wildwood Drive                      Reno                      NV 89511                      (775) 849-0668

***R.G.A. Environmental Consultants***

Harry Lawrence                      1466 66th Street                      Emeryville                      CA 94608                      (510) 547-7771

***Remediation Testing and Design***

Howard Whitney                      609 Pacific Avenue, Suite 201                      Santa Cruz                      CA 95060                      (831) 458-1612

***SCS Engineers***

Linda Traverner                      3843 Brickway Blvd, Suite 208                      Santa Rosa                      CA 95403                      (707) 574-9461

---

**Consultant List**

---

**Secor**

3281 South Maple Avenue      Fresno      CA 93725      (559) 266-2157

2194 Main Stret      Cambria      CA 93428      (805) 927-4699

25864 Business Cntr Dr, Ste F      Redlands      CA 92374      (909) 478-5580

**Shasta Environmental**

1341 Nebraska Street      Vallejo      CA 94590      (707) 646-1909

**Shaw**

4005 Port Chicago Hwy      Concord      CA 94520      (925) 288-2107

**SHN**

480 Hemsted Drive      Redding      CA 96002      (530) 221-5424

Marty Lay      812 West Wabash      Eureka      CA 95501      (707) 441-8855

**Soma Environmental Engineering**

Mansur Sepeher      2680 Bishop Drive, Suite 203      San Ramon      CA 94583      (925) 244-6600

**Streamborn**

Doug Lovell      P.O. Box 8330      Berkley      CA 94707      (510) 528-4234

**Taber Consultants**

Tom Skaug      3911 West Capital Avenue      West Sacramento CA 95691      (916) 371-1690

**Tetra Tech, Inc.**

John King      180 Howard Street, Suite 250      San Fransico      CA 94105      (415) 974-1221

**Toxichem Management Systems**

Ross Tinline      11 Kenton Avenue      San Carlos      CA 94070      (650) 551-0112

**Trans Tech Consultants**

Bill Wiggins      930 Shiloh Rd Bldg #44, Suite J      Santa Rosa      CA 95407      (707) 575-86722

---

**Consultant List**

---

**TRC Alton Geosciences**

Tracy Walker      5052 Commercial Circle      Concord      CA 94520      (925) 688-1200

**Treadwell & Rollo, Inc.**

Phil Smith      9608 Kiefer Boulevard      Sacramento      CA 95827-      (925) 253-4980

**Twining Laboratories, Inc.**

Laura Kemp      2527 Fresno Street      Fresno      CA 93721      (559) 268-7021

**URS Greiner Woodward Clyde**

2520 Venture Oaks Way, Suite 250      Sacramento      CA 95833      (916) 929-2031

**Versar, Inc.**

Tim Berger      7844 Madison Avenue      Fair Oaks      CA 95628      (916) 962-1612

**Wallace-Kuhl & Associates**

3050 Industrial Boulevard      West Sacramento CA 95691      (916) 372-1434

**Weiss Associates**

5801 Christie Ave, Suite 600      Emeryville      CA 99608      (510) 450-6000

**West Associates**

Brian West      P.O. Box 5891      Vacaville      CA 95696      (707) 451-1360

**West Environmental Services & Technology**

Peter Krainoff      711 Grand Ave, Suite 220      San Rafael      CA 94903      (415) 460-6770

**Wildan Associates**

2150 River Plaza Drive, Suite 300      Sacramento      CA 95833      (916) 924-7000

**Winzler & Kelly**

Jed Douglas      495 Tesconi Cir      Santa Rosa      CA 95401      (707) 523-1010

633 Third Street      Eureka      CA 95501      (707) 443-0326

417 Montgomery Street, Suite 600      San Fransico      CA 94104      (415) 283-4970



**From:** [Hunt, Craig@Waterboards](mailto:Hunt.Craig@Waterboards.ca.gov)  
**To:** [Bill Wiggins](mailto:Bill.Wiggins@transtechconsultants.com)  
**Subject:** RE: 32800 Nameless Lane Fort Bragg, NCRWQCB Case Number 1NMC613  
**Date:** Tuesday, October 6, 2020 8:58:00 AM

Bill,

It was good speaking with you yesterday. I concur with this approach and look forward to working with you on it.

Craig Hunt  
Water Resource Control Engineer  
California Regional Water Quality Control Board, North Coast Region  
5550 Skylane Blvd, Suite A  
Santa Rosa, CA 95403

[Craig.Hunt@waterboards.ca.gov](mailto:Craig.Hunt@waterboards.ca.gov)

The governor of California has issued a statewide shelter in place order due to the COVID-19 emergency. The Water Boards are continuing day-to-day work protecting public health, safety, and the environment. However, most staff are working remotely and we continue to check email and voicemail regularly. Thank you and stay healthy and safe.

**From:** Bill Wiggins <[bwiggins@transtechconsultants.com](mailto:bwiggins@transtechconsultants.com)>  
**Sent:** Monday, October 5, 2020 4:00 PM  
**To:** Hunt, Craig@Waterboards <[Craig.Hunt@waterboards.ca.gov](mailto:Craig.Hunt@waterboards.ca.gov)>  
**Subject:** 32800 Nameless Lane Fort Bragg, NCRWQCB Case Number 1NMC613

EXTERNAL:
-----------

Craig,

Thank You for taking the time to talk with me this afternoon regarding the subject site. As we discussed, I represent the current property owner, Mr. Travis Swithenbank. Mr. Swithenbank is in the planning process with Mendocino County to develop the approximately 12 acre property for residential lots. One of the items that needs to be resolved as part of the development process is "... Demonstrate that the Hazardous Materials incident reported in December, 2010 to the State Water Board (NCRWQCB Case 1NMC613), has been remediated...." We have been retained to provide consulting services relative to this matter, specifically to address outstanding matters relevant to a NCRWQCB Letter prepared by you, dated October 20, 2011 to Mr. Dewey Sprague and Ms. Trudie Sprague, understood to be the owners at the time.

As discussed this afternoon, we have reviewed the known available record at the NCRWQCB as well as the Mendocino County Air Quality Management District. A few weeks ago I also talked with Will

Nalty with the Mendocino County Environmental Health Division, Hazardous Materials Management Program. Will was unable to locate a file relevant to the subject site (albeit on short notice) and he was to talk to another County representative to see if a file was available. He recalled the case and believed there was a file. Apparently there was a recent event involving significant water damage in the building housing historical records. To date, we have not heard back from him.

As discussed, the record currently available does not appear to be complete, we have not been able to locate a site map with the sampling location or a copy of the original sampling notes for example. There also appears to be some discrepancies in the record. We have performed a site visit, talked to the current property owner and have an idea as to where the sampling may have occurred based upon second hand knowledge and an educated guess.

In an effort to more fully develop the record, we propose to reinitiate contact with Mr. Nalty to inquire as to whether or not a file has turned up and to summarize available information in a work plan. The proposed scope of work (absent new information becoming available) will be to sample surface and near surface soils in the area believed to be the most likely area where the initial sample back in 2010 was obtained. The rationale for the location and scope of near surface sampling will be presented in the work plan. Our site observations and analytical data will be presented in a summary letter, including a site map with sampling locations. The letter will include conclusions and recommendations as deemed appropriate based upon the conditions encountered.

We respectfully request that the balance of directives outlined in the October 2011 NCRWQCB Letter be held in abeyance pending the results of our investigation. We appreciate your consideration.

Kindest Regards Bill

Bill C. Wiggins, P.E.

**Trans Tech Consultants**

[www.transtechconsultants.com](http://www.transtechconsultants.com)

[www.fileteam.com](http://www.fileteam.com)

707-837-8408 - Office

707-478-2097 - Cell



## North Coast Regional Water Quality Control Board

December 11, 2020

Travis Swithenbank  
Swithenbank Construction  
P.O. Box 1660  
Fort Bragg, CA 95437  
travis@swithenbankconstruction.com

Dear Mr. Swithenbank:

Site: Sprague Property, 32800 Nameless Lane, Fort Bragg, California  
Case No. 1NMC613

Subject: **Workplan Approval Letter**

North Coast Regional Water Quality Control Board (Regional Water Board) staff reviewed the November 5, 2020 "Work Plan – Supplemental Investigation" (Workplan) submitted by Trans Tech Consultants (Trans Tech). It is understood that an unauthorized auto crushing operation took place at the Site in 2010. In order to determine if a fuel release occurred, soil in the area of the crushing operation was sampled by Mendocino County Air Quality Management District staff and analyzed for total petroleum hydrocarbons (TPH). Based on the laboratory results, elevated concentrations of TPHd and TPHmo were detected; however, the location of the sample(s) were not included in the sampling documentation. The case was transferred to the Regional Water Board on December 7, 2010.

Based on a review of the Workplan, it is the Regional Water Board's understanding that background research performed by Trans Tech identified the most likely area where the previous auto crushing activities and subsequent release occurred. In order to confirm the 2010 lab results, Trans Tech is proposing to advance a total of four (4) soil borings to a depth of 18 inches below ground surface (bgs), sampling soil within two separate depth intervals (0 to 6 inches bgs and 12 to 18 inches bgs). Each soil sample will be analyzed for TPH and BTEX.

VALERIE L. QUINTO, CHAIR | MATTHEW ST. JOHN, EXECUTIVE OFFICER

5550 Skylane Blvd., Suite A, Santa Rosa, CA 95403 | [www.waterboards.ca.gov/northcoast](http://www.waterboards.ca.gov/northcoast)

The Regional Water Board concurs with the proposed scope of work. Please notify me one week prior to starting the field work. A report, detailing field activities, information supporting the investigation location, and discussion of laboratory results is due to this office by March 9, 2021.

Please contact me at [Kent.Huth@waterboards.ca.gov](mailto:Kent.Huth@waterboards.ca.gov) or (707) 576-2669 if you have any questions.

Sincerely,

Kent Huth  
Engineering Geologist

201211\_KKH\_mc\_Sprague Property Workplan Approval letter

cc: Mr. Bill Wiggins, Trans Tech Consultants, [bwiggins@transtechconsultants.com](mailto:bwiggins@transtechconsultants.com)  
Mr. Jim Ronco, Jim Ronco Consulting, [jim@jimroncoconsulting.com](mailto:jim@jimroncoconsulting.com)  
Mr. Mark Cliser, Mendocino County Planning & Building Services,  
[cliserm@mendocinocounty.org](mailto:cliserm@mendocinocounty.org)

## Interoffice Communication

Date: February 8, 2021

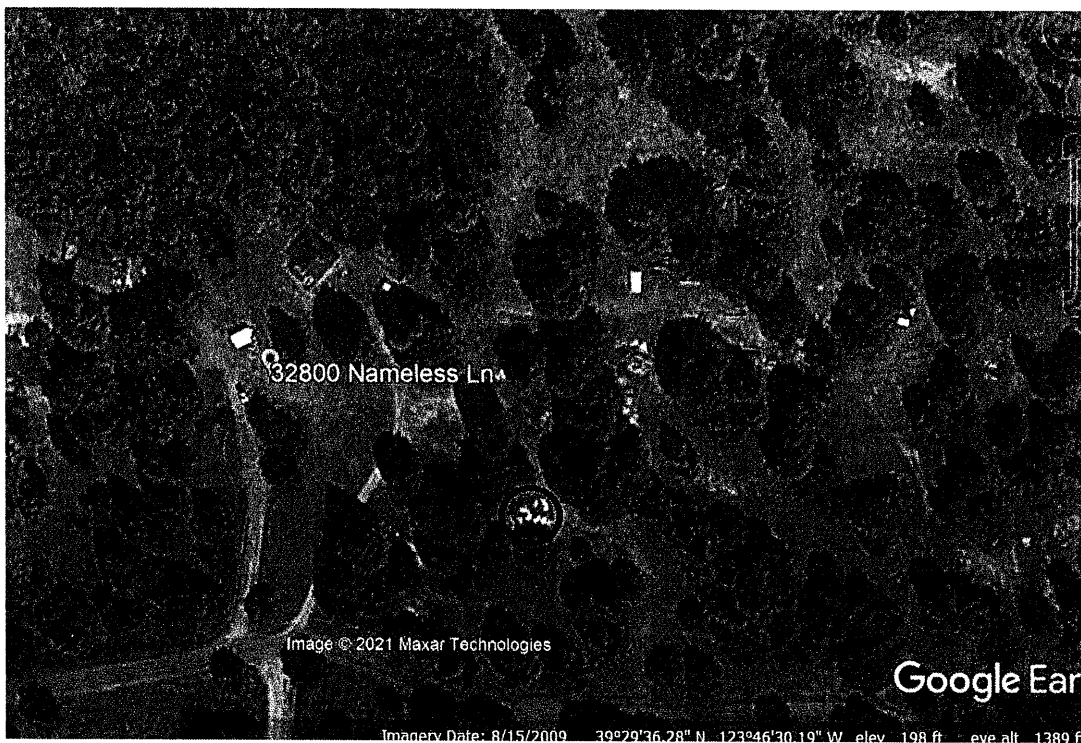
To: Heidi Bauer/File

From: Kent Huth

Subject: Site Investigation – February 4, 2021

File: Sprague Property, 32800 Nameless Lane, Fort Bragg; Case No. 1NMC613

On February 4, 2021, I observed soil sampling at the Sprague Property. This work was being done as part of the Supplemental Investigation proposed in Trans Tech's November 5, 2020 Work Plan to confirm the soil conditions in the area of junk piles and vehicular debris observed and sampled by Chris Brown of Mendocino Air Quality Management District in 2010. I met with Travis Swithenbank (RP) and Brian Hasik (Trans Tech Consultants) onsite. The sampling locations had been revised as shown below and were confirmed by Mr. Brown to be the area previously sampled in 2010.



2009 aerial photo showing previous junk piles and vehicular debris and area of 2010 soil sample.

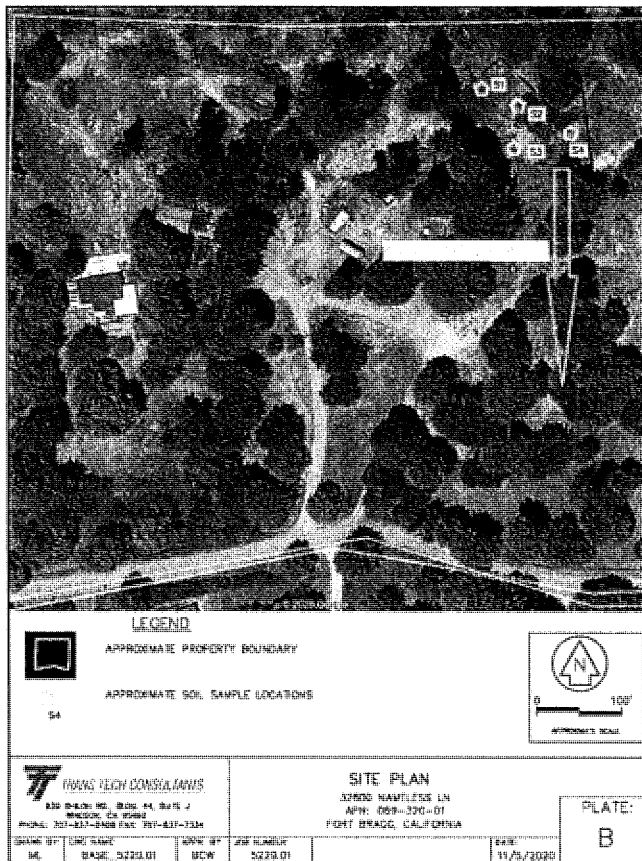
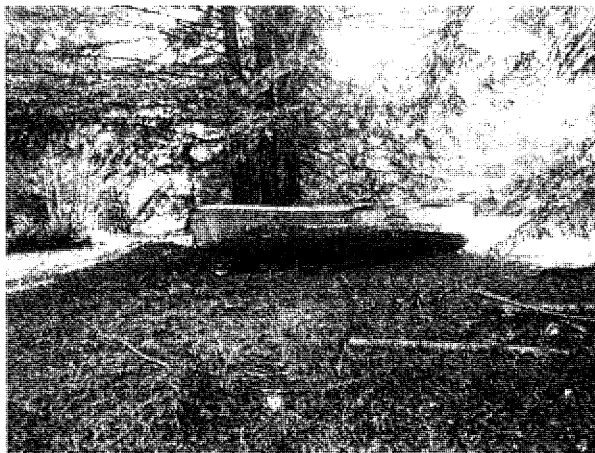


Figure showing change in sample locations during Site investigation

Disturbed soil, glass, and additional vehicle debris was observed in the updated sampling area, which was located adjacent to an abandoned boat.



View of boat from south.



View of disturbed soil (boat out of frame to left)



Stakes marking the four sampling locations



Example of vehicle debris observed at area of investigation

During the Site visit, accompanied by Mr. Swithenbank, I also walked the Site, in addition to the adjacent parcel at 32700 Nameless Lane, since there had been environmental concerns raised by community members on that site. Several woodpiles were observed but I did not observe any evidence of disturbed soil, debris, or evidence of fuel contamination during the Site walk.



Area of neighborhood concern (32700 Nameless Ln)



Woodpiles on north side of Site



**From:** [Christopher Brown](#)  
**To:** [Bauer, Heidi M.@Waterboards](#)  
**Cc:** [Huth, Kent K.@Waterboards](#)  
**Subject:** RE: Travis Swithenbank - 32800 Nameless Lane, Fort Bragg  
**Date:** Wednesday, February 10, 2021 12:26:21 PM  
**Attachments:** [image001.png](#)

EXTERNAL:

Yes that looks right.

Christopher D. Brown AICP  
Air Pollution Control Officer  
Feather River Air Quality Management District  
541 Washington Ave.  
Yuba City Ca. 95991  
(530) 634-7659 (Office)  
fraqmd.org  
Working remotely due to COVID (530) 324-6961

**From:** Bauer, Heidi M.@Waterboards <Heidi.M.Bauer@Waterboards.ca.gov>  
**Sent:** Wednesday, February 10, 2021 11:30 AM  
**To:** Christopher Brown <apco@fraqmd.org>  
**Cc:** Huth, Kent K.@Waterboards <Kent.Huth@Waterboards.ca.gov>  
**Subject:** RE: Travis Swithenbank - 32800 Nameless Lane, Fort Bragg

Thanks Chris, the below screen shot is from 2009 – and the highlighted area I believe shows the junk pile – can you confirm that this is the general area where you took the sample from?

Thank you!



**From:** Christopher Brown <[apco@fragmd.org](mailto:apco@fragmd.org)>  
**Sent:** Wednesday, February 10, 2021 11:21 AM  
**To:** Bauer, Heidi [M.@Waterboards](mailto:M.@Waterboards) <[Heidi.M.Bauer@Waterboards.ca.gov](mailto:Heidi.M.Bauer@Waterboards.ca.gov)>  
**Cc:** Huth, Kent [K.@Waterboards](mailto:K.@Waterboards) <[Kent.Huth@Waterboards.ca.gov](mailto:Kent.Huth@Waterboards.ca.gov)>; William Nalty <[naltyw@mendocinocounty.org](mailto:naltyw@mendocinocounty.org)>  
**Subject:** Re: Travis Swithenbank - 32800 Nameless Lane, Fort Bragg

EXTERNAL:

The junk piles were in a different spot than the burn piles. I took the sample near the junk piles.

Sent from my iPhone

On Feb 9, 2021, at 1:22 PM, Bauer, Heidi [M.@Waterboards](mailto:M.@Waterboards) <[Heidi.M.Bauer@waterboards.ca.gov](mailto:Heidi.M.Bauer@waterboards.ca.gov)> wrote:

Hi again Chris and Will, here are some more photos from MCAQMD. We really just need to know if you collected that soil sample near the junk piles/boat area. From there we can determine if that is the correct area to re-sample.

Thanks so much!

Heidi

**From:** Mendocino County Air Quality Mgmt District <[mcaqmd@mendocinocounty.org](mailto:mcaqmd@mendocinocounty.org)>  
**Sent:** Tuesday, February 9, 2021 11:44 AM  
**To:** Bauer, Heidi [M.@Waterboards](mailto:M.@Waterboards) <[Heidi.M.Bauer@Waterboards.ca.gov](mailto:Heidi.M.Bauer@Waterboards.ca.gov)>

**Cc:** William Nalty <[naltyw@mendocinocounty.org](mailto:naltyw@mendocinocounty.org)>

**Subject:** Re: Travis Swithenbank - 32800 Nameless Lane, Fort Bragg

EXTERNAL:

Hi Heidi,

Please find attached in this email the District's investigation report along some of the pictures used for the enforcement. In your email, you already included the complaint report and the soil sample results. I apologize for not being able to help you with the sample location, but please let me know if there is anything else you might need.

Please feel free to reach out if you have any other questions or need docs.

Hope all is well,

Phil Chou  
Mendocino County AQMD

>>> "Bauer, Heidi [M.@Waterboards](mailto:M.@Waterboards)" <[Heidi.M.Bauer@Waterboards.ca.gov](mailto:Heidi.M.Bauer@Waterboards.ca.gov)> 2/8/2021 3:58 PM  
>>>

Good afternoon, we are in need in locating information on sampling that was done by your agency in 2010 associated with the referenced address. Apparently Chris Brown and/or Pilar Hurtado collected a soil sample in response to a complaint (see below) on this property. It was then referred to us, but we do not have any information on where the sample was collected from on the property. Perhaps you may have this information in a file on this property or I can talk to Chris or Pilar about this? This information is very important as we are trying to determine the most appropriate place to collect additional samples on this parcel and you seem to be the only ones that may have this information. Attached is a lab report showing that the sample was collected by Chris Brown at AQMD. Thanks so much for any help you can give me.

<IMAGE.png>

Best,

Heidi  
Heidi M. Bauer, P.G.  
Senior Engineering Geologist  
Site Cleanups Unit Supervisor  
North Coast Regional Water Quality Control Board  
5550 Skylane Blvd. Suite A  
Santa Rosa, CA. 95403  
[heidi.m.bauer@waterboards.ca.gov](mailto:heidi.m.bauer@waterboards.ca.gov)  
Office: (707) 570-3769

<IMAGE.jpeg>

<NOV 10-57 - Inspection Report.pdf>

<NOV 10-57 - Inspection Photos.pdf>

CONFIRMAT	GLOBAL_ID	LOCID	CHEMICAL_N	LOGDATE	LOGTIME	ANADATE	MATRIX	SAMPID	QCCODE	ANVCODE	PARVQ	PARVAL	UNITS	REPD	LABDL	RLNOTE
6298043012	T10000002710		Xylene, Isomers m & p	2/6/21 0:00	SQ	2/6/21 0:00	SQ		LB1	SW8021F	ND		0 MG/KG		0.01	0.0026
6298043012	T10000002710		o-Xylene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		LB1	SW8021F	ND		0 MG/KG		0.005	0.00091
6298043012	T10000002710		C9	2/6/21 0:00	SQ	2/6/21 0:00	SQ		LB1	SW8015B	SU		85 PERCENT			
6298043012	T10000002710		Diesel Range Organics (C10-C23)	2/6/21 0:00	SQ	2/6/21 0:00	SQ		LB1	SW8015B	ND		0 MG/KG		1	0.75
6298043012	T10000002710		Total Petroleum Hydrocarbons (TPH) (C 2/6/21 0:00	SQ	2/6/21 0:00	SQ	2/6/21 0:00	SQ	LB1	SW8015B	ND		0 MG/KG		5	3.9
6298043012	T10000002710		Diesel Range Organics (C10-C23)	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8015B	=		28.3 MG/KG		1	0.75
6298043012	T100000027. S1-0-6		Benzene	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		0.005	0.0019
6298043012	T100000027. S1-0-6		Toluene	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		0.005	0.0024
6298043012	T100000027. S1-0-6		Ethylbenzene	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		0.005	0.0017
6298043012	T100000027. S1-0-6		Gasoline Rar	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		1	0.61
6298043012	T100000027. S1-0-6		McC Campbell	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	SU		89 PERCENT			
6298043012	T100000027. S1-0-6		Methyl-tert-i	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		0.05	0.0034
6298043012	T100000027. S1-0-6		Xylenes	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		0.005	0.005
6298043012	T100000027. S1-0-6		Xylene, Isom	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		0.01	0.0026
6298043012	T100000027. S1-0-6		o-Xylene	2/4/21 0:00	958	2/8/21 0:00	SO	S1-0-6	CS	SW8021F	ND		0 MG/KG		0.005	0.00091
6298043012	T100000027. S1-0-6		C9	2/4/21 0:00	958	#####	SO	S1-0-6	CS	SW8015B	SU		78 PERCENT			
6298043012	T100000027. S1-0-6		Diesel Range	2/4/21 0:00	958	#####	SO	S1-0-6	CS	SW8015B	ND		0 MG/KG		1	0.75
6298043012	T100000027. S1-0-6		Total Petrole	2/4/21 0:00	958	#####	SO	S1-0-6	CS	SW8015B	ND		0 MG/KG		5	3.9
6298043012	T100000027. S1-12-18		Benzene	2/4/21 0:00	1003	2/8/21 0:00	SO	S1-12-18	CS	SW8021F	ND		0 MG/KG		0.0044	0.0017
6298043012	T100000027. S1-12-18		Toluene	2/4/21 0:00	1003	2/8/21 0:00	SO	S1-12-18	CS	SW8021F	ND		0 MG/KG		0.0044	0.0021
6298043012	T100000027. S1-12-18		Ethylbenzene	2/4/21 0:00	1003	2/8/21 0:00	SO	S1-12-18	CS	SW8021F	ND		0 MG/KG		0.0044	0.0015
6298043012	T100000027. S1-12-18		Gasoline Rar	2/4/21 0:00	1003	2/8/21 0:00	SO	S1-12-18	CS	SW8021F	ND		0 MG/KG		0.88	0.53
6298043012	T100000027. S1-12-18		Methyl-tert-i	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND		0 MG/KG		0.044	0.003
6298043012	T100000027. S2-0-6		Xylenes	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND		0 MG/KG		0.0044	0.0044
6298043012	T100000027. S2-0-6		Xylene, Isom	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND		0 MG/KG		0.0088	0.0023
6298043012	T100000027. S2-0-6		o-Xylene	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND		0 MG/KG		0.0044	0.0008
6298043012	T100000027. S2-0-6		C9	2/4/21 0:00	1018	2/9/21 0:00	SO	S2-0-6	CS	SW8015B	SU		97 PERCENT			
6298043012	T100000027. S2-0-6		Diesel Range	2/4/21 0:00	1018	2/9/21 0:00	SO	S2-0-6	CS	SW8015B	=		2.4 MG/KG		1	0.75
6298043012	T100000027. S2-0-6		Total Petrole	2/4/21 0:00	1018	2/9/21 0:00	SO	S2-0-6	CS	SW8015B	=		9.4 MG/KG		5	3.9
6298043012	T100000027. S2-12-18		Benzene	2/4/21 0:00	1026	2/8/21 0:00	SO	S2-12-18	CS	SW8021F	ND		0 MG/KG		0.0052	0.002
6298043012	T100000027. S2-12-18		Toluene	2/4/21 0:00	1026	2/8/21 0:00	SO	S2-12-18	CS	SW8021F	ND		0 MG/KG		0.0052	0.0025
6298043012	T100000027. S2-12-18		Ethylbenzene	2/4/21 0:00	1026	2/8/21 0:00	SO	S2-12-18	CS	SW8021F	ND		0 MG/KG		0.0052	0.0018
6298043012	T100000027. S2-12-18		Gasoline Rar	2/4/21 0:00	1026	2/8/21 0:00	SO	S2-12-18	CS	SW8021F	ND		0 MG/KG		1	0.63
6298043012	T10000002710		C9	#####	SO	#####	SO		MS1	SW8015B	SU		93 PERCENT			
6298043012	T10000002710		Diesel Range Organics (C10-C23)	#####	SO	#####	SO		MS1	SW8015B	=		35.6 MG/KG		1	0.75
6298043012	T10000002710		C9	#####	SO	#####	SO		SD1	SW8015B	SU		93 PERCENT			
6298043012	T10000002710		Diesel Range Organics (C10-C23)	#####	SO	#####	SO		SD1	SW8015B	=		35.5 MG/KG		1	0.75
6298043012	T10000002710		C9	2/9/21 0:00	SQ	2/9/21 0:00	SQ		BS1	SW8015B	SU		81 PERCENT			
6298043012	T10000002710		Diesel Range Organics (C10-C23)	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8015B	=		37.4 MG/KG		1	0.75
6298043012	T10000002710		Benzene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8021F	=		0.0976 MG/KG		0.005	0.0019
6298043012	T10000002710		Toluene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8021F	=		0.102 MG/KG		0.005	0.0024
6298043012	T10000002710		Ethylbenzene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8021F	=		0.108 MG/KG		0.005	0.0017
6298043012	T10000002710		McC Campbell's proprietary surrogate #2	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8021F	SU		98 PERCENT			
6298043012	T10000002710		Methyl-tert-butyl ether (MTBE)	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8021F	=		0.0738 MG/KG		0.05	0.0034
6298043012	T10000002710		Xylene, Isomers m & p	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8021F	=		0.226 MG/KG		0.01	0.0026
6298043012	T10000002710		o-Xylene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8021F	=		0.107 MG/KG		0.005	0.00091
6298043012	T10000002710		C9	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BS1	SW8015B	SU		86 PERCENT			
6298043012	T10000002710		Diesel Range Organics (C10-C23)	2/9/21 0:00	SQ	2/9/21 0:00	SQ		BD1	SW8015B	SU		78 PERCENT			
6298043012	T10000002710		Benzene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BD1	SW8015B	=		33.6 MG/KG		1	0.75
6298043012	T10000002710		Toluene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BD1	SW8021F	=		0.101 MG/KG		0.005	0.0019
6298043012	T10000002710		Ethylbenzene	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BD1	SW8021F	=		0.105 MG/KG		0.005	0.0024
6298043012	T10000002710		McC Campbell's proprietary surrogate #2	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BD1	SW8021F	=		0.108 MG/KG		0.005	0.0017
6298043012	T10000002710		C9	2/6/21 0:00	SQ	2/6/21 0:00	SQ		BD1	SW8021F	SU		98 PERCENT			

6298043012	T100000002710	Methyl-tert-butyl ether (MTBE)	2/6/21 0:00 SQ	BD1	SW8021F	=	0.079	MG/KG	0.05	0.0034
6298043012	T100000002710	Xylene, Isomers m & p	2/6/21 0:00 SQ	BD1	SW8021F	=	0.223	MG/KG	0.01	0.0026
6298043012	T100000002710	o-Xylene	2/6/21 0:00 SQ	BD1	SW8021F	=	0.104	MG/KG	0.005	0.00091
6298043012	T100000002710	C9	2/6/21 0:00 SQ	BD1	SW8015B	SU	89	PERCENT		
6298043012	T100000002710	Diesel Range Organics (C10-C23)	2/6/21 0:00 SQ	BD1	SW8015B	=	28	MG/KG	1	0.75
6298043012	T1000000027 S2-12-18	Total Petrole 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	5	3.9
6298043012	T1000000027 S3-0-6	Benzene 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0045	0.0017
6298043012	T1000000027 S3-0-6	Toluene 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0045	0.0022
6298043012	T1000000027 S3-0-6	Ethylbenzene 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0045	0.0015
6298043012	T1000000027 S3-0-6	Gasoline Rar 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.9	0.55
6298043012	T1000000027 S3-0-6	McC Campbell 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	SU	86	PERCENT		
6298043012	T1000000027 S3-0-6	Methyl-tert-1 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.045	0.0031
6298043012	T1000000027 S3-0-6	Xylenes 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0045	0.0045
6298043012	T1000000027 S3-0-6	Xylene, Isom 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.009	0.0023
6298043012	T1000000027 S3-0-6	o-Xylene 2/4/21 0:00	1029 2/9/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0045	0.00082
6298043012	T1000000027 S3-0-6	C9 2/4/21 0:00	1029 2/8/21 0:00 SO	C5	SW8015B	SU	102	PERCENT		
6298043012	T1000000027 S3-0-6	Diesel Range 2/4/21 0:00	1029 2/8/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	1	0.75
6298043012	T1000000027 S3-0-6	Total Petrole 2/4/21 0:00	1029 2/8/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	5	3.9
6298043012	T1000000027 S3-12-18	Benzene 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.0043	0.0016
6298043012	T1000000027 S3-12-18	Toluene 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.0043	0.0021
6298043012	T1000000027 S3-12-18	Ethylbenzene 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.0043	0.0015
6298043012	T1000000027 S3-12-18	Gasoline Rar 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.86	0.52
6298043012	T1000000027 S3-12-18	McC Campbell 2/4/21 0:00	1038 #####	C5	SW8021F	SU	85	PERCENT		
6298043012	T1000000027 S3-12-18	Methyl-tert-1 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.043	0.0029
6298043012	T1000000027 S3-12-18	Xylenes 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.0043	0.0043
6298043012	T1000000027 S3-12-18	Xylene, Isom 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.0086	0.0022
6298043012	T1000000027 S3-12-18	o-Xylene 2/4/21 0:00	1038 #####	C5	SW8021F	ND	0	MG/KG	0.0043	0.00078
6298043012	T1000000027 S3-12-18	C9 2/4/21 0:00	1038 2/8/21 0:00 SO	C5	SW8015B	SU	102	PERCENT		
6298043012	T1000000027 S3-12-18	Diesel Range 2/4/21 0:00	1038 2/8/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	1	0.75
6298043012	T1000000027 S3-12-18	Total Petrole 2/4/21 0:00	1038 2/8/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	5	3.9
6298043012	T1000000027 S4-0-6	Benzene 2/4/21 0:00	1044 #####	C5	SW8021F	ND	0	MG/KG	0.0045	0.0017
6298043012	T100000002710	C9	2/9/21 0:00 SQ	LB1	SW8015B	SU	77	PERCENT		
6298043012	T100000002710	Diesel Range Organics (C10-C23)	2/9/21 0:00 SQ	LB1	SW8015B	ND	0	MG/KG	1	0.75
6298043012	T100000002710	Total Petroleum Hydrocarbons (TPH) (C 2/9/21 0:00 SQ	1026 2/8/21 0:00 SO	C5	SW8021F	SU	93	PERCENT		
6298043012	T100000002710	Benzene	2/6/21 0:00 SQ	LB1	SW8021F	ND	0	MG/KG	0.005	0.0019
6298043012	T100000002710	Toluene	2/6/21 0:00 SQ	LB1	SW8021F	ND	0	MG/KG	0.005	0.0024
6298043012	T100000002710	Ethylbenzene	2/6/21 0:00 SQ	LB1	SW8021F	ND	0	MG/KG	0.005	0.0017
6298043012	T100000002710	McC Campbell's proprietary surrogate #2	2/6/21 0:00 SQ	LB1	SW8021F	SU	91	PERCENT		
6298043012	T100000002710	Methyl-tert-butyl ether (MTBE)	2/6/21 0:00 SQ	LB1	SW8021F	ND	0	MG/KG	0.05	0.0034
6298043012	T1000000027 S2-12-18	McC Campbell 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8021F	SU	93	PERCENT		
6298043012	T1000000027 S2-12-18	Methyl-tert-1 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.052	0.0035
6298043012	T1000000027 S2-12-18	Xylenes 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0052	0.0052
6298043012	T1000000027 S2-12-18	Xylene, Isom 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.01	0.0027
6298043012	T1000000027 S2-12-18	o-Xylene 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0052	0.00094
6298043012	T1000000027 S2-12-18	C9 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8015B	SU	102	PERCENT		
6298043012	T1000000027 S2-12-18	Diesel Range 2/4/21 0:00	1026 2/8/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	1	0.75
6298043012	T1000000027 S1-12-18	McC Campbell 2/4/21 0:00	1003 2/8/21 0:00 SO	C5	SW8021F	SU	84	PERCENT		
6298043012	T1000000027 S1-12-18	Methyl-tert-1 2/4/21 0:00	1003 2/8/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.044	0.003
6298043012	T1000000027 S1-12-18	Xylenes 2/4/21 0:00	1003 2/8/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0044	0.0044
6298043012	T1000000027 S1-12-18	Xylene, Isom 2/4/21 0:00	1003 2/8/21 0:00 SO	C5	SW8021F	ND	0	MG/KG	0.0088	0.0023
6298043012	T1000000027 S1-12-18	o-Xylene 2/4/21 0:00	1003 2/9/21 0:00 SO	C5	SW8015B	SU	97	PERCENT		
6298043012	T1000000027 S1-12-18	C9 2/4/21 0:00	1003 2/9/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	1	0.75
6298043012	T1000000027 S1-12-18	Diesel Range 2/4/21 0:00	1003 2/9/21 0:00 SO	C5	SW8015B	ND	0	MG/KG	5	3.9
6298043012	T1000000027 S1-12-18	Total Petrole 2/4/21 0:00	1003 2/9/21 0:00 SO	C5	SW8015B	ND	0	MG/KG		

6298043012	T100000027: S2-0-6	Benzene	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND	0 MG/KG	0.0044	0.0017
6298043012	T100000027: S2-0-6	Toluene	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND	0 MG/KG	0.0044	0.0021
6298043012	T100000027: S2-0-6	Ethylbenzene	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND	0 MG/KG	0.0044	0.0015
6298043012	T100000027: S2-0-6	Gasoline Rar	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	ND	0 MG/KG	0.88	0.54
6298043012	T100000027: S2-0-6	McCampbell	2/4/21 0:00	1018	2/8/21 0:00	SO	S2-0-6	CS	SW8021F	SU	81 PERCENT		
6298043012	T100000027: S4-0-6	Toluene	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	ND	0 MG/KG	0.0045	0.0022
6298043012	T100000027: S4-0-6	Ethylbenzene	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	ND	0 MG/KG	0.0045	0.0015
6298043012	T100000027: S4-0-6	Gasoline Rar	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	ND	0 MG/KG	0.9	0.55
6298043012	T100000027: S4-0-6	McCampbell	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	SU	87 PERCENT		
6298043012	T100000027: S4-0-6	Methyl-tert-l	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	ND	0 MG/KG	0.045	0.0031
6298043012	T100000027: S4-0-6	Xylenes	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	ND	0 MG/KG	0.0045	0.0045
6298043012	T100000027: S4-0-6	Xylene, Isom	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	ND	0 MG/KG	0.009	0.0024
6298043012	T100000027: S4-0-6	o-Xylene	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8021F	ND	0 MG/KG	0.0045	0.00082
6298043012	T100000027: S4-0-6	C9	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8015B	SU	96 PERCENT		
6298043012	T100000027: S4-0-6	Diesel Range	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8015B	=	3.9 MG/KG	1	0.75
6298043012	T100000027: S4-0-6	Total Petrole	2/4/21 0:00	1044	#####	SO	S4-0-6	CS	SW8015B	=	66 MG/KG	5	3.9
6298043012	T100000027: S4-12-18	Benzene	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.0044	0.0017
6298043012	T100000027: S4-12-18	Toluene	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.0044	0.0021
6298043012	T100000027: S4-12-18	Ethylbenzene	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.0044	0.0015
6298043012	T100000027: S4-12-18	Gasoline Rar	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.88	0.54
6298043012	T100000027: S4-12-18	McCampbell	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	SU	83 PERCENT		
6298043012	T100000027: S4-12-18	Methyl-tert-l	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.044	0.003
6298043012	T100000027: S4-12-18	Xylenes	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.0044	0.0044
6298043012	T100000027: S4-12-18	Xylene, Isom	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.0088	0.0023
6298043012	T100000027: S4-12-18	o-Xylene	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8021F	ND	0 MG/KG	0.0044	0.0008
6298043012	T100000027: S4-12-18	C9	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8015B	SU	93 PERCENT		
6298043012	T100000027: S4-12-18	Diesel Range	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8015B	ND	0 MG/KG	1	0.75
6298043012	T100000027: S4-12-18	Total Petrole	2/4/21 0:00	1053	#####	SO	S4-12-18	CS	SW8015B	ND	0 MG/KG	5	3.9

# EXHIBIT H



BRIEF COMMUNICATION

# Soil contamination with silver nanoparticles reduces Bishop pine growth and ectomycorrhizal diversity on pine roots

M. J. Sweet · I. Singleton

Received: 18 October 2014 / Accepted: 5 November 2015 / Published online: 21 November 2015  
© The Author(s) 2015. This article is published with open access at Springerlink.com

**Abstract** Soil contamination by silver nanoparticles (AgNP) is of potential environmental concern but little work has been carried out on the effect of such contamination on ectomycorrhizal fungi (EMF). EMF are essential to forest ecosystem functions as they are known to enhance growth of trees by nutrient transfer. In this study, soil was experimentally contaminated with AgNP (0, 350 and 790 mg Ag/kg) and planted with Bishop pine seedlings. The effect of AgNP was subsequently measured, assessing variation in pine growth and ectomycorrhizal diversity associated with the root system. After only 1 month, the highest AgNP

level had significantly reduced the root length of pine seedlings, which in turn had a small effect on above ground plant biomass. However, after 4 months growth, both AgNP levels utilised had significantly reduced both pine root and shoot biomass. For example, even the lower levels of AgNP (350 mg Ag/kg) soil, reduced fresh root biomass by approximately 57 %. The root systems of the plants grown in AgNP-contaminated soils lacked the lateral and fine root development seen in the control plants (no AgNP). Although, only five different genera of EMF were found on roots of the control plants, only one genus *Laccaria* was found on roots of plants grown in soil containing 350 mg AgNP/kg. At the higher levels of AgNP contamination, no EMF were observed. Furthermore, extractable silver was found in soils containing AgNP, indicating potential dissolution of silver ions (Ag<sup>+</sup>) from the solid AgNP.

**Electronic supplementary material** The online version of this article (doi:10.1007/s11051-015-3246-4) contains supplementary material, which is available to authorised users.

M. J. Sweet (✉)  
Environmental Sustainability Research Centre, College of  
Life and Natural Sciences, University of Derby, Kedleston  
Road, Derby DE22 1GB, UK  
e-mail: m.sweet@derby.ac.uk

I. Singleton  
School of Biology, Newcastle University, Ridley  
Building, Newcastle upon Tyne NE1 7RU, UK

I. Singleton  
School of Life, Sport and Social Sciences, Edinburgh  
Napier University, Sighthill campus Sighthill Court,  
Edinburgh EH11 4BN, UK

**Keywords** AgNP · Fungi · Pine · Nanoparticle · Environmental effects

## Introduction

Nanoparticles are increasingly being used in a wide variety of commercial applications, and this widespread use means that they will inevitably become common environmental contaminants. This contamination can occur either, indirectly, by entering waste

streams for example, or directly, in the case of agricultural applications (Zhang et al. 2012). Silver nanoparticles (AgNP) in particular are used extensively due to their antimicrobial properties (Maramba-Jones and Hoek 2010; Mathew and Kuriakose 2013), and AgNPs are currently utilised commercially in such instances as textiles, disinfectants, chopping boards, washing machines and even for organ transplantation (Sweet and Singleton 2011). Recent work has shown that AgNP-treated commercial clothing (e.g. socks and t-shirts) can release a significant amount of AgNP into the environment via the water from washing machines (up to 650 mg/500 mL water). This provides a pathway whereby AgNP can reach the external environment, via waste-water treatment plants and ultimately entry into sewage sludge/biosolids (Benn and Westerhoff 2008). Other authors have also highlighted the potential for nanoparticles to enter the environment from different consumer products (Benn et al. 2010; Farkas et al. 2011). Biosolids are often used in commercial forestry and can be used to enhance seedling establishment (Valdecantos and Cortina 2011). This direct use of contaminated biosolids means that young trees (such as young pine) and their associated microbes could be directly exposed to nanoparticles. Trees, such as pine, benefit from fungal associations with their roots (Sousa et al. 2012), and these ectomycorrhizal fungi are proposed to aid tree growth by various potential mechanisms including improved nutrient uptake and stress tolerance (Finlay 2008; Gordon and Gehring 2011). Soil contamination with AgNP has been shown to affect specific microbes; however, much of the work has been focused on effects on bacteria, such as species from the genus *Bradyrhizobium* (Kumar et al. 2011). As far as the authors are aware, no work has been carried out on the effect of AgNP contamination on beneficial ectomycorrhizal fungal colonisation of tree roots despite the known antifungal effects of AgNP (George et al. 2011; Jo et al. 2009; Min et al. 2009). In addition, it is possible that growth of the trees themselves could be directly affected by the presence of AgNP as plants are known to be sensitive to nanoparticles (Yin et al. 2012). Therefore, this study aimed to determine the effect of AgNP contamination of soil on: (a) pine tree growth rates (shoot and root growth) and (b) ectomycorrhizal fungal colonisation of the pine tree roots.

## Experimental

### Soil preparation

Soil (the top 10 cm below the easily removed litter layer) was collected from a forested area of Point Reyes National Seashore (PRNS), California, USA, see (Branco et al. 2013) for site details. GPS location: N38 05.087 W122 52.253. After the removal of stones and larger material, the soil was air dried for 48 h prior to being sieved to 2 mm in the laboratory. Sterile sand (autoclaved for 30 min on three successive days) was added to the soil to 30 % v/v to improve aeration during the experiment. AgNP (20 nm diameter, 99.8 % purity, obtained from US Research Nanomaterials Inc, Texas 77084, USA) were added to a smaller portion of the soil (~100 g) and mixed thoroughly (for 10 min using a metal spatula) to obtain a homogenous dispersion of AgNP. This 100 g of soil was then thoroughly mixed into larger soil volume in 'zip-loc' bags to obtain final AgNP levels of 350 and 790 mg Ag/kg (see below). These AgNP levels were chosen as they were similar to those used in previous work (Kumar et al. 2011) and represent a high level of AgNP contamination. Non-contaminated control soil was also prepared in the same way but without the addition of AgNP. The soil:sand mix (65 ml volume) was then added to individual 'cone-tainers' (Steuwe and Sons, Corvallis, USA) and covered with a 1 cm depth of sterile sand. Altogether 14 replicates of each treatment (0, 350 and 790 mg Ag/kg) were prepared.

### Soil analysis

Dried soil (40 °C) was analysed by the UC Davis College of Agricultural and Environmental Sciences Analytical Laboratory using standard methods (prior to experimental set-up). Soil texture pH, organic C,

**Table 1** Soil properties

Total organic carbon (%)	3.88
Total N (%)	0.31
Olsen-P (mg/kg)	15.50
pH	4.94
Sand (%)	58.00
Silt (%)	18.00
Clay (%)	24.00

**Table 2** Ectomycorrhizal genera found on roots from soils containing 0, 350 and 790 mg Ag/kg

Control	350 mg AgNP/kg	750 mg AgNP/kg
<i>Laccaria</i> (×3)	<i>Laccaria</i>	None found
<i>Thelephora</i>		
<i>Rhizopogon occidentalis</i> (×2)		
<i>Tomentella</i> (×2)		
<i>Tuber</i>		

**Table 3** Total and extractable Ag levels in contaminated soil samples

Total Ag in soil (mg/kg)	Extractable Ag in soil (mg/kg)
Control	<0.01 (below detection limit)
350	12.07 ± 0.85
790	15.44 ± 1.19

total N, total P (Olsen), total silver and extractable silver were determined and results reported in Tables 1, 2 and 3.

#### Analysis of total silver in soil

Soil samples were digested by nitric acid/hydrogen peroxide closed vessel microwave digestion and the total amount of silver in the digest analysed by ICP-AES (UC Davis standard method 590.02).

#### Extractable silver analysis of soil

The level of extractable silver in triplicate samples obtained from each treatment at the end of the plant growth period (4 months: see below) was determined by the method of Hou et al. (2005). Briefly 1 g soil was added to 10 ml of 1 M  $\text{NH}_4\text{NO}_3$  (pH 7) and shaken at 100 rpm in an orbital shaker for 4 h at 25 °C. The extract was collected by centrifugation at 3000 rpm×g for 10 min. Extracts were stored at −20 °C until analysis by ICP-AES using standard methods at UC Davis.

Preparation and growth of *Pinus muricata* D. Don (Bishop pine) seedlings

*Pinus muricata* cones were collected from different trees in PRNS and dried in the laboratory to allow collection of seeds. Wings were removed from seeds

and stored at 4 °C until required. To start germination, seeds were placed in 15 % (v/v)  $\text{H}_2\text{O}_2$  solution plus tween 80 (one drop per 500 ml) and stirred for 15 min. Seeds were then collected in a sieve, rinsed with deionised water and finally soaked in deionised water for 24 h prior to planting in soil. Three seeds were planted in each cone-tainer (prepared as described above) and distilled water added until saturated soil moisture conditions were achieved (maintained throughout the experiment). Cone-tainers were incubated at 20 °C in a growth chamber set at a constant light intensity of  $\sim 220 \mu\text{mol m}^{-2}\text{s}^{-1}$ .

#### Sampling of plants and soil

Seedlings were thinned to one per cone-tainer after a period of 1 month, and the thinned seedlings used for initial experimental observations of root length, root and shoot fresh weight. The remaining seedlings were grown for a further 4 months and destructively harvested for measurement of shoot and root fresh weight and ectomycorrhizal diversity on roots. Soil was also analysed for extractable silver levels after 4 months (see above).

#### Collection of ectomycorrhizal roots, DNA extraction and PCR

Root tips were collected from a random subsample (from five cone-tainers) of the different AgNP-treated pine seedlings. The aim of the experiment was to observe the total diversity of ECM present. So roots that displayed different ectomycorrhizal root morphology (such as variations in colour, diameter and tissue density (Comas et al. 2014) were preferentially collected. Most of the AgNP-treated plants showed no obvious visual ECM colonisation so ‘normal’ roots were collected in an attempt to discover if any ectomycorrhizal colonisation was present. Overall, a total of 10 root tip samples were collected from each

treatment and were subjected to immediate extraction using the REDExtract-N-Amp Tissue PCR Kit (Sigma-Aldrich, Saint Louis, MO, USA). Each root tip was added to 20  $\mu$ L of extraction buffer and incubated at 95 °C for 10 min. Then 20  $\mu$ L neutralisation buffer was immediately added and the extracts stored at –20 °C prior to PCR. PCR was carried under using standard conditions with the fungal specific primer pair ITS1f and ITS4 (Gardes and Bruns 1993; White et al. 1990). PCR products were cleaned using AmpURE magnetic beads following manufacturers recommendations. PCR products were sequenced in forward and reverse directions using an ABI3170 Genetic Analyser (Applied Biosystems, Foster City, CA, USA). Fungi were defined using a 97 % sequence similarity cut-off and named according to the nearest BLAST match.

#### Statistical analysis

All data were analysed by one-way ANOVA and differences between individual means were determined by post hoc least significance difference analysis using SPSS version 21.

## Results

No effect of AgNP contamination was observed on seedling germination and emergence (results not shown) and subsequently tree growth was analysed after 1 and 4 months. After 1 month, shoot fresh weight in the highest Ag level was slightly but significantly ( $p < 0.05$ ) reduced by approximately 15 % (Fig. 1A) compared to the non-contaminated control, while shoot fresh weight at the lower AgNP level was not significantly affected. The primary tap root produced by pine in the presence of higher AgNP levels was significantly shorter ( $p < 0.05$ ) than the primary roots produced in control and lower AgNP levels (Fig. 1B, supplementary Fig. 1) but had the same fresh weight value (data not shown) despite being shorter (supplementary Fig. 1). This appeared to be related to root thickness being increased at the higher AgNP level. After 4 months, both root and shoot growth were highly reduced in soils containing AgNP. For example, at 350 mg Ag/kg, shoot and root fresh weight was reduced by approximately 72 and 57 %, respectively (Fig. 1C, D).

#### Molecular-based identification of ECM

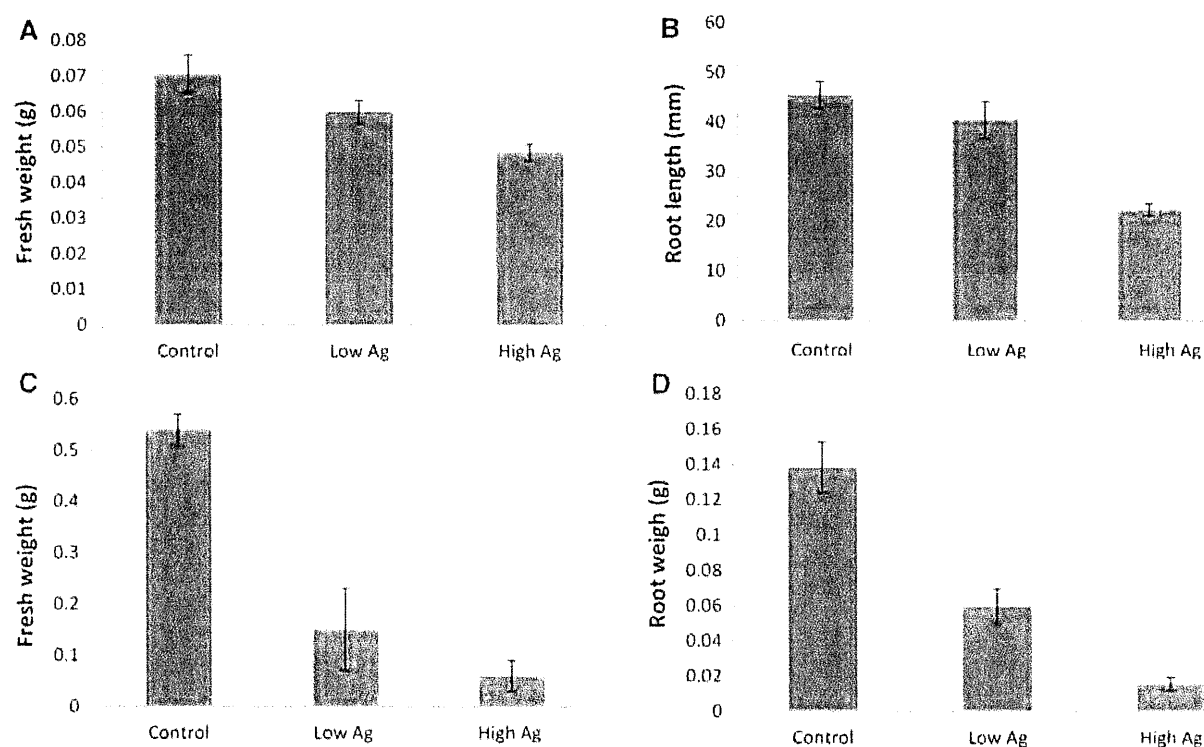
PCR products were obtained for all the control root tip DNA extracts (10/10) and nine of these gave successful DNA sequences. In contrast, only three out of the ten samples with 350 mg Ag/kg revealed positive PCR products and only one produced a successful DNA sequence. For the final set of samples (790 mg Ag/kg), no PCR products were obtained for any of the root tip DNA extracts. Despite this, a random selection ( $n = 3$ ) of these samples were still sequenced in case extremely low levels of PCR product were produced. Yet, no sequences were obtained for any of these samples.

Five ectomycorrhizal genera were found on roots of the control plants. Only one genus *Laccaria* was found on roots of pine grown in soil contaminated with 350 mg Ag/kg, and this was found on roots growing at the interface between the contaminated soil and sterile sand used to cover the soil surface. No ectomycorrhiza were found on roots in soil containing the highest AgNP level. Finally, we measured the levels of extractable silver in the soil samples. After 4 months, levels of extractable silver were determined to be approximately 3 % of the total silver present in the soil at 350 mg Ag/kg soil (Table 3). Extractable silver levels were found to increase in the soil containing more silver; however, this was not significant.

## Discussion

The predicted increase in nanoparticle levels in sewage sludge and the applications of resulting biosolids to land (Judy et al. 2011) means that the effect of nanoparticle contamination on plant: microbial interactions requires further study. This work focussed on the effect of AgNP on establishment of ectomycorrhiza on Bishop pine. As far as we are aware, this is the first study of the effects of AgNP on pine growth and their ectomycorrhizal associations.

AgNP have varying effects on plants depending on the plant species, growth conditions (e.g. growth in soil or different nutrient media) and the level and type of AgNP applied (e.g. surface modified or untreated) making result comparisons difficult. However, most studies have shown that AgNP exposure of plants has a deleterious effect on growth. In this study, we show that pine seedling germination was not reduced by



**Fig. 1** **A** Illustrates Bishop pine shoot fresh weight after one month of growth in soil containing different levels of AgNP. **B** The effect of AgNP soil contamination on Bishop pine root length after 1 month of growth. **C** The reduction in shoot fresh

weight caused by AgNP soil contamination after 4 months growth and **D** reduction in root fresh weight caused by AgNP after 4 months growth. Control related to 0 mg Ag/kg, low levels relate to 350 mg Ag/kg and high related to 790 mg Ag/kg

AgNP exposure while in contrast previous work has shown a variety of effects ranging from stimulation to a reduction in germination (Yin et al. 2012).

Here we show that root development in AgNP-exposed Bishop pine grown in soil was severely affected. Lateral root development was observed in controls (no AgNP) but lateral root formation in test treatments was reduced. In the highest AgNP level, only one vertical root was generally formed and only a few lateral roots were found in plants grown at the lower AgNP level (350 mg AgNP/kg), a result likely due to the roots being restricted to the soil surface layer (between the AgNP-contaminated soil and sterile sand added to the soil surface). Supporting these results, significant effects of AgNP on plant roots have been observed in previous studies on *Phaseolus radiatus* and *Sorghum bicolor* (Lee et al. 2012) and on wetland plants (Yin et al. 2012). Specifically, it has been suggested that AgNP exposure affects fundamental root growth processes such as gravitropism (Yin et al. 2011). It may be expected that the reduction in plant root growth caused by AgNP may lead to a

reduction in above ground biomass, due to decreased nutrient uptake. This study showed exactly that, with contaminated soils showing lower levels of biomass. However, it may be possible that this reduced growth may be due to Ag<sup>+</sup> or AgNP being taken up by the plant and translocated to the shoots, resulting in direct above ground toxicity effects. Indeed, plant uptake of gold nanoparticles has been observed in tobacco to the same effect (Judy et al. 2011).

The marked effect of AgNP exposure on plant roots (in particular less lateral roots formed) is the most likely explanation for the reduction in ectomycorrhizal diversity observed in this work. Ectomycorrhizal associations on roots from control soils were clearly visible and a variety of types were observed. However, no obvious ectomycorrhizal roots were seen in any of the AgNP-contaminated soils, and the few root tip samples available in silver exposed soils were taken in case any ectomycorrhizal root associations had formed but were not observable. The ectomycorrhizal species found in control soils were typical of those found previously in Point Reyes soils (Peay et al. 2010) and

BLAST searches came up with matches most similar to ectomycorrhiza previously found in Point Reyes soil samples. The development of an ectomycorrhizal association with a plant root is a complex process with the precolonisation stage involving interactions between the plant host and the fungus (Ditengou et al. 2000; Felten et al. 2009; Martin et al. 2001) and mycorrhiza helper bacteria (MHB) (Bending 2007; Cusano et al. 2011). It is possible that AgNP exposure of plant roots, the fungal partner and MHB could affect such interactions thereby reducing the potential for mycorrhizal formation. Following root colonisation, it has been demonstrated that both fungal and plant gene and protein production alters in response to infection (Heller et al. 2008; Tarkka et al. 2001). Therefore, even if a fungus was able to initiate infection then the silver contamination may alter gene expression in both partners resulting in a reduction in speed or extent of colonisation.

Previous work examining the toxicity of silver and AgNP towards fungi has shown that AgNP levels below 10 ppm in agar can reduce fungal colony formation from conidia (Jo et al. 2009). Interestingly, the soil extraction technique used in this study indicated that a significant proportion of silver was available (12 mg Ag/L soil solution) and could therefore affect fungal growth assuming that the Ag present was in a form bioavailable to fungi. The toxic effect of silver on fungal conidial germination and growth would serve to reduce ectomycorrhizal root formation as fungal colonisation of roots from new seedlings would mainly be established via fungal spores from the existing soil spore bank or hyphal growth from an established symbiosis.

It is thought that the toxicity of AgNP is related to release of soluble Ag<sup>+</sup> from the particle (Sweet and Singleton 2011) although there is evidence indicating that AgNP themselves can be taken up by cells (not observed yet with fungi) and release Ag<sup>+</sup> intracellularly (Park et al. 2010). Fungal interaction with insoluble particles has been demonstrated previously (Singleton et al. 1990), so it is possible that AgNP could attach to fungal cell surfaces (spores and/or hyphae) and thereby deliver a concentrated pulse of Ag<sup>+</sup> causing cell wall damage, preventing spore germination and/or reducing hyphal growth.

The extractability and toxicity of AgNP in soil is known to be dependent on a variety of soil factors (Calder et al. 2012; Coutris et al. 2012) and the

availability of Ag from AgNP has recently been shown to increase with time using sequential extraction techniques (Coutris et al. 2012). Interestingly, both humic acids and microbes have been shown to cause AgNP formation from Ag<sup>+</sup> (Akaighe et al. 2011; Sweet and Singleton 2011) which would theoretically reduce Ag bioavailability. Together, this presents a complex picture of AgNP behaviour in soil meaning that different soils will demonstrate different levels of Ag bioavailability and toxicity. It is also likely that plants and fungi will demonstrate differential access to the bioavailable fraction of Ag due to their varying abilities to take up Ag when complexed with soil derived compounds.

## Conclusions

Overall, AgNP contamination of soil resulted in a marked effect on Bishop pine root and shoot biomass and a reduction in ectomycorrhizal fungal species found in symbiosis with plant roots. It is likely that a combination of Ag derived toxicity effects on plant roots and fungal symbionts reduced the diversity of ectomycorrhizal fungi found. The levels of AgNP used in this work were relatively high, and it is recommended that future work be carried out with a range of AgNP levels. We propose that lower levels of AgNP could still affect ectomycorrhizal symbiosis due to the subtle interactions occurring between the plant host, fungal symbiont, and MHB on a gene expression level. Due to the complex behaviour of AgNP in soils, it is likely that the AgNP effects observed here will vary widely in soils of different characteristics and a range of soils should be examined. Finally, any future research must take into account the type of AgNP used (unmodified AgNPs were used in this work) as chemical modification of NP is common and such changes to AgNP are known to affect their behaviour in soil (Coutris et al. 2012).

**Acknowledgments** This work was supported by the award of an EC FP7 Marie Curie International Outgoing Fellowship to IS. The authors would like to thank Sydney Glassman for providing Bishop pine seeds, Toms Bruns for useful discussions, Sara Branco for help with examining plant roots and DNA extraction protocols and Nhu Nguyen for advice on growing Bishop pine. The Mycorrhiza Reading Group, Department of Plant and Microbial Biology, UC Berkeley is also thanked for comments and helpful advice.

**Open Access** This article is distributed under the terms of the Creative Commons Attribution 4.0 International License (<http://creativecommons.org/licenses/by/4.0/>), which permits unrestricted use, distribution, and reproduction in any medium, provided you give appropriate credit to the original author(s) and the source, provide a link to the Creative Commons license, and indicate if changes were made.

## References

- Akaighe N, MacCuspie RI, Navarro DA, Aga DS, Banerjee S, Sohn M, Sharma VK (2011) Humic acid-induced silver nanoparticle formation under environmentally relevant conditions. *Environ Sci Technol* 45:3895–3901. doi:10.1021/es103946g
- Bending GD (2007) What are the mechanisms and specificity of mycorrhization helper bacteria. *New Phytol* 174:707–710. doi:10.1111/j.1469-8137.2007.02076.x
- Benn TM, Westerhoff P (2008) Nanoparticle silver released into water from commercially available sock fabrics. *Environ Sci Technol* 42:4133–4139. doi:10.1021/es7032718
- Benn T, Cavanagh B, Hristovski K, Posner JD, Westerhoff P (2010) The release of nanosilver from consumer products used in the home. *J Environ Qual* 39:1875–1882. doi:10.2134/jeq2009.0363
- Branco S, Bruns TD, Singleton I (2013) Fungi at a small scale: spatial zonation of fungal assemblages around single trees. *PLoS ONE*. doi:10.1371/journal.pone.0078295
- Calder AJ, Dimkpa CO, McLean JE, Britt DW, Johnson W, Anderson AJ (2012) Soil components mitigate the antimicrobial effects of silver nanoparticles towards a beneficial soil bacterium, *Pseudomonas chlororaphis* O6. *Sci Total Environ* 429:215–222. doi:10.1016/j.scitotenv.2012.04.049
- Comas LH, Callahan HS, Midford PE (2014) Patterns in root traits of woody species hosting *arbuscular* and *ectomycorrhizas*: implications for the evolution of belowground strategies. *Ecol Evol* 4(15):2979–2990
- Coutris C, Joner EJ, Oughton DH (2012) Aging and soil organic matter content affect the fate of silver nanoparticles in soil. *Sci Total Environ* 420:327–333. doi:10.1016/j.scitotenv.2012.01.027
- Cusano AM, Burlinson P, Deveau A, Vion P, Uroz S, Preston GM, Frey-Klett P (2011) *Pseudomonas fluorescens* BBc6R8 type III secretion mutants no longer promote ectomycorrhizal symbiosis. *Environ Microbiol Rep* 3(2):203–210. doi:10.1111/j.1758-2229.2010.00209.x
- Ditengou FA, Beguiristain T, Lapeyrie F (2000) Root hair elongation is inhibited by hypaphorine, the indole alkaloid from the ectomycorrhizal fungus *Pisolithus tinctorius*, and restored by indole-3-acetic acid. *Planta* 211:722–728. doi:10.1007/s004250000342
- Farkas J et al (2011) Characterization of the effluent from a nanosilver producing washing machine. *Environ Int* 37:1057–1062. doi:10.1016/j.envint.2011.03.006
- Felten J et al (2009) The ectomycorrhizal fungus *Laccaria bicolor* stimulates lateral root formation in poplar and arabidopsis through auxin transport and signaling. *Plant Physiol* 151:1991–2005. doi:10.1104/pp.109.147231
- Finlay RD (2008) Ecological aspects of mycorrhizal symbiosis: with special emphasis on the functional diversity of interactions involving the extraradical mycelium. *J Exp Bot* 59:1115–1126. doi:10.1093/jxb/ern059
- Gardes M, Bruns TD (1993) ITS primers with enhanced specificity for basidiomycetes-application to the identification of mycorrhiza and rusts. *Mol Ecol* 2:113–118
- George C, Kuriakose S, George S, Mathew T (2011) Antifungal activity of silver nanoparticle-encapsulated beta-cyclodextrin against human opportunistic pathogens. *Supramol Chem* 23:593–597. doi:10.1080/10610278.2011.575471
- Gordon GJ, Gehring CA (2011) Molecular characterization of peizalean *ectomycorrhizas* associated with Pinyon pine during drought. *Mycorrhiza* 21:431–441. doi:10.1007/s00572-010-0349-8
- Heller G et al (2008) Transcriptional analysis of *Pinus sylvestris* roots challenged with the ectomycorrhizal fungus *Laccaria bicolor*. *BMC Plant Biol*. doi:10.1186/1471-2229-8-19
- Hou A, Takamatsu T, Koshikawa MK, Hosomi M (2005) Migration of silver, indium, tin, antimony, and bismuth and variations in their chemical fractions on addition to uncontaminated soils. *Soil Sci* 170:624–639. doi:10.1097/01.ss.0000178205.35923.66
- Jo YK, Kim BH, Jung G (2009) Antifungal activity of silver ions and nanoparticles on phytopathogenic fungi. *Plant Dis* 93:1037–1043. doi:10.1094/pdis-93-10-1037
- Judy JD, Unrine JM, Bertsch PM (2011) Evidence for bio-magnification of gold nanoparticles within a terrestrial food chain. *Environ Sci Technol* 45:776–781. doi:10.1021/es103031a
- Kumar N, Shah V, Walker VK (2011) Perturbation of an arctic soil microbial community by metal nanoparticles. *J Hazard Mater* 190:816–822. doi:10.1016/j.jhazmat.2011.04.005
- Lee W-M, Kwak JI, An Y-J (2012) Effect of silver nanoparticles in crop plants *Phaseolus radiatus* and *Sorghum bicolor*: media effect on phytotoxicity. *Chemosphere* 86:491–499. doi:10.1016/j.chemosphere.2011.10.013
- Marambio-Jones C, Hoek EMV (2010) A review of the antibacterial effects of silver nanomaterials and potential implications for human health and the environment. *J Nanopart Res* 12:1531–1551. doi:10.1007/s11051-010-9900-y
- Martin F, Duplessis S, Ditengou F, Lagrange H, Voiblet C, Lapeyrie F (2001) Developmental cross talking in the ectomycorrhizal symbiosis: signals and communication genes. *New Phytol* 151:145–154. doi:10.1046/j.1469-8137.2001.00169.x
- Mathew TV, Kuriakose S (2013) Studies on the antimicrobial properties of colloidal silver nanoparticles stabilized by bovine serum albumin colloids and surfaces B. *Biointerfaces* 101:14–18. doi:10.1016/j.colsurfb.2012.05.017
- Min JS et al (2009) Effects of colloidal silver nanoparticles on sclerotium-forming phytopathogenic fungi. *Plant Pathol J* 25:376–380. doi:10.5423/ppj.2009.25.4.376
- Park E-J, Yi J, Kim Y, Choi K, Park K (2010) Silver nanoparticles induce cytotoxicity by a Trojan-horse type mechanism. *Toxicol In Vitro* 24:872–878. doi:10.1016/j.tiv.2009.12.001

- Peay KG, Garbelotto M, Bruns TD (2010) Evidence of dispersal limitation in soil microorganisms: isolation reduces species richness on mycorrhizal tree islands. *Ecology* 91:3631–3640. doi:10.1890/09-2237.1
- Singleton I, Wainwright M, Edyvean RGJ (1990) Novel biorecovery methods for industrial waste-water treatment. *Biorecovery* 1(4):271–289
- Sousa NR, Franco AR, Oliveira RS, Castro PML (2012) Ectomycorrhizal fungi as an alternative to the use of chemical fertilisers in nursery production of *Pinus pinaster*. *J Environ Manage* 95:S269–S274. doi:10.1016/j.jenvman.2010.07.016
- Sweet MJ, Singleton I ((2011) Silver nanoparticles: a microbial perspective. *Adv Appl Microbiol* 77:116–127. doi:10.1016/b978-0-12-387044-5.00005-4
- Tarkka MT, Nyman TA, Kalkkinen N, Raudaskoski M (2001) Scots pine expresses short-root-specific peroxidases during development. *Eur J Biochem* 268:86–92. doi:10.1046/j.1432-1327.2001.01853.x
- Valdecantos A, Cortina J, Vallejo VR (2011) Differential field response of two Mediterranean tree species to inputs of sewage sludge at the seedling stage. *Ecol Eng* 37:1350–1359. doi:10.1016/j.ecoleng.2011.03.017
- White TJBT, Lee S, Taylor J (1990) Amplification and direct sequencing of fungal ribosomal RNA genes for phylogenetics. In: InnisDH MA, Gefland JJ, Sninsky TJ (eds) *White PCR protocols: a guide to methods and applications*. Academic Press, San Diego, pp 315–322
- Yin L et al (2011) More than the ions: the effects of silver nanoparticles on *Lolium multiflorum*. *Environ Sci Technol* 45:2360–2367. doi:10.1021/es103995x
- Yin L, Colman BP, McGill BM, Wright JP, Bernhardt ES (2012) Effects of silver nanoparticle exposure on germination and early growth of eleven wetland plants. *PLoS ONE*. doi:10.1371/journal.pone.0047674
- Zhang Z, Kong F, Vardhanabhuti B, Mustapha A, Lin M (2012) Detection of engineered silver nanoparticle contamination in pears. *J Agric Food Chem* 60:10762–10767. doi:10.1021/jf303423q



# Coastal Permit Administrator Action Sheet

Owner/Applicant: WM PARTNERSHIP LLC, & TRAVIS SWITENBANK

Hearing Date: April 8, 2021 11am

Case #: B\_2017-0043

## Environmental Considerations:

- ☒ **Categorically Exempt** *Class 5(a)*  
☐ **Negative Declaration**  
☐ **Environmental Impact Report**

## Action:

- ☒ **Approved** ☐ **Denied** ☐ **Continued to:** \_\_\_\_\_

## Findings:

- ☐ **Adopted per staff report** ☒ **Modifications and/or additions**  
*per April 7, 2021 staff memo.*

## Conditions:

- ☐ **Adopted per staff report** ☒ **Modifications and/or additions**  
*see Below add 9+10*

*Add the following condition:*

9. Prior to completion of the BOUNDARY LINE ADJUSTMENT (B 2017-0043), the owner/Applicant shall fully address all code violations, currently associated with the property, and it shall be demonstrated to the satisfaction of Planning and Building Services, prior to the New Deeds are recorded.

10. Existing Septic Systems on lot A shall be brought into compliance to the satisfaction of Env. Health.

Coastal Permit Administrator: \_\_\_\_\_

Signature \_\_\_\_\_



## COUNTY OF MENDOCINO

### DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482  
120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

IGNACIO 'NASH' GONZALEZ, INTERIM DIRECTOR  
TELEPHONE: 707-234-6650  
FAX: 707-463-5709  
FB PHONE: 707-964-5379  
FB FAX: 707-961-2427  
[pbs@mendocinocounty.org](mailto:pbs@mendocinocounty.org)  
[www.mendocinocounty.org/pbs](http://www.mendocinocounty.org/pbs)

---

#### MEMORANDUM

**DATE:** April 7, 2021  
**TO:** COASTAL PERMIT ADMINISTRATOR  
**FROM:** PLANNING AND BUILDING SERVICES, Mark Cliser, Planner II  
**SUBJECT:** B 2017-0043 – MODIFICATIONS TO PROJECT FINDINGS

---

The Mendocino County Department of Planning & Building Services (PBS) has reviewed the public comments submitted to the Mendocino County Coastal Permit Administrator as they relate to B\_2017-0043 (Swithenbank). Staff notes that this request is only for a lot line adjustment and does not include or involve any development. Based on a review of these comments staff recommends that the findings be modified in the Staff Report:

#### RECOMMENDED MOTION

The Coastal Permit Administrator approves Coastal Development Boundary Line Adjustment B\_2017-0043, subject to the following conditions of approval, finding that the application and supporting documents and exhibits contain sufficient information and conditions to establish, as required by the Coastal Zoning Code, that:

1. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(1), the proposed project is in conformance with the Coastal Element and its policies discussed in this report. The proposed boundary line adjustment is consistent with all applicable policies that discuss boundary line adjustments. Per MCC Section 20.524.025(E), the project will not result in a parcel having more than one (1) zoning district designation. Per MCC Section 17-17.5, the project does not propose creation of any additional lot(s) or parcel(s); and,
2. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(2), the proposed project will be provided with adequate utilities, access roads, drainage, and other necessary facilities. The proposed boundary line adjustment does not change any utilities (including water provisions, septic system, and leach field) between the two subject parcels as no further development is proposed as part of the Boundary Line Adjustment. Nameless Lane (Private) remains the primary access for both parcels; and,
3. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(3), the proposed project is consistent with the purpose and intent of the RR – Rural Residential zoning district applicable to the property, as well as the provisions of the Mendocino County Coastal Zoning Code, and preserves the integrity of the zoning district as no additional development is proposed that would hinder the district's intent to encourage and preserve local small scale farming and/or residential uses. The proposed boundary line adjustment will only change the property line between two parcels within RR1 and RR5 zoning districts to align with the Coastal Zone Boundary. Both parcels are currently above the prescribed minimum parcel size for the RR1 and RR5 zoning districts, and are therefore considered legal parcels. The proposed boundary line adjustment would not result in the creation of any new parcels or development; and,
4. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(4), the proposed project will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act (CEQA). No development or subdivision of either parcel is proposed under this requested Boundary Line Adjustment. The proposed boundary line adjustment was found to be

categorically exempt from the provision of CEQA under a Class 5(a) exemption for minor lot line adjustments; and,

5. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(5), the proposed project will not have any adverse impacts on any known archaeological or paleontological resource. The proposed boundary line adjustment does not include any ground disturbing activities that would impact archaeological or paleontological resources. Additionally, as the project is categorically exempt from CEQA, the proposed boundary line adjustment is not subject to additional archaeological survey requirements per Mendocino County Code Section 22.12.050(A). For this reason, the proposed Boundary Line Adjustment has been determined to be categorically exempt from CEQA as no development is proposed; and,
6. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.095(A)(6), other public services, including but not limited to, solid waste and public roadway capacity have been considered and are adequate to serve the proposed project as no additional development is being proposed.; and,
7. Pursuant to Mendocino County Coastal Zoning Code Section 20.532.100(A)(1), the proposed project will not impact any environmentally sensitive habitat areas. Although within the buffer of a riparian corridor ESHA, the proposed boundary line adjustment does not propose any ground disturbing or environmentally impact activities that would effect ESHAs. Furthermore, the proposed boundary line adjustment does not create parcels that are undevelopable due to ESHA buffers or other environmental setbacks. Furthermore, no new parcels will result from the proposed Boundary Line Adjustment.

These revised findings are to replace those interred within the Staff Report for the proposed Boundary Line Adjustment B 2017-0043. Additionally, Staff is not recommending any changes to the original Conditions of Approval.





## MENDOCINO COUNTY BOARD OF SUPERVISORS PLANNING APPEAL FORM

Appeals must be received in the Executive Office within the appeal period, 10 days from the date of the hearing\* (post-marks will NOT be accepted). The Clerk of the Board or Planning and Building Services will verify appeal fee amounts\*. The appeal fee must accompany the appeal letter/form in order to be considered valid.

*\*Verify with Planning and Building Services or with the Clerk of the Board of Supervisors*

Date Appeal Submitted*: _____	Appeal Fee*: \$ _____ <input type="checkbox"/> Verified <input type="checkbox"/> Receipt Generated
Case No.: _____	Applicant: _____
Heard by: _____ Source: Planning Commission • MHRB • Zoning Administrator • Administrative (Planning) • Coastal Permit Administrator	Hearing Date: _____

Printed Name, Address, and Phone No. of Appealing Party:

Dr. William Schieve c/o Attorney Colin Morrow


45060 Ukiah St., 2nd Fl., P.O. Box 1214

Mendocino, CA 95460

( 707 ) 380 - 1070 (emailed courtesy copies of any correspondence  
are respectfully requested at cmorrow@vmm-law.com)

Basis for Appeal (*Please provide sufficient detail to describe the nature of the appeal. Letters describing appeal may also be attached*):

As more particularly described in the attached appeal letter and pages attached thereto, the Coastal Permit Administrator erred, exceeded its authority, failed to proceed in a manner required by law, and/or abused its discretion in approving Boundary Line Adjustment application B\_2017-0043 (filed 6/30/2017) on behalf of owner WM Partnership LLC & Travis Swithenbank ("BLA") because the BLA, as approved, results in the creation of additional lots or parcels under Government Code section 66424, which is contrary to Government Code section 66412, subdivision (d) and Mendocino County Code section 17-17.5. Specifically, because the BLA will be junior to two separate deeds of trust encumbering separate existing parcels, the BLA will result in four different combinations of fee interests and security interests.

  
Signature

**Submit completed form to:**  
Mendocino County Clerk of the Board  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
(707) 463-4221

**Fee made out to :**  
County of Mendocino

### Staff Use:

- ☐ Obtain Agenda for meeting/appeal verification (*distribute with appeal form to all parties listed below*)
- ☐ Appeal period verified and confirmed
- ☐ Appeal fee verified and confirmed
- ☐ Form distribution completed/Date Stamp form
- ☐ Copy of receipt and check attached to original appeal form and provided to DCOB
- ☐ Other \_\_\_\_\_

Distribute: Planning & Building Services (& Coast office, if applicable); District Supervisor; County Counsel; copy to BOS meeting-pending file (COB); Original to Planning Appeals Folder (DCOB); Note: If project is considered to be 'county-wide', copy to all BOS  
Revised 7/11/11 - COB\Departmental Procedures\Planning\Planning Appeal Form.doc



# VANNUCCI MOMSEN MORROW

Attorneys at Law  
An Association of Sole Practitioners

---

Philip M. Vannucci  
Brian S. Momsen  
The Hofman Building  
308 S School St., 1st Fl.  
Ukiah, CA 95482  
Phone: 707.462.0900  
Email: pvannucci@vmm-law  
Email: bmomsen@vmm-law.com

Colin W. Morrow  
The Penny Farthing Building  
45060 Ukiah St., 2nd Fl.  
P.O. Box 1214  
Mendocino, CA 95460  
Phone: 707.380.1070  
Email: cmorrow@vmm-law.com

April 16, 2021

## VIA PERSONAL DELIVERY

Mendocino County Clerk of the Board  
Mendocino County Board of Supervisors  
501 Low Gap Rd., Rm. 1010  
Ukiah, CA 95482  
(bos@mendocinocounty.org)

Re: Dr. William Schieve's Appeal of the Coastal Permit Administrator's April 8, 2021 Decision Approving Boundary Line Adjustment Application No. B\_2017-0043

To the Board of Supervisors and the Clerk of the Board:

Dr. William Schieve, through counsel, respectfully appeals the Coastal Permit Administrator's April 8, 2021 decision approving boundary line adjustment number B\_2017-0043 (filed 6/30/2017), which was submitted on behalf of WM Partnership, LLC & Travis Swithenbank. This appeal is under Mendocino County Code section 20.544.015 and any other related code sections or ordinances.

Dr. Schieve owns and resides upon a parcel that directly abuts one of the parcels that the boundary line adjustment seeks to modify. While Dr. Schieve has broad environmental concerns about a future subdivision that this boundary line adjustment is intended to exclude from California Coastal Commission review, the basis for this appeal is narrowly confined to a single issue. Namely, the application—as submitted and as approved—would result in the creation of additional lots or parcels as those terms are broadly defined under Government Code section 66424.

Because of this, the Coastal Permit Administrator erred, exceeded its authority, failed to proceed in a manner required by law, and/or abused its discretion in approving the boundary line adjustment. The specific factual and legal reasoning that leads to this conclusion is detailed below.



The exclusion from the Subdivision Map Act ordinarily applicable to boundary line adjustments is found in Government Code section 66412, subdivision (d). Among these constraints is that a boundary line adjustment cannot create “a greater number of parcels than originally existed.” Mendocino County Code section 17-17.5 similarly constrains any boundary line adjustment as “not for the purpose of creating an additional lot or parcel.”

The definition of a “lot” or “parcel” for purposes of the Subdivision Map Act is broad. Under Government Code section 66424:

“Subdivision” means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease, *or financing*, whether immediate or future.

(Emphasis added.)

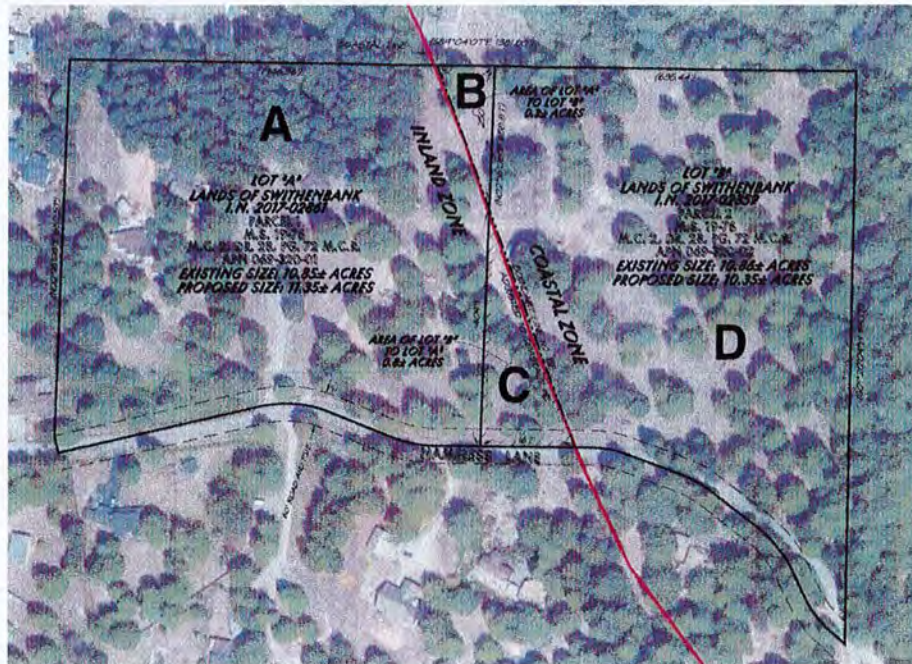
This definition has routinely and consistently been broadly construed. Especially pertinent here—without limitation—is that the act of creating multiple deeds of trust upon different portions of a parcel or unit of land constitutes a division of land within the meaning of a “subdivision” under this section. (58 Op.Atty.Gen. 408 (1975); *see also* Miller & Starr, 7 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 20:3 [“A ‘subdivision’ within the Act also includes any “division” of land for purposes of financing.”].)

The reason this is pertinent here does require an examination of the relevant parcels and their encumbrances. APN 069-320-01 (“Tract One”) is owned by WM Partnership, LLC (“WM Partnership”) subject to a deed of trust recorded in Official Records as 2019-06260 stating that it secures an indebtedness in favor of beneficiary Summit State Bank (“Summit”). APN 069-320-02 (“Tract Two”) is owned by Travis Swithenbank (“Swithenbank”) subject to a deed of trust recorded in Official Records as 2019-00113 stating that it secures an indebtedness in favor of beneficiary Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005 (collectively “Perry”).

Accordingly, if the BLA is processed, the BLA will be subject—or “junior”—to existing senior security interests that will span and divide the newly adjusted fee interests. Such a boundary line adjustment will result in four parcels or lots—each with a sperate combination of fee and security interests—as those terms are broadly defined under the Subdivision Map Act.

This may be easier shown in a figure than by words. The figure appearing on the following page—based of a figure provided the applicants themselves—illustrate this problem:





The labels of A, B, C, and D on the above figure illustrate that under the broad definition of a lot, parcel, and/or subdivision under the Subdivision Map Act, four parcels will exist:

**A** represents the portion of the proposed new Tract One that will be subject to the Summit deed of trust.

**B** represents the portion of the proposed new Tract Two that will be subject to the Summit deed of trust.

**C** represents the portion of the proposed new Tract One that will be subject to the Perry deed of trust.

**D** represents the portion of the proposed new Tract Two that will be subject to the Perry deed of trust.

Dr. Schieve raised this problem before the Coastal Permit Administrator in a letter which is attached hereto *sans* certain exhibits which have been parsed for brevity.

It is also important to note that this is not just an academic problem. It has the potential for real world impacts. The purchaser at a foreclosure sale receives title that is free of all junior interests. The foreclosure sale eliminates all interests that were junior in priority to the deed of trust or mortgage; the title of the purchaser is not subject to such junior interests, even though they attached to the property before the foreclosure sale. Because of this, if at some point in the future one or both of the lenders were to foreclose anomalous results might occur.

If both lenders foreclosed, the boundary line adjustment would presumably still appear in county records (including assessor's maps), but no longer be in the chain of title.



An even more peculiar result would occur if one lender foreclosed, but not the other. For example, if this boundary line adjustment goes through, and then the Perry Deed of Trust were foreclosed upon, the purchaser at the trustee's sale would own portion "C" of the proposed new Tract One, and portion "D" of the proposed new Tract Two. In essence, one would have multiple owners controlling segments of a single legal parcel. This is presumably one of the reasons the drafters specifically included "the purpose of . . . financing within the language of Government Code section 66424.

Because this is not a mere boundary line adjustment, all the requirements of the Subdivision Map Act must be complied with, and the exclusion under Government Code section 66412, subdivision (d) cannot be employed.

Development in this county needs to occur responsibly. Part of responsible development is development that is faithful to the rule of law. Based upon the foregoing, Dr. William Schieve respectfully prays that the Mendocino County Board of Supervisors exercise its authority to reverse the decision of the Coastal Zone Administrator and deny boundary line application number B\_2017-0043.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Colin Morrow', with a long horizontal flourish extending to the right.

Colin Morrow  
Attorney for Dr. William Schieve

CC: Client



# VANNUCCI MOMSEN MORROW

Attorneys at Law  
An Association of Sole Practitioners

---

Philip M. Vannucci  
Brian S. Momsen  
The Hofman Building  
308 S School St., 1st Fl.  
Ukiah, CA 95482  
Phone: 707.462.0900  
Email: pvannucci@vmm-law  
Email: bmomsen@vmm-law.com

Colin W. Morrow  
The Penny Farthing Building  
45060 Ukiah St., 2nd Fl.  
P.O. Box 1214  
Mendocino, CA 95460  
Phone: 707.380.1070  
Email: cmorrow@vmm-law.com

April 6, 2021

## VIA EMAIL ONLY

County of Mendocino  
Department of Planning and Building Services  
860 North Bush St.  
Ukiah, CA 95482  
(pbs@mendocinocounty.org)

Re: Hearing Date & Time: April 8, 2021 @ 11:00 AM  
Case Number: B 2017-0043  
Date Filed: 6/30/2017  
Owner: WM Parentship, LLC & Travis Swithenbank  
Applicant: Vance Ricks  
Agent: Jim Ronco  
Staff Planner: Mark Cliser  
Re: Demand for Denial of Boundary Line Adjustment Application

To whom it may concern:

### I. Introduction

I represent Dr. William Schieve, and I write on behalf of him in my capacity as his attorney. Dr. Schieve is a resident of Mendocino County. Dr. Schieve resides at—and owns the real property located at—32880 Nameless Lane in the northern Cleone area Fort Bragg, California. Dr. Schieve's real property directly abuts one of the parcels subject to the above referenced boundary line adjustment application. Dr. Schieve wholly objects to the approval of the boundary line adjustment application referenced above, including for the reasons described herein and based upon any and all other reasons that may be raised by other opponents in the course of the review of the above referenced application.

Very generally, the Nameless Lane community and real properties subject to this application straddle the Coastal Zone boundary. The area possesses only marginal water resources. At least seventy-three species of sensitive flora and forty-three species of sensitive fauna can reasonably be expected to be found in the vicinity of the area. There facts are contained in documents attached hereto as Exhibit A that the applicant himself has submitted to



the California Coastal Commission. Nameless Lane is a small private road only twenty feet in width that connects to Highway One at a T-shaped intersection lacking any turn pocket. There is no other route in ingress or egress serving the community. Residents depend upon individual groundwater wells, but a Department of Water Resources survey excerpts of which are attached hereto as Exhibit B not that among other things, “[n]orth of Cleone . . . terrace deposits are generally less than 10 m (33 ft) thick, discontinuous, and less dependable as sources of usable groundwater.” This report also notes that there may be a concealed hinge fault located in the area.

For the reasons described below, and any other arguments that may be raised in relation to this matter, the above referenced boundary line adjustment should not—and cannot—be approved.

## **II. The Purported Boundary Line Adjustment, As Proposed, Would Impermissibly Result in the Creation of New Parcels Within the Meaning of the Subdivision Map Act**

The exclusion from the Subdivision Map Act ordinarily applicable to boundary line adjustments is found in Government Code section 66412, subdivision (d). Among the constraints in this subdivision is that a boundary line adjustment cannot create “a greater number of parcels than originally existed.” Mendocino County Code section 17-17.5 similarly constrains any boundary line adjustment as “not for the purpose of creating an additional lot or parcel.”

The definition of a lot or parcel for purposes of the Subdivision Map Act is broad. Under Government Code section 66424:

“Subdivision” means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease, *or financing*, whether immediate or future.

(Emphasis added.)

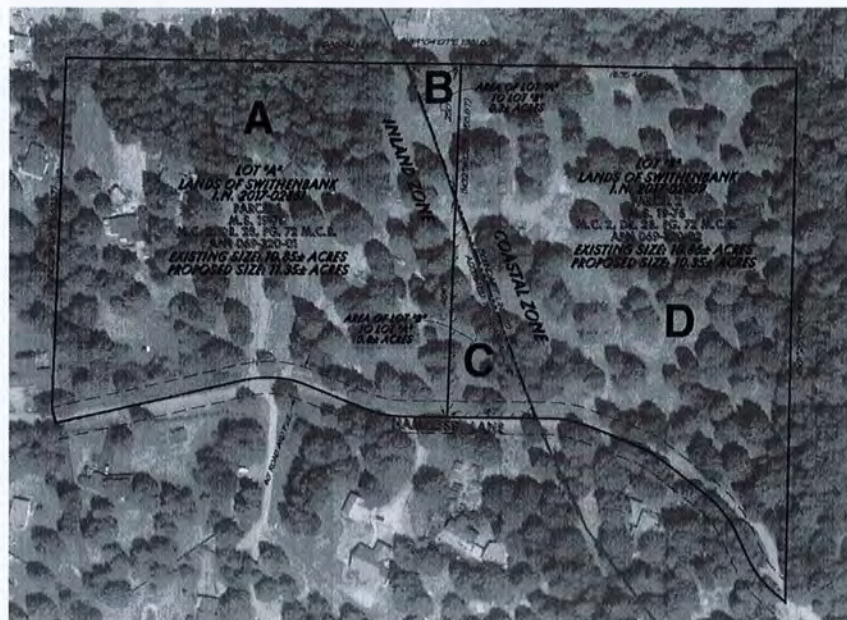
This definition has routinely and consistently been broadly construed. Especially pertinent here—without limitation—is that the act of creating multiple deeds of trust upon different portions of a parcel or unit of land constitutes a division of land within the meaning of a “subdivision” under this section. (58 Op.Atty.Gen. 408 (1975); *see also* Miller & Starr, 7 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 20:3 [“A ‘subdivision’ within the Act also includes any ‘division’ of land for purposes of financing.”].)

Here, as demonstrated by the preliminary title report attached hereto as Exhibit C, APN 069-320-01 (“Tract One”) is owned by WM Partnership, LLC (“WM Partnership”) subject to a deed of trust recorded in Official Records as 2019-06260 stating that it secures an indebtedness in favor of beneficiary Summit State Bank (“Summit”). APN 069-320-02 (“Tract Two”) is owned by Travis Swithenbank (“Swithenbank”) subject to a deed of trust recorded in Official



Records as 2019-00113 stating that it secures an indebtedness in favor of beneficiary Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005 (collectively “Perry”).

Accordingly, even if WM Partnership and Swithenbank execute a deed to effectuate the boundary line adjustment, because that deed will be subject to the existing deeds of trust, such a boundary line adjustment will result in four parcels or lots as those terms are broadly defined under the Subdivision Map Act. The following figure—based of a figure provided in Swithenbank’s own application—illustrates as much:



The labels of A, B, C, and D on the above figure illustrate that under the broad definition of a lot, parcel, and/or subdivision under the Subdivision Map Act, four parcels will exist:

- A** represents the portion of the new Tract One that will be subject to the Summit deed of trust.
- B** represents the portion of the new Tract Two that will be subject to the Summit deed of trust.
- C** represents the portion of the new Tract One that will be subject to the Perry deed of trust.
- D** represents the portion of the new Tract Two that will be subject to the Perry deed of trust.

Put simply—at a bare minimum—to approve the boundary line adjustment as submitted would be contrary to both the Subdivision Map Act and the Mendocino County Code. The boundary line adjustment would improperly be creating additional and substandard parcels. The



County would not be proceeding in a manner required by law.

### **III. The Boundary Line Application Fails to Supply Required Information**

Mendocino County Code section 17-17.5 requires that a “tentative map of a proposed boundary line adjustment *shall* contain”—among other things—“[t]he approximate location of all existing or proposed easements together with the purpose thereof.” (Mendocino County Code section 17-17.5 & *id.* at subd. (E) (emphasis added).)

As the preliminary title report attached hereto as Exhibit C demonstrates, the subject parcels are burdened by, among other things, easements described in the deeds recorded at Book 40 of Deeds Page 543; Book 46 of Deeds Page 365; and Book 898 Page 163 of Deeds; as well as the subdivision map recorded at Map Case 2, Drawer 28, Page 72.

Copies of these instruments are collectively attached hereto as Exhibit D. Nevertheless, the only easement referenced in the boundary line adjustment application is the sixty-foot-wide road and public utility easement on Nameless Lane.<sup>1</sup> The subdivision map recorded at Map Case 2, Drawer 28, Page 72 specifically calls out that “[a]ll natural draws and creeks constitute a drainage easement being determined by the highwater mark plus five feet or a minimum width of twenty feet,” yet there is not an iota of information describing these easements in the boundary line adjustment application. Such easements may render vast swaths of the proposed boundary adjusted parcels unbuildable, but one cannot tell without the easements being depicted as required under the County of Mendocino’s own code. The easements described in the deeds recorded in Book 40 of Deeds Page 543 and Book 46 of Deeds Page 365 similarly appear to have been totally glossed over.

The Mendocino County Code is unequivocal as to it being required that these easements “shall” be described in the tentative map, but the applicant has failed to describe them. Accordingly, to approve the boundary line adjustment would be to fail proceed in a manner required by law.

### **IV. Approval of the Boundary Line Adjustment Is Not Exempt from CEQA; the County Is Engaging Impermissible Piecemealing**

The California Environmental Quality Act (“CEQA”) generally requires that a government project be subject to environmental review both to educate all sides as to potential environmental impacts and to consider appropriate mitigation measures. CEQA defines a “project” as a public action “which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (Pub. Res. Code § 21065.) “CEQA’s conception of a project is broad,” and “the term is broadly construed and

---

<sup>1</sup> Please note, however, that this easement—even though described as Nameless Lane—has only been developed as a far narrower twenty-foot-wide driveway and does not appear to meet the CalFire regulations attached hereto as Exhibit E.



applied in order to maximize protection of the environment.” (*Nelson v. County of Kern* (2010) 190 Cal.App.4th 252, 271.)

Here, it is plain that this is not a boundary line adjustment existing in isolation—which is all that categorical exemption 5a was ever intended to address. Instead, this application is part of a broader subdivision project that is indisputably not exempt from CEQA and will undoubtedly have effects on the environment. The entire project must be examined as a whole and cannot be piecemealed:

An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient EIR; the defined project and not some different project must be the EIR’s bona fide subject. . . . CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be . . . , premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process.

(*Burbank-Glendale-Pasadena Airport Authority v. Hensler* (1991) 233 Cal.App.3d 577, 592 [284 Cal.Rptr. 498, 506–507 (citations and quotation marks omitted); *see also Golden Door Properties, LLC v. County of San Diego* (2018) 27 Cal.App.5th 892, 905–906 [invalidating environmental planning document for taking piecemeal approach].)

Additionally, even where a CEQA exemption applies, there are also exceptions to the exemptions and the respondent, defendant, or real party in interest in any judicial proceeding that challenges an act will need to defend not just the exemption but all implied findings that the exceptions to the exemptions do not apply. (See Cal. Code Regs., tit. 14, § 15300.2; Miller and Starr, 8 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 26:9.)

At least three exceptions to any CEQA exemptions are plainly present here: Location, cumulative impacts, and the presence of hazardous waste. (Cal. Code Regs., tit. 14, § 15300.2, subdivisions (a, b, & e).)

As to location, the County of Mendocino itself admits the project to be hydrologically connected to the Inglenook Fen watershed via an onsite wetland. The County of Mendocino itself explains that the Inglenook Fen is a Resource Area as designated by the California Natural Areas Coordinating Council and acknowledges that future development should be conditioned to establish buffer areas so that development does not encroach upon the wetland. The County of Mendocino itself also notes soils conducive to sensitive Bishop Pine forest and that Bishop Pines were noted on the site in question. Additional information on Inglenook Fen is described in the material attached hereto as Exhibit F.

As to cumulative impacts, this dovetails with the already mentioned subdivision and piecemealing. Traffic will increase, additional vehicle miles driven by residents of new



development will have greenhouse gas implications, the local water table that feeds neighbors' groundwater wells will be impacted, soil will be disturbed, flora and fauna will be impacted. The list goes on.

As to hazardous waste, there are unaddressed hazardous waste concerns in relation to the subject real property. Per the documents attached hereto as Exhibit G, in September 2010, the Mendocino County Air Quality Management ("MCEHD") district collected a soil sample at the subject real property that contained high diesel and motor oil concentrations. In December 2010, MCEHD issued an unauthorized release report for unpermitted activities involving crushing using heavy equipment of vehicles and appliances for metal scraping. This matter is still open and unremedied. Per Exhibit G, in February 2021 petroleum/hydrocarbon products were still present in the soil. Neighbors report a history of vehicle crushing operations on the subject real property, and such vehicles could have contained a multitude of contaminants. My client and the other real property owners in the area depend upon both groundwater wells for their domestic water and any plumes or other contamination within the water table are of paramount concern. Finally on the topic of hazardous waste—and dovetailing with the concerns of cumulative impacts and piecemealing—the only recent testing has been at the very surface of the soil. If the land is to be subdivided and developed, however, deeper plumes may be disturbed and caused to migrate. The impacts could affect not just human neighbors, but also the flora and fauna that call the area home. The research attached as Exhibit H demonstrates that metal contamination in soils can affect Bishop Pines, which are present in the area.

"[A] finding of categorical exemption cannot be sustained if there is a 'fair argument' based on substantial evidence that the project will have significant environmental impacts, even where the agency is presented with substantial evidence to the contrary." (*Banker's Hill, Hillcrest, Park West Community Preservation Group v. City of San Diego* (2006) 139 Cal.App.4th 249, 262, fn. 12 quoting *Fairbank v. City of Mill Valley* (1999) 75 Cal. App. 4th 1243.) "This unusual 'fair argument' standard of review over a public agency's decision has been characterized as setting a 'low threshold requirement for initial preparation of an EIR and reflects a preference for resolving doubts in favor of environmental review when the question is whether any such review is warranted.'" (*Georgetown Preservation Society v. County of El Dorado* (2018) 30 Cal.App.5th 358, 370 quoting *Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1316–1317.)

Finally on the subject of CEQA, this matter is not subject to the ministerial exemption. The County has already demonstrated discretion exists, the boundary line adjustment is part of a broader project, and—as discussed below—state statutes and local codes contemplate that the project must be found to comport with the general plan, and such a finding is necessarily discretionary.

In other words, relying upon a categorical exemption is the weakest CEQA approach to rely upon if a matter ends up in Court. It is the approach most likely to expose the County of Mendocino, Swithenbank, and WM Partnership to a court order compelling it to comply with CEQA and to pay the opposing party's legal fees.



#### **V. To Approve the Application Would Be Contrary to the General Plan**

“[T]he general plan has been aptly described as the constitution for all future developments within the city or county.” (*Orange Citizens for Parks & Recreation v. Superior Court* (2016) 2 Cal.5th 141, 152 [“*Orange*”] (citations and quotation marks omitted).) “The propriety of virtually any local decision affecting land use and development depends upon consistency with the applicable general plan and its elements.” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d at 553, 570 quoting *Resource Defense Fund v. County of Santa Cruz* (1982) 133 Cal.App.3d 800, 806.) “An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment.” (*Orange, supra*, 2 Cal.5th at p. 153 quoting Governor’s Office of Planning & Research, General Plan Guidelines (2003) p. 164.)

To approve this boundary line adjustment in the context of the applicant’s broader plan to subdivide real property for development would be contrary to Mendocino County’s General Plan. Moreover, Government Code section 66412, subdivision (d)—discussed above—specifically contemplates that body reviewing will consider whether a “lot line adjustment will conform to the local general plan.”

Mendocino County’s General Plan contemplates that part of the costal element is “[t]o preserve and maintain the character of the rural atmosphere and visual quality of” villages such as Cleone and other nearby communities. (General Plan, Costal Element, Chapter 2.2, Rural Village Land Use Classification.) The “principal permitted use” for parcels in rural coastal villages such as Cleone is “[o]ne dwelling unit per *existing* parcel and associated utilities and light agriculture.” (*Ibid.* (emphasis added).).

Expanded traffic pressure from a subdivision enabled by the boundary line adjustment may also run contrary to the Mendocino County General Plan’s specific acknowledgement of Public Resources Code section 30254’s requirement that “in rural areas of the coastal zone [Highway 1] remain a scenic two-lane road.” (General Plan, Costal Element, Chapter 3.8, Transportation, Utilities and Public Services.)

The applicable staff report also fails to adequately address Costal Element Policy 3.8-7. This policy requires that:

Land divisions and subdivisions creating new parcels or building sites or other proposed development, *including lot line adjustments*, mergers and issuance of conditional certificates of compliance shall be approved only where a community sewage disposal system with available capacity exists



and is obligated to provide service or where a satisfactory site for a sewage system exists. *Leach field approval shall require satisfactory completion of a site evaluation on the site of each proposed septic system.*

(Emphasis added.)

The plain reading of this policy is that before a boundary line adjustment can be processed in a coastal area such as Nameless Lane that does not have a community sewage disposal system then an actual site evaluation of any contemplated leach field must be completed prior to the boundary line adjustment. Per the subdivision map recorded at Map Case 2, Drawer 28, Page 72 “[t]he Division of Environmental Health has [long ago] determined that sub surface drainage may be required to assure proper functioning of sewage system disposal fields.” Nevertheless, the County is glossing over what it has already identified as being an issue.

#### **VI. Judicial Relief Will Be Sought If Necessary**

The County of Mendocino should not—and cannot—approve this boundary line adjustment application. The County would not be proceeding in a manner required by law for a plurality of separate and independent reasons. The County would be wantonly exposing itself, WM Partnership, and Swithenbank to a potential writ or declaratory relief action. A prevailing plaintiff attorney fee award under—without limitation—Code of Civil Procedure section 1021.5 inclusive of potential catalyst fees would almost be certain.

There is no guarantee that Swithenbank in his capacity as applicant will have the resources to actually indemnify the County of Mendocino for what could potentially prove a costly attorney’s fee award in favor of Dr. Schieve as a prevailing party and the County of Mendocino may be stuck footing the bill.

At the end of the day this unlawful boundary line adjustment is nothing more than an effort by WM Partnership and Swithenbank to do an end around longstanding protections coastal protections. WM Partnership and Swithenbank should not be allowed to make use of an unlawful boundary line adjustment in lieu of going through the costal development permitting process. Law and pragmatism both compel the denial of the present application.

On behalf of my client, Dr. William Schieve, I respectfully ask that the present boundary line application be denied.

Respectfully submitted,



Colin Morrow

County of Mendocino  
Department of Planning and Building Services  
April 6, 2021  
Page 9 of 9

CC (email only):      Client  
                                 Concerned Neighbors of the Cleone Community

# EXHIBIT C





## Redwood Empire Title Company of Mendocino County

405 S. Orchard Avenue, P. O. Box 238

Ukiah, CA 95482

Phone: (707)462-8666 • Fax: (707)462-5010

Our No.: 20210736AP

Your No.:

Seller: Owner of Record

Buyer:

When replying Please Contact:

ESCROW OFFICER: Adriane Pardini

apardini@redwoodtitle.com

### PRELIMINARY REPORT

Property Address: **32800 and 32700 Nameless Lane, Fort Bragg, CA 95437**

In response to the above referenced application for a policy of title insurance, **Redwood Empire Title Company of Mendocino County** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 17, 2021 at 07:30 AM.

Steve Burlesci  
Chief Title Officer

sburlesci@redwoodtitle.com

The form of policy of title insurance contemplated by this report is:

ALTA 2006 Extended Loan Policy

CLTA Standard 1990 Owners Policy

Underwritten by Old Republic National Title Insurance Company

## **SCHEDULE A**

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:

a Fee

2. Title to said estate or interest at the date hereof is vested in:

WM Partnership, LLC, a California Limited Liability Company, as to Tract One; Travis Swithenbank, an unmarried man, as to Tract Two

3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

Tract One:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-01

Tract Two:

Parcel 2, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-02



## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, a lien not yet due or ascertainable.
2. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows  
Assessor's Parcel No.: 069-320-02  
Code No.: 076-013  
1st Installment: \$676.07, Paid  
2nd Installment: \$676.07, Unpaid
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
4. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: June 28, 1887 in Book 40 of Deeds, Page 543  
For: road and public utilities
5. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: January 30, 1889 in Book 46 of Deeds, Page 365  
For: road and public utilities
6. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: August 29, 1972 in Book 898, Page 163 of Official Records  
For: roadway and public utilities
7. Easements, building setback lines, notations and/or recitals as shown or provided for on the map referred to in the legal description.
8. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,  
Amount : \$100,000.00  
Trustor/Borrower : Travis Swithenbank, an unmarried man  
Trustee: Redwood Trust Deed Services  
Beneficiary/Lender: Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005  
Dated: December 14, 2018  
Recorded: January 3, 2019 as 2019-00113 of Official Records  
  
Affects Tract Two
9. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,  
Amount : \$500,000.00  
Trustor/Borrower : WM Partnership, LLC, a California Limited Liability Company  
Trustee: Redwood Empire Title Company of Mendocino County  
Beneficiary/Lender: Summit State Bank  
Dated: May 22, 2019  
Recorded: May 31, 2019 as 2019-06260 of Official Records  
  
Affects Tract One

10. Prior to the issuance of any policy of title insurance, the Company will require the following with respect to WM Partnership, LLC, a California Limited Liability Company:
  - a. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
  - b. A certified copy of its Articles of Organization (LLC-1), any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10).
  - c. Recording a certified copy of said LLC-1 and any "amendments thereto".

**END OF SCHEDULE B**

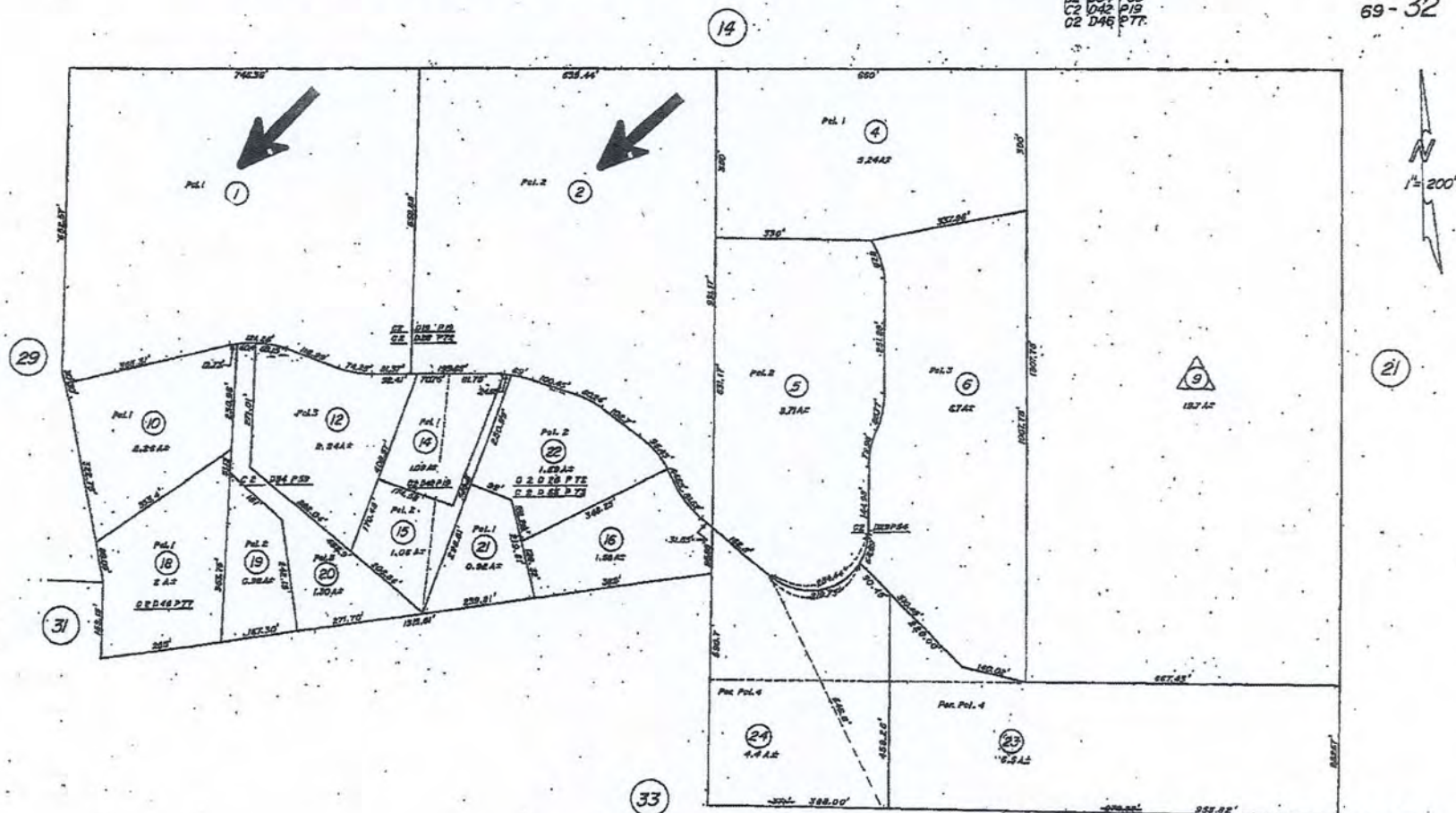
**INFORMATIONAL NOTES:**

1. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows  
Assessor's Parcel No.: 069-320-01  
Code No.: 076-013  
1st Installment: \$3,419.47, Paid  
2nd Installment: \$3,419.47, Paid
2. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows: NONE



Pct.	Mop	C2	D19	P19
H	H	C2	D28	P72
		C2	D29	P54
		C2	D34	P59
		C2	D42	P19
		C2	D46	P77.

69-32



Assessor's Map  
County of Mendocino, Calif.  
September, 1982

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated.



**CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.



3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

#### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



**Privacy Statement**  
**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Redwood Empire Title Company  
P.O. Box 238  
Ukiah, CA 95482

**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

# EXHIBIT D



RECORDATION REQUESTED BY:

2019-06260  
Recorded at the request of  
REDWOOD EMPIRE TITLE  
05/31/2019 03:11 PM  
Fee: \$121.00 Pgs: 1 of 12  
OFFICIAL RECORDS  
Katrina Bartolomie - Clerk-Recorder  
Mendocino County, CA



WHEN RECORDED MAIL TO:

Summit State Bank  
P.O. Box 6188  
500 Bicentennial Way  
Santa Rosa, CA 95406

FOR RECORDER'S USE ONLY



\*#####034005222019LN01\*

### DEED OF TRUST

THIS DEED OF TRUST is dated May 22, 2019, among WM Partnership, LLC, a California Limited Liability Company, whose address is 18631 N. Highway 1, Fort Bragg, CA 95437 ("Trustor"); Summit State Bank, whose address is P.O. Box 6188, 500 Bicentennial Way, Santa Rosa, CA 95406 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Redwood Empire Title Company of Mendocino County, whose address is 405 S. Orchard Avenue, Ukiah, CA 95482 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Mendocino County, State of California:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 32800 Nameless Lane, Fort Bragg, CA 95437. The Assessor's Parcel Number for the Real Property is 069-320-01.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any





\*#####034005222019LN02\*

## DEED OF TRUST (Continued)

Page 2

Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment,





\*#####034005222019LN03\*

## DEED OF TRUST (Continued)

Page 3

Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of





\*#####034005222019LN04\*

## DEED OF TRUST (Continued)

Page 4

any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or





\*#####034005222019LN05\*

## DEED OF TRUST (Continued)

Page 5

continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the





\*#####034005222019LN06\*

## DEED OF TRUST (Continued)

Page 6

basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve





\*#####03400522019LN07\*

## DEED OF TRUST (Continued)

Page 7

without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Mendocino County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered,





\*#####034005222019LN08\*

## DEED OF TRUST (Continued)

Page 8

when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**ADDITIONAL PROVISION.** Without limiting the generality of the subparagraph above captioned "Compliance with Governmental Requirements," Trustor shall not use or permit the use of all or any portion of the Real Property for, or lease or agree to lease all or any portion of the Real Property to a tenant engaged in, the operation of any marijuana- or cannabis-related business, including, without limitation, the growing, cultivation, manufacturing, distribution or selling of marijuana, in violation of federal, state or local law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words





\*#####034005222019LN09\*

## DEED OF TRUST (Continued)

Page 9

and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Summit State Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means WM Partnership, LLC, a California Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Summit State Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated May 22, 2019, in the original principal amount of \$500,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means Redwood Empire Title Company of Mendocino County, whose address is 405 S. Orchard Avenue, Ukiah, CA 95482 and any substitute or successor trustees.





\*#####034005222019LN10\*

# DEED OF TRUST (Continued)

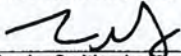
Page 10

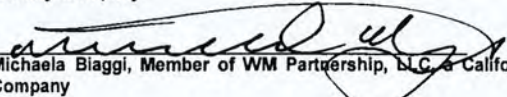
Trustor. The word "Trustor" means WM Partnership, LLC, a California Limited Liability Company.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

WM PARTNERSHIP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By:   
Travis Swithenbank, Member of WM Partnership, LLC, a California Limited Liability Company

By:   
Michaela Biaggi, Member of WM Partnership, LLC, a California Limited Liability Company

## CERTIFICATE OF ACKNOWLEDGMENT

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 Mendocino

) SS

)

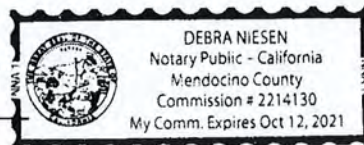
On 5.23.19, 20\_\_\_\_, before me, Debra Niesen - Notary Public,  
(here insert name and title of the officer)

personally appeared Travis Swithenbank and Michaela Biaggi, 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 Debra Niesen  
Debra Niesen



(Seal)



\*#####034005222019LN11\*

**DEED OF TRUST  
(Continued)**

Page 11

---

---

**(DO NOT RECORD)**  
**REQUEST FOR FULL RECONVEYANCE**  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

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

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Escrow No.: 20190695DN  
Title Order No.:

**EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-01



Recording Requested By  
Redwood Empire Title

When Recorded Mail To  
First Equity  
528 S. Main St.  
Fort Bragg CA 95437

Title Order No. 20181262CW

2019-00113  
Recorded at the request of  
REDWOOD EMPIRE TITLE  
01/03/2019 10:35 AM  
Fee: \$103.00 Pgs: 1 of 6  
OFFICIAL RECORDS  
Susan M. Ranochak - Clerk-Recorder  
Mendocino County, CA



Space above this line for recorder's use

## DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 201701738

This Deed of Trust, made this **14th** day of **December 2018**, among the Trustor, **Travis Swithenbank, an unmarried man** (herein "Borrower"), **Redwood Trust Deed Services** (herein "Trustee"), and the Beneficiary, **Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005, Who's address is: PO Box 1639, Pilikoa St. Hanalei, HI 96714** (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

### GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Mendocino**, State of California: **Parcels 2, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records**

APN: 069-320-02, which has the address of **32700 Nameless Ln. Fort Bragg CA 95437** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

### THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **12/14/2018**, in the principal sum of U.S. **\$100,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend** generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:



**1. Payments of Principal and/or Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

**2. Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Prior Mortgages and Deeds of Trust; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.



If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), **First Equity, 528 S. Main St. Fort Bragg CA 95437** or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. This Deed of Trust shall be governed by the Laws of the State of California.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

**16. Lender's Right to Require The Loan to be Paid Off Immediately.** If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or



a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:**

**17. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**18. Default.** Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

**19. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**20. Reconveyance.** Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

**21. Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Request for Notices.** Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

**23. Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS**



**24. Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

**25. Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Travis W. Swithenbank 12/27/18  
Borrower Date Borrower Date

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 MENDOCINO

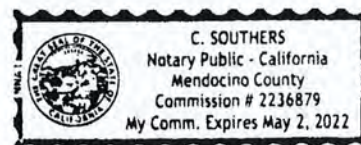
On DEC. 27, 2018 before me, C. SOUTHERS, NOTARY PUBLIC,  
personally appeared TRAVIS W. SWITHENBANK

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.

C. SOUTHERS  
Signature



(Seal)

### REQUEST FOR FULL RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and

this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
Signature of Beneficiary (the "LENDER")

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Beneficiary (the "LENDER")

\_\_\_\_\_  
Date

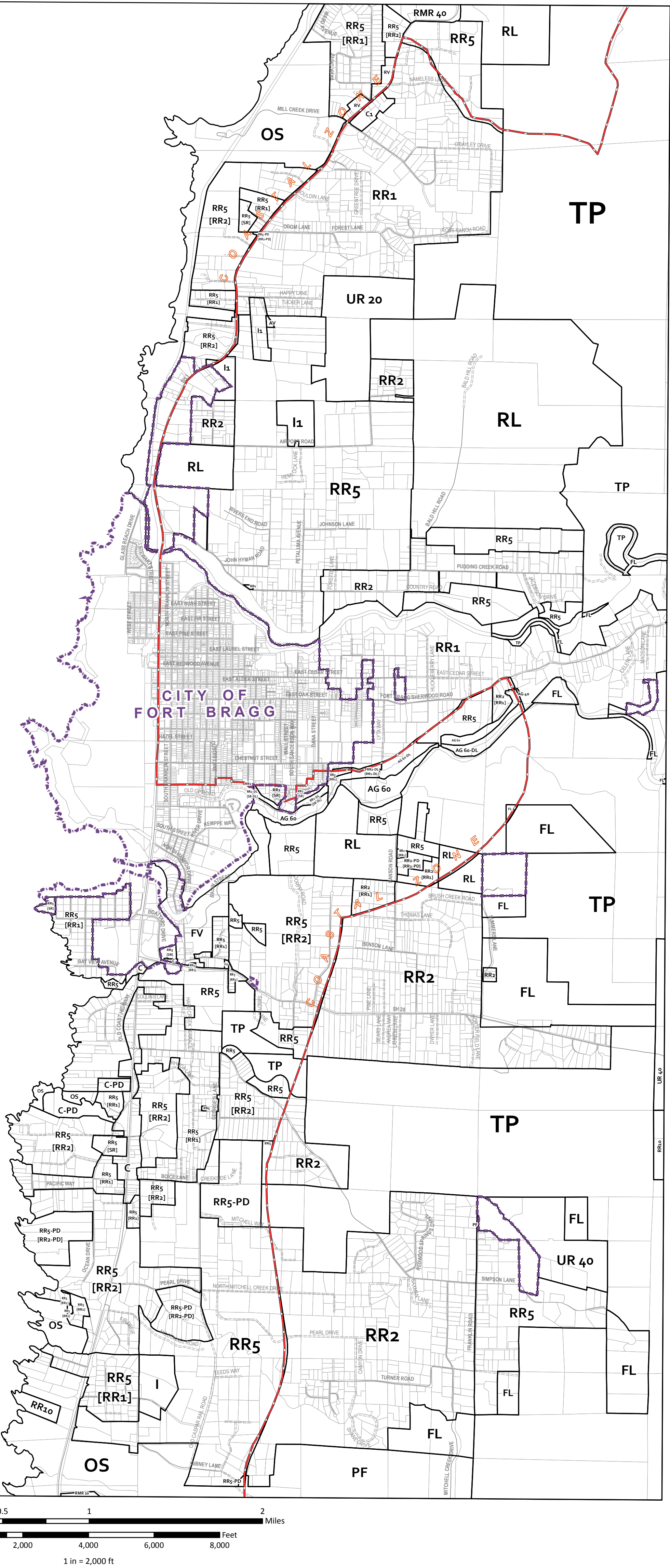
When recorded, mail to

Att: \_\_\_\_\_



# ZONING DISPLAY MAP

Note that under the County's current zoning map, the two smallest parcels created under the boundary line adjustment would be sub-standard parcels far below the zoning minimums applicable to the area.

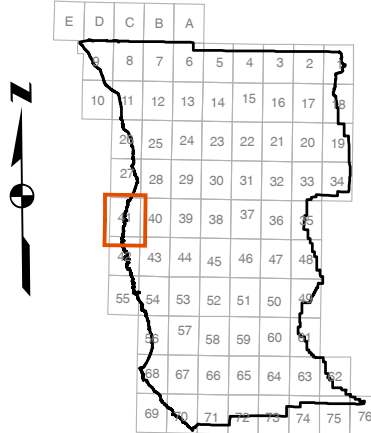


## ABBREVIATION KEY

AG	Agricultural Lands	I1-CR	Inland Limited Industrial (Contract Rezone)	UR-CR	Upland Residential (Contract Rezone)	MC	Mendocino Commercial
AG-CR	Agricultural (Contract Rezone)	I2	Inland General Industrial	UR-PD	Upland Residential (Planned Development)	MFL	Mendocino Forestland
AV	Airport District	OS	Open Space	R1	Single Family Residential	MMU	Mendocino Mixed-Use
C	Coastal Commercial	OS-CR	Open Space (Contract Rezone)	R2	Two Family Residential	MOS	Mendocino Open Space
C-PD	Coastal Commercial (Planned Development)	PI	Pinoleville Industrial	R3	Multi Family Residential	MPF	Mendocino Public Facility
C1	Inland Limited Commercial	PF	Public Facility	RMR	Remote Residential	MRM	Mendocino Multi-Family Residential
C1-CR	Inland Limited Commercial (Contract Rezone)	PF-PD	Public Facility (Planned Development)	RMR-DL	Remote Residential (Development Limitation)	MRR	Mendocino Rural Residential
C2	Inland General Commercial	RC	Rural Community	RMR-PD	Remote Residential (Planned Development)	MSR	Mendocino Suburban Residential
C2-CR	Inland General Commercial (Contract Rezone)	RC-CR	Rural Community (Contract Rezone)	RR	Rural Residential	MTR	Mendocino Town Residential
C2-IS	Inland General Commercial (Isolated Service)	RL	Rangeland	RR-CR	Rural Residential (Contract Rezone)	GPD	Gualala Planned Development
FL	Forestland	RL-PD	Rangeland (Planned Development)	RR-DL	Rural Residential (Development Limitation)	GVMU	Gualala Village Mixed Use
FV	Fishing Village	SR	Suburban Residential	RR-PD	Rural Residential (Planned Development)	GHMU	Gualala Highway Mixed Use
I	Coastal Industrial	TP	Timberland Production	RR-PD-DL	Rural Residential (Planned Development Limitation)	GI	Gualala Industrial
I1	Inland Limited Industrial	UR	Upland Residential	RV	Rural Village	RR_[RR_]	Variable Density Zone (see note below)

Zoning designations shown in [brackets] (coastal zone only) indicate 'variable density zones'. Per county code Sec. 3.8-10 in order to be developed to the smaller parcel size, areas indicated on the map as having a variable density zoning classification shall be required to be served by a public water system which utilizes surface waters, and which does not impact upon the ground water resource, or by completion of a hydrological study which supports those greater densities.

## FORT BRAGG USGS QUADRANGLE BASE



ZONING DISPLAY MAP



PRODUCED 2016  
MENDOCINO COUNTY  
PLANNING & BLDG. SVCS.  
**THIS IS NOT AN ADOPTED MAP**  
FOR DISPLAY PURPOSES ONLY  
Print Date: 11/8/2016





## MENDOCINO COUNTY BOARD OF SUPERVISORS PLANNING APPEAL FORM

Appeals must be received in the Executive Office within the appeal period, 10 days from the date of the hearing\* (post-marks will NOT be accepted). The Clerk of the Board or Planning and Building Services will verify appeal fee amounts\*. The appeal fee must accompany the appeal letter/form in order to be considered valid.

*\*Verify with Planning and Building Services or with the Clerk of the Board of Supervisors*

Date Appeal Submitted*: _____	Appeal Fee*: \$ _____ <input type="checkbox"/> Verified <input type="checkbox"/> Receipt Generated
Case No.: _____	Applicant: _____
Heard by: _____ Source: Planning Commission • MHRB • Zoning Administrator • Administrative (Planning) • Coastal Permit Administrator	Hearing Date: _____

Printed Name, Address, and Phone No. of Appealing Party:

Dr. William Schieve c/o Attorney Colin Morrow

45060 Ukiah St., 2nd Fl., P.O. Box 1214

Mendocino, CA 95460

( 707 ) 380 - 1070 (emailed courtesy copies of any correspondence  
are respectfully requested at cmorrow@vmm-law.com)

Basis for Appeal (*Please provide sufficient detail to describe the nature of the appeal. Letters describing appeal may also be attached*):

As more particularly described in the attached appeal letter and pages attached thereto, the

Coastal Permit Administrator erred, exceeded its authority, failed to proceed in a manner required by

law, and/or abused its discretion in approving Boundary Line Adjustment application B\_2017-0043

(filed 6/30/2017) on behalf of owner WM Partnership LLC & Travis Swithenbank ("BLA") because the


BLA, as approved, results in the creation of additional lots or parcels under Government Code

section 66424, which is contrary to Government Code section 66412, subdivision (d) and Mendocino

County Code section 17-17.5. Specifically, because the BLA will be junior to two separate deeds of

trust encumbering separate existing parcels, the BLA will result in four different combinations of fee

interests and security interests.

  
Signature

**Submit completed form to:**

Mendocino County Clerk of the Board  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
(707) 463-4221

**Fee made out to :**

County of Mendocino

**Staff Use:**

- ☐ Obtain Agenda for meeting/appeal verification  
(*distribute with appeal form to all parties listed below*)
- ☐ Appeal period verified and confirmed
- ☐ Appeal fee verified and confirmed
- ☐ Form distribution completed/Date Stamp form
- ☐ Copy of receipt and check attached to original  
appeal form and provided to DCOB
- ☐ Other \_\_\_\_\_

Distribute: Planning & Building Services (& Coast office, if applicable); District Supervisor; County Counsel; copy to BOS meeting-pending file (COB); Original to Planning Appeals Folder (DCOB); Note: If project is considered to be 'county-wide', copy to all BOS

Revised 7/11/11 - COB\Departmental Procedures\Planning\Planning Appeal Form.doc



# VANNUCCI MOMSEN MORROW

Attorneys at Law  
An Association of Sole Practitioners

---

Philip M. Vannucci  
Brian S. Momsen  
The Hofman Building  
308 S School St., 1st Fl.  
Ukiah, CA 95482  
Phone: 707.462.0900  
Email: pvannucci@vmm-law  
Email: bmomsen@vmm-law.com

Colin W. Morrow  
The Penny Farthing Building  
45060 Ukiah St., 2nd Fl.  
P.O. Box 1214  
Mendocino, CA 95460  
Phone: 707.380.1070  
Email: cmorrow@vmm-law.com

April 16, 2021

## VIA PERSONAL DELIVERY

Mendocino County Clerk of the Board  
Mendocino County Board of Supervisors  
501 Low Gap Rd., Rm. 1010  
Ukiah, CA 95482  
(bos@mendocinocounty.org)

Re: Dr. William Schieve's Appeal of the Coastal Permit Administrator's April 8, 2021 Decision Approving Boundary Line Adjustment Application No. B\_2017-0043

To the Board of Supervisors and the Clerk of the Board:

Dr. William Schieve, through counsel, respectfully appeals the Coastal Permit Administrator's April 8, 2021 decision approving boundary line adjustment number B\_2017-0043 (filed 6/30/2017), which was submitted on behalf of WM Partnership, LLC & Travis Swithenbank. This appeal is under Mendocino County Code section 20.544.015 and any other related code sections or ordinances.

Dr. Schieve owns and resides upon a parcel that directly abuts one of the parcels that the boundary line adjustment seeks to modify. While Dr. Schieve has broad environmental concerns about a future subdivision that this boundary line adjustment is intended to exclude from California Coastal Commission review, the basis for this appeal is narrowly confined to a single issue. Namely, the application—as submitted and as approved—would result in the creation of additional lots or parcels as those terms are broadly defined under Government Code section 66424.

Because of this, the Coastal Permit Administrator erred, exceeded its authority, failed to proceed in a manner required by law, and/or abused its discretion in approving the boundary line adjustment. The specific factual and legal reasoning that leads to this conclusion is detailed below.



The exclusion from the Subdivision Map Act ordinarily applicable to boundary line adjustments is found in Government Code section 66412, subdivision (d). Among these constraints is that a boundary line adjustment cannot create “a greater number of parcels than originally existed.” Mendocino County Code section 17-17.5 similarly constrains any boundary line adjustment as “not for the purpose of creating an additional lot or parcel.”

The definition of a “lot” or “parcel” for purposes of the Subdivision Map Act is broad. Under Government Code section 66424:

“Subdivision” means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease, *or financing*, whether immediate or future.

(Emphasis added.)

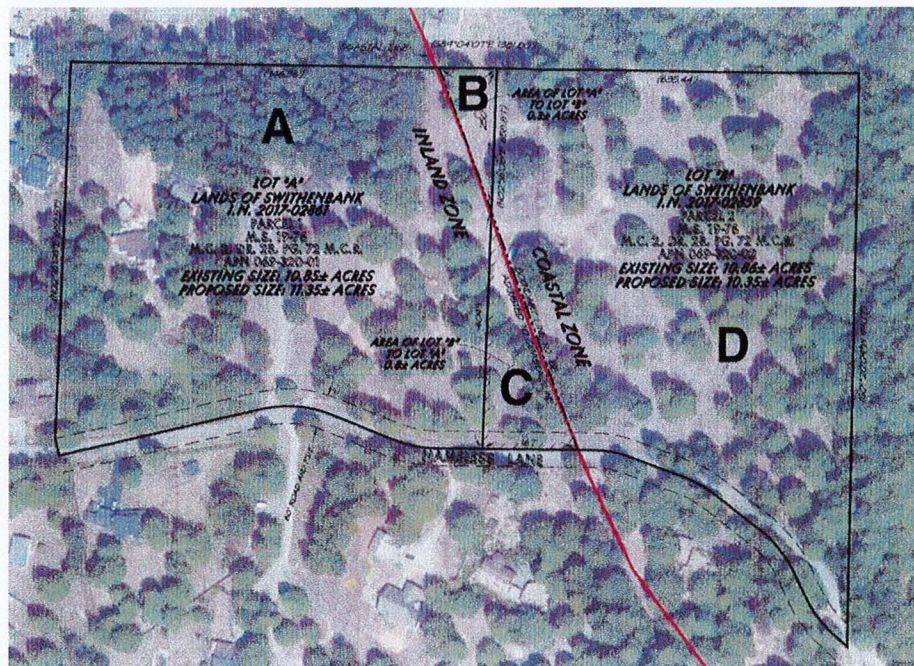
This definition has routinely and consistently been broadly construed. Especially pertinent here—without limitation—is that the act of creating multiple deeds of trust upon different portions of a parcel or unit of land constitutes a division of land within the meaning of a “subdivision” under this section. (58 Op.Atty.Gen. 408 (1975); *see also* Miller & Starr, 7 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 20:3 [“A ‘subdivision’ within the Act also includes any “division” of land for purposes of financing.”].)

The reason this is pertinent here does require an examination of the relevant parcels and their encumbrances. APN 069-320-01 (“Tract One”) is owned by WM Partnership, LLC (“WM Partnership”) subject to a deed of trust recorded in Official Records as 2019-06260 stating that it secures an indebtedness in favor of beneficiary Summit State Bank (“Summit”). APN 069-320-02 (“Tract Two”) is owned by Travis Swithenbank (“Swithenbank”) subject to a deed of trust recorded in Official Records as 2019-00113 stating that it secures an indebtedness in favor of beneficiary Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005 (collectively “Perry”).

Accordingly, if the BLA is processed, the BLA will be subject—or “junior”—to existing senior security interests that will span and divide the newly adjusted fee interests. Such a boundary line adjustment will result in four parcels or lots—each with a sperate combination of fee and security interests—as those terms are broadly defined under the Subdivision Map Act.

This may be easier shown in a figure than by words. The figure appearing on the following page—based of a figure provided the applicants themselves—illustrate this problem:





The labels of A, B, C, and D on the above figure illustrate that under the broad definition of a lot, parcel, and/or subdivision under the Subdivision Map Act, four parcels will exist:

**A** represents the portion of the proposed new Tract One that will be subject to the Summit deed of trust.

**B** represents the portion of the proposed new Tract Two that will be subject to the Summit deed of trust.

**C** represents the portion of the proposed new Tract One that will be subject to the Perry deed of trust.

**D** represents the portion of the proposed new Tract Two that will be subject to the Perry deed of trust.

Dr. Schieve raised this problem before the Coastal Permit Administrator in a letter which is attached hereto *sans* certain exhibits which have been parsed for brevity.

It is also important to note that this is not just an academic problem. It has the potential for real world impacts. The purchaser at a foreclosure sale receives title that is free of all junior interests. The foreclosure sale eliminates all interests that were junior in priority to the deed of trust or mortgage; the title of the purchaser is not subject to such junior interests, even though they attached to the property before the foreclosure sale. Because of this, if at some point in the future one or both of the lenders were to foreclose anomalous results might occur.

If both lenders foreclosed, the boundary line adjustment would presumably still appear in county records (including assessor's maps), but no longer be in the chain of title.



An even more peculiar result would occur if one lender foreclosed, but not the other. For example, if this boundary line adjustment goes through, and then the Perry Deed of Trust were foreclosed upon, the purchaser at the trustee's sale would own portion "C" of the proposed new Tract One, and portion "D" of the proposed new Tract Two. In essence, one would have multiple owners controlling segments of a single legal parcel. This is presumably one of the reasons the drafters specifically included "the purpose of . . . financing within the language of Government Code section 66424.

Because this is not a mere boundary line adjustment, all the requirements of the Subdivision Map Act must be complied with, and the exclusion under Government Code section 66412, subdivision (d) cannot be employed.

Development in this county needs to occur responsibly. Part of responsible development is development that is faithful to the rule of law. Based upon the foregoing, Dr. William Schieve respectfully prays that the Mendocino County Board of Supervisors exercise its authority to reverse the decision of the Coastal Zone Administrator and deny boundary line application number B\_2017-0043.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Colin Morrow', with a long horizontal flourish extending to the right.

Colin Morrow  
Attorney for Dr. William Schieve

CC: Client



# VANNUCCI MOMSEN MORROW

Attorneys at Law  
An Association of Sole Practitioners

---

Philip M. Vannucci  
Brian S. Momsen  
The Hofman Building  
308 S School St., 1st Fl.  
Ukiah, CA 95482  
Phone: 707.462.0900  
Email: pvannucci@vmm-law  
Email: bmomsen@vmm-law.com

Colin W. Morrow  
The Penny Farthing Building  
45060 Ukiah St., 2nd Fl.  
P.O. Box 1214  
Mendocino, CA 95460  
Phone: 707.380.1070  
Email: cmorrow@vmm-law.com

April 6, 2021

## VIA EMAIL ONLY

County of Mendocino  
Department of Planning and Building Services  
860 North Bush St.  
Ukiah, CA 95482  
(pbs@mendocinocounty.org)

Re: Hearing Date & Time: April 8, 2021 @ 11:00 AM  
Case Number: B 2017-0043  
Date Filed: 6/30/2017  
Owner: WM Parentship, LLC & Travis Swithenbank  
Applicant: Vance Ricks  
Agent: Jim Ronco  
Staff Planner: Mark Cliser  
Re: Demand for Denial of Boundary Line Adjustment Application

To whom it may concern:

### I. Introduction

I represent Dr. William Schieve, and I write on behalf of him in my capacity as his attorney. Dr. Schieve is a resident of Mendocino County. Dr. Schieve resides at—and owns the real property located at—32880 Nameless Lane in the northern Cleone area Fort Bragg, California. Dr. Schieve's real property directly abuts one of the parcels subject to the above referenced boundary line adjustment application. Dr. Schieve wholly objects to the approval of the boundary line adjustment application referenced above, including for the reasons described herein and based upon any and all other reasons that may be raised by other opponents in the course of the review of the above referenced application.

Very generally, the Nameless Lane community and real properties subject to this application straddle the Coastal Zone boundary. The area possesses only marginal water resources. At least seventy-three species of sensitive flora and forty-three species of sensitive fauna can reasonably be expected to be found in the vicinity of the area. There facts are contained in documents attached hereto as Exhibit A that the applicant himself has submitted to

the California Coastal Commission. Nameless Lane is a small private road only twenty feet in width that connects to Highway One at a T-shaped intersection lacking any turn pocket. There is no other route in ingress or egress serving the community. Residents depend upon individual groundwater wells, but a Department of Water Resources survey excerpts of which are attached hereto as Exhibit B not that among other things, “[n]orth of Cleone . . . terrace deposits are generally less than 10 m (33 ft) thick, discontinuous, and less dependable as sources of usable groundwater.” This report also notes that there may be a concealed hinge fault located in the area.

For the reasons described below, and any other arguments that may be raised in relation to this matter, the above referenced boundary line adjustment should not—and cannot—be approved.

## **II. The Purported Boundary Line Adjustment, As Proposed, Would Impermissibly Result in the Creation of New Parcels Within the Meaning of the Subdivision Map Act**

The exclusion from the Subdivision Map Act ordinarily applicable to boundary line adjustments is found in Government Code section 66412, subdivision (d). Among the constraints in this subdivision is that a boundary line adjustment cannot create “a greater number of parcels than originally existed.” Mendocino County Code section 17-17.5 similarly constrains any boundary line adjustment as “not for the purpose of creating an additional lot or parcel.”

The definition of a lot or parcel for purposes of the Subdivision Map Act is broad. Under Government Code section 66424:

“Subdivision” means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease, *or financing*, whether immediate or future.

(Emphasis added.)

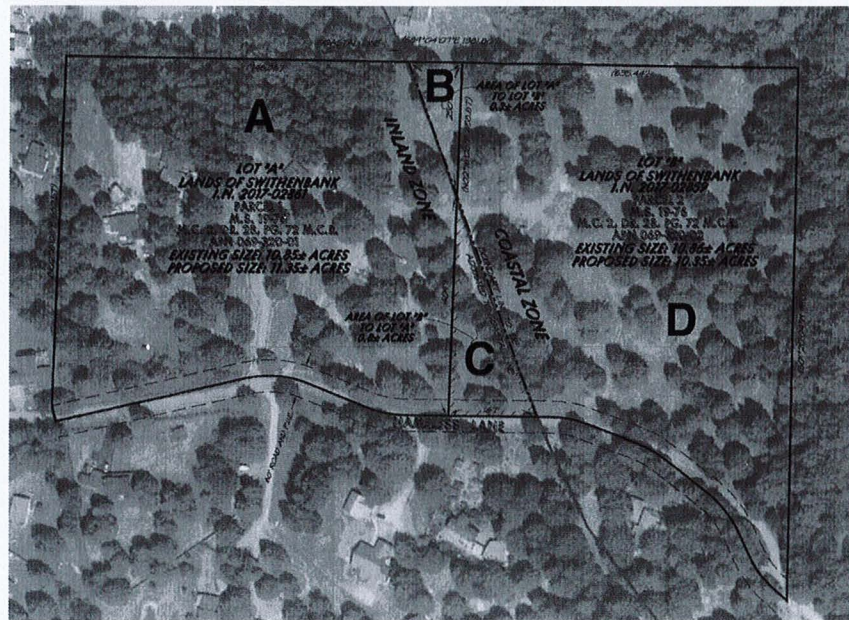
This definition has routinely and consistently been broadly construed. Especially pertinent here—without limitation—is that the act of creating multiple deeds of trust upon different portions of a parcel or unit of land constitutes a division of land within the meaning of a “subdivision” under this section. (58 Op.Atty.Gen. 408 (1975); *see also* Miller & Starr, 7 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 20:3 [“A ‘subdivision’ within the Act also includes any “division” of land for purposes of financing.”].)

Here, as demonstrated by the preliminary title report attached hereto as Exhibit C, APN 069-320-01 (“Tract One”) is owned by WM Partnership, LLC (“WM Partnership”) subject to a deed of trust recorded in Official Records as 2019-06260 stating that it secures an indebtedness in favor of beneficiary Summit State Bank (“Summit”). APN 069-320-02 (“Tract Two”) is owned by Travis Swithenbank (“Swithenbank”) subject to a deed of trust recorded in Official



Records as 2019-00113 stating that it secures an indebtedness in favor of beneficiary Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005 (collectively “Perry”).

Accordingly, even if WM Partnership and Swithenbank execute a deed to effectuate the boundary line adjustment, because that deed will be subject to the existing deeds of trust, such a boundary line adjustment will result in four parcels or lots as those terms are broadly defined under the Subdivision Map Act. The following figure—based of a figure provided in Swithenbank’s own application—illustrates as much:



The labels of A, B, C, and D on the above figure illustrate that under the broad definition of a lot, parcel, and/or subdivision under the Subdivision Map Act, four parcels will exist:

- A** represents the portion of the new Tract One that will be subject to the Summit deed of trust.
- B** represents the portion of the new Tract Two that will be subject to the Summit deed of trust.
- C** represents the portion of the new Tract One that will be subject to the Perry deed of trust.
- D** represents the portion of the new Tract Two that will be subject to the Perry deed of trust.

Put simply—at a bare minimum—to approve the boundary line adjustment as submitted would be contrary to both the Subdivision Map Act and the Mendocino County Code. The boundary line adjustment would improperly be creating additional and substandard parcels. The



County would not be proceeding in a manner required by law.

### **III. The Boundary Line Application Fails to Supply Required Information**

Mendocino County Code section 17-17.5 requires that a “tentative map of a proposed boundary line adjustment *shall* contain”—among other things—“[t]he approximate location of all existing or proposed easements together with the purpose thereof.” (Mendocino County Code section 17-17.5 & *id.* at subd. (E) (emphasis added).)

As the preliminary title report attached hereto as Exhibit C demonstrates, the subject parcels are burdened by, among other things, easements described in the deeds recorded at Book 40 of Deeds Page 543; Book 46 of Deeds Page 365; and Book 898 Page 163 of Deeds; as well as the subdivision map recorded at Map Case 2, Drawer 28, Page 72.

Copies of these instruments are collectively attached hereto as Exhibit D. Nevertheless, the only easement referenced in the boundary line adjustment application is the sixty-foot-wide road and public utility easement on Nameless Lane.<sup>1</sup> The subdivision map recorded at Map Case 2, Drawer 28, Page 72 specifically calls out that “[a]ll natural draws and creeks constitute a drainage easement being determined by the highwater mark plus five feet or a minimum width of twenty feet,” yet there is not an iota of information describing these easements in the boundary line adjustment application. Such easements may render vast swaths of the proposed boundary adjusted parcels unbuildable, but one cannot tell without the easements being depicted as required under the County of Mendocino’s own code. The easements described in the deeds recorded in Book 40 of Deeds Page 543 and Book 46 of Deeds Page 365 similarly appear to have been totally glossed over.

The Mendocino County Code is unequivocal as to it being required that these easements “shall” be described in the tentative map, but the applicant has failed to describe them. Accordingly, to approve the boundary line adjustment would be to fail proceed in a manner required by law.

### **IV. Approval of the Boundary Line Adjustment Is Not Exempt from CEQA; the County Is Engaging Impermissible Piecemealing**

The California Environmental Quality Act (“CEQA”) generally requires that a government project be subject to environmental review both to educate all sides as to potential environmental impacts and to consider appropriate mitigation measures. CEQA defines a “project” as a public action “which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (Pub. Res. Code § 21065.) “CEQA’s conception of a project is broad,” and “the term is broadly construed and

---

<sup>1</sup> Please note, however, that this easement—even though described as Nameless Lane—has only been developed as a far narrower twenty-foot-wide driveway and does not appear to meet the CalFire regulations attached hereto as Exhibit E.



applied in order to maximize protection of the environment.” (*Nelson v. County of Kern* (2010) 190 Cal.App.4th 252, 271.)

Here, it is plain that this is not a boundary line adjustment existing in isolation—which is all that categorical exemption 5a was ever intended to address. Instead, this application is part of a broader subdivision project that is indisputably not exempt from CEQA and will undoubtedly have effects on the environment. The entire project must be examined as a whole and cannot be piecemealed:

An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient EIR; the defined project and not some different project must be the EIR’s bona fide subject. . . . CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be . . . , premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process.

(*Burbank-Glendale-Pasadena Airport Authority v. Hensler* (1991) 233 Cal.App.3d 577, 592 [284 Cal.Rptr. 498, 506–507 (citations and quotation marks omitted); *see also Golden Door Properties, LLC v. County of San Diego* (2018) 27 Cal.App.5th 892, 905–906 [invalidating environmental planning document for taking piecemeal approach].)

Additionally, even where a CEQA exemption applies, there are also exceptions to the exemptions and the respondent, defendant, or real party in interest in any judicial proceeding that challenges an act will need to defend not just the exemption but all implied findings that the exceptions to the exemptions do not apply. (See Cal. Code Regs., tit. 14, § 15300.2; Miller and Starr, 8 Cal. Real Est. (4th Ed., Through Nov. 2020 Update) § 26:9.)

At least three exceptions to any CEQA exemptions are plainly present here: Location, cumulative impacts, and the presence of hazardous waste. (Cal. Code Regs., tit. 14, § 15300.2, subdivisions (a, b, & e).)

As to location, the County of Mendocino itself admits the project to be hydrologically connected to the Inglenook Fen watershed via an onsite wetland. The County of Mendocino itself explains that the Inglenook Fen is a Resource Area as designated by the California Natural Areas Coordinating Council and acknowledges that future development should be conditioned to establish buffer areas so that development does not encroach upon the wetland. The County of Mendocino itself also notes soils conducive to sensitive Bishop Pine forest and that Bishop Pines were noted on the site in question. Additional information on Inglenook Fen is described in the material attached hereto as Exhibit F.

As to cumulative impacts, this dovetails with the already mentioned subdivision and piecemealing. Traffic will increase, additional vehicle miles driven by residents of new



development will have greenhouse gas implications, the local water table that feeds neighbors' groundwater wells will be impacted, soil will be disturbed, flora and fauna will be impacted. The list goes on.

As to hazardous waste, there are unaddressed hazardous waste concerns in relation to the subject real property. Per the documents attached hereto as Exhibit G, in September 2010, the Mendocino County Air Quality Management ("MCEHD") district collected a soil sample at the subject real property that contained high diesel and motor oil concentrations. In December 2010, MCEHD issued an unauthorized release report for unpermitted activities involving crushing using heavy equipment of vehicles and appliances for metal scraping. This matter is still open and unremedied. Per Exhibit G, in February 2021 petroleum/hydrocarbon products were still present in the soil. Neighbors report a history of vehicle crushing operations on the subject real property, and such vehicles could have contained a multitude of contaminants. My client and the other real property owners in the area depend upon both groundwater wells for their domestic water and any plumes or other contamination within the water table are of paramount concern. Finally on the topic of hazardous waste—and dovetailing with the concerns of cumulative impacts and piecemealing—the only recent testing has been at the very surface of the soil. If the land is to be subdivided and developed, however, deeper plumes may be disturbed and caused to migrate. The impacts could affect not just human neighbors, but also the flora and fauna that call the area home. The research attached as Exhibit H demonstrates that metal contamination in soils can affect Bishop Pines, which are present in the area.

"[A] finding of categorical exemption cannot be sustained if there is a 'fair argument' based on substantial evidence that the project will have significant environmental impacts, even where the agency is presented with substantial evidence to the contrary." (*Banker's Hill, Hillcrest, Park West Community Preservation Group v. City of San Diego* (2006) 139 Cal.App.4th 249, 262, fn. 12 quoting *Fairbank v. City of Mill Valley* (1999) 75 Cal. App. 4th 1243.) "This unusual 'fair argument' standard of review over a public agency's decision has been characterized as setting a 'low threshold requirement for initial preparation of an EIR and reflects a preference for resolving doubts in favor of environmental review when the question is whether any such review is warranted.'" (*Georgetown Preservation Society v. County of El Dorado* (2018) 30 Cal.App.5th 358, 370 quoting *Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1316–1317.)

Finally on the subject of CEQA, this matter is not subject to the ministerial exemption. The County has already demonstrated discretion exists, the boundary line adjustment is part of a broader project, and—as discussed below—state statutes and local codes contemplate that the project must be found to comport with the general plan, and such a finding is necessarily discretionary.

In other words, relying upon a categorical exemption is the weakest CEQA approach to rely upon if a matter ends up in Court. It is the approach most likely to expose the County of Mendocino, Swithenbank, and WM Partnership to a court order compelling it to comply with CEQA and to pay the opposing party's legal fees.



#### **V. To Approve the Application Would Be Contrary to the General Plan**

“[T]he general plan has been aptly described as the constitution for all future developments within the city or county.” (*Orange Citizens for Parks & Recreation v. Superior Court* (2016) 2 Cal.5th 141, 152 [“*Orange*”] (citations and quotation marks omitted).) “The propriety of virtually any local decision affecting land use and development depends upon consistency with the applicable general plan and its elements.” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d at 553, 570 quoting *Resource Defense Fund v. County of Santa Cruz* (1982) 133 Cal.App.3d 800, 806.) “An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment;” (*Orange, supra*, 2 Cal.5th at p. 153 quoting Governor’s Office of Planning & Research, General Plan Guidelines (2003) p. 164.)

To approve this boundary line adjustment in the context of the applicant’s broader plan to subdivide real property for development would be contrary to Mendocino County’s General Plan. Moreover, Government Code section 66412, subdivision (d)—discussed above—specifically contemplates that body reviewing will consider whether a “lot line adjustment will conform to the local general plan.”

Mendocino County’s General Plan contemplates that part of the costal element is “[t]o preserve and maintain the character of the rural atmosphere and visual quality of” villages such as Cleone and other nearby communities. (General Plan, Costal Element, Chapter 2.2, Rural Village Land Use Classification.) The “principal permitted use” for parcels in rural coastal villages such as Cleone is “[o]ne dwelling unit per *existing* parcel and associated utilities and light agriculture.” (*Ibid.* (emphasis added).).

Expanded traffic pressure from a subdivision enabled by the boundary line adjustment may also run contrary to the Mendocino County General Plan’s specific acknowledgement of Public Resources Code section 30254’s requirement that “in rural areas of the coastal zone [Highway 1] remain a scenic two-lane road.” (General Plan, Costal Element, Chapter 3.8, Transportation, Utilities and Public Services.)

The applicable staff report also fails to adequately address Costal Element Policy 3.8-7. This policy requires that:

Land divisions and subdivisions creating new parcels or building sites or other proposed development, *including lot line adjustments*, mergers and issuance of conditional certificates of compliance shall be approved only where a community sewage disposal system with available capacity exists



and is obligated to provide service or where a satisfactory site for a sewage system exists. *Leach field approval shall require satisfactory completion of a site evaluation on the site of each proposed septic system.*

(Emphasis added.)

The plain reading of this policy is that before a boundary line adjustment can be processed in a coastal area such as Nameless Lane that does not have a community sewage disposal system then an actual site evaluation of any contemplated leach field must be completed prior to the boundary line adjustment. Per the subdivision map recorded at Map Case 2, Drawer 28, Page 72 “[t]he Division of Environmental Health has [long ago] determined that sub surface drainage may be required to assure proper functioning of sewage system disposal fields.” Nevertheless, the County is glossing over what it has already identified as being an issue.

#### **VI. Judicial Relief Will Be Sought If Necessary**

The County of Mendocino should not—and cannot—approve this boundary line adjustment application. The County would not be proceeding in a manner required by law for a plurality of separate and independent reasons. The County would be wantonly exposing itself, WM Partnership, and Swithenbank to a potential writ or declaratory relief action. A prevailing plaintiff attorney fee award under—without limitation—Code of Civil Procedure section 1021.5 inclusive of potential catalyst fees would almost be certain.

There is no guarantee that Swithenbank in his capacity as applicant will have the resources to actually indemnify the County of Mendocino for what could potentially prove a costly attorney’s fee award in favor of Dr. Schieve as a prevailing party and the County of Mendocino may be stuck footing the bill.

At the end of the day this unlawful boundary line adjustment is nothing more than an effort by WM Partnership and Swithenbank to do an end around longstanding protections coastal protections. WM Partnership and Swithenbank should not be allowed to make use of an unlawful boundary line adjustment in lieu of going through the coastal development permitting process. Law and pragmatism both compel the denial of the present application.

On behalf of my client, Dr. William Schieve, I respectfully ask that the present boundary line application be denied.

Respectfully submitted,



Colin Morrow

County of Mendocino  
Department of Planning and Building Services  
April 6, 2021  
Page 9 of 9

CC (email only):      Client  
                                 Concerned Neighbors of the Cleone Community

# EXHIBIT C





## Redwood Empire Title Company of Mendocino County

405 S. Orchard Avenue, P. O. Box 238

Ukiah, CA 95482

Phone: (707)462-8666 • Fax: (707)462-5010

Our No.: 20210736AP

Your No.:

Seller: Owner of Record

Buyer:

When replying Please Contact:

ESCROW OFFICER: Adriane Pardini

apardini@redwoodtitle.com

### PRELIMINARY REPORT

Property Address: **32800 and 32700 Nameless Lane, Fort Bragg, CA 95437**

In response to the above referenced application for a policy of title insurance, **Redwood Empire Title Company of Mendocino County** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 17, 2021 at 07:30 AM.

Steve Burlesci  
Chief Title Officer

sburlesci@redwoodtitle.com

The form of policy of title insurance contemplated by this report is:

ALTA 2006 Extended Loan Policy

CLTA Standard 1990 Owners Policy

Underwritten by Old Republic National Title Insurance Company

## **SCHEDULE A**

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:

a Fee

2. Title to said estate or interest at the date hereof is vested in:

WM Partnership, LLC, a California Limited Liability Company, as to Tract One; Travis Swithenbank, an unmarried man, as to Tract Two

3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

Tract One:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-01

Tract Two:

Parcel 2, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-02



## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, a lien not yet due or ascertainable.
2. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows  
Assessor's Parcel No.: 069-320-02  
Code No.: 076-013  
1st Installment: \$676.07, Paid  
2nd Installment: \$676.07, Unpaid
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
4. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: June 28, 1887 in Book 40 of Deeds, Page 543  
For: road and public utilities
5. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: January 30, 1889 in Book 46 of Deeds, Page 365  
For: road and public utilities
6. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: August 29, 1972 in Book 898, Page 163 of Official Records  
For: roadway and public utilities
7. Easements, building setback lines, notations and/or recitals as shown or provided for on the map referred to in the legal description.
8. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,  
Amount : \$100,000.00  
Trustor/Borrower : Travis Swithenbank, an unmarried man  
Trustee: Redwood Trust Deed Services  
Beneficiary/Lender: Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005  
Dated: December 14, 2018  
Recorded: January 3, 2019 as 2019-00113 of Official Records  
  
Affects Tract Two
9. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,  
Amount : \$500,000.00  
Trustor/Borrower : WM Partnership, LLC, a California Limited Liability Company  
Trustee: Redwood Empire Title Company of Mendocino County  
Beneficiary/Lender: Summit State Bank  
Dated: May 22, 2019  
Recorded: May 31, 2019 as 2019-06260 of Official Records  
  
Affects Tract One

10. Prior to the issuance of any policy of title insurance, the Company will require the following with respect to WM Partnership, LLC, a California Limited Liability Company:
  - a. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
  - b. A certified copy of its Articles of Organization (LLC-1), any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10).
  - c. Recording a certified copy of said LLC-1 and any "amendments thereto".

**END OF SCHEDULE B**

**INFORMATIONAL NOTES:**

1. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows  
Assessor's Parcel No.: 069-320-01  
Code No.: 076-013  
1st Installment: \$3,419.47, Paid  
2nd Installment: \$3,419.47, Paid
2. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows: NONE

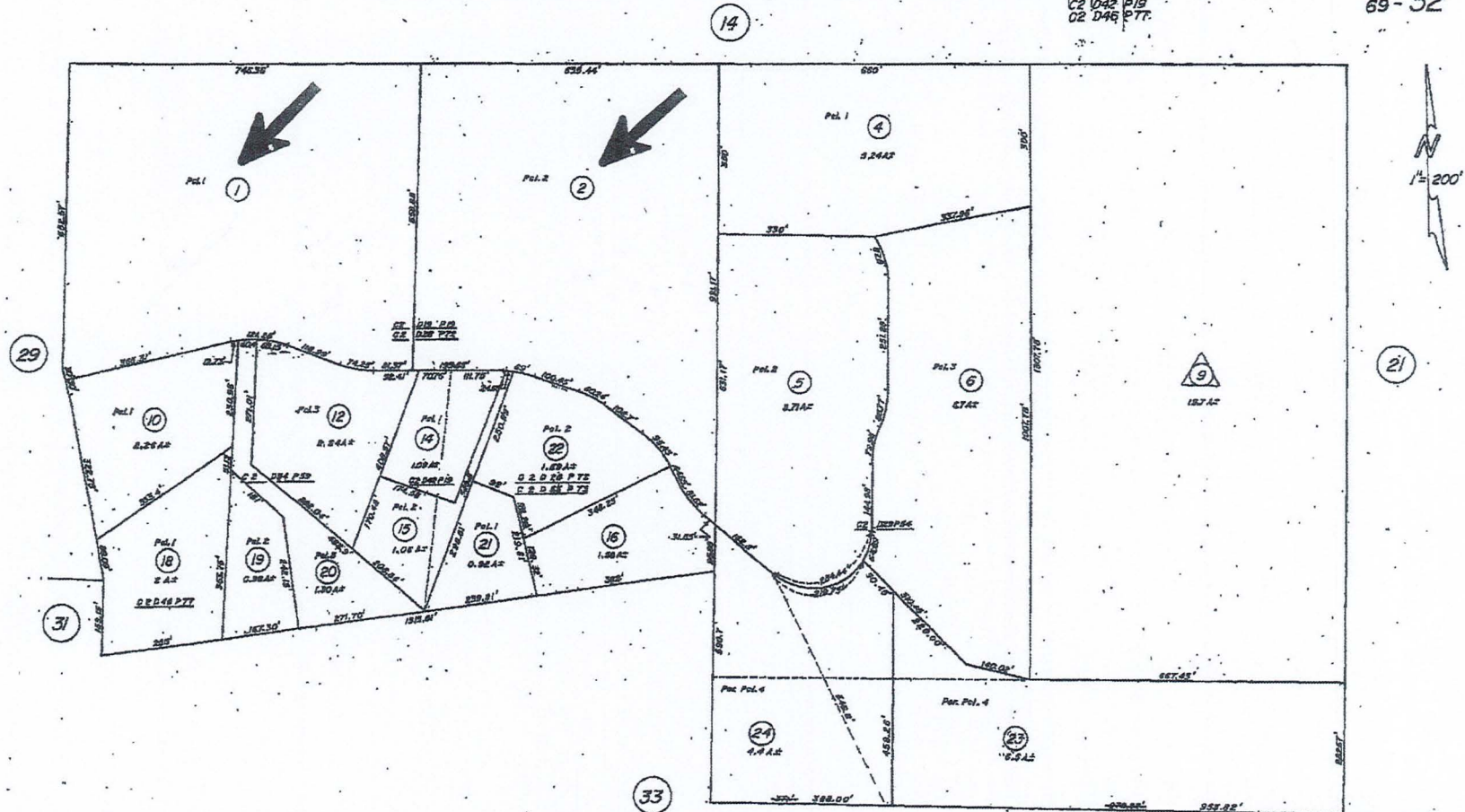


Por. of N1/2 of SE1/4 of Sec. 20 T.19N. R.17W. M.D.B.&M.

Ref. Map C2 D19 P19  
" " C2 D28 P72  
C2 D29 P54  
C2 D34 P59  
C2 D42 P19  
C2 D46 P77.

76-013

69-32



"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated.

NOV 03 2004  
Assessor's Map  
County of Mendocino, Calif.  
September, 1982



**CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.



3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

#### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



**Privacy Statement**  
**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Redwood Empire Title Company  
P.O. Box 238  
Ukiah, CA 95482

**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

# EXHIBIT D



RECORDATION REQUESTED BY:

2019-06260  
Recorded at the request of  
REDWOOD EMPIRE TITLE  
05/31/2019 03:11 PM  
Fee: \$121.00 Pgs: 1 of 12

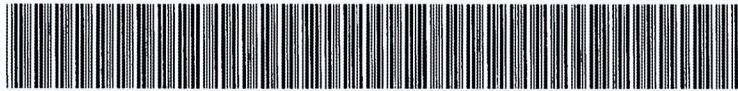
OFFICIAL RECORDS  
Katrina Bartolomie - Clerk-Recorder  
Mendocino County, CA



WHEN RECORDED MAIL TO:

Summit State Bank  
P.O. Box 6188  
500 Bicentennial Way  
Santa Rosa, CA 95406

FOR RECORDER'S USE ONLY



\*\*\*\*\*034005222019LN01\*

### DEED OF TRUST

THIS DEED OF TRUST is dated May 22, 2019, among WM Partnership, LLC, a California Limited Liability Company, whose address is 18631 N. Highway 1, Fort Bragg, CA 95437 ("Trustor"); Summit State Bank, whose address is P.O. Box 6188, 500 Bicentennial Way, Santa Rosa, CA 95406 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Redwood Empire Title Company of Mendocino County, whose address is 405 S. Orchard Avenue, Ukiah, CA 95482 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Mendocino County, State of California:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 32800 Nameless Lane, Fort Bragg, CA 95437. The Assessor's Parcel Number for the Real Property is 069-320-01.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any





\*#####034005222019LN02\*

## DEED OF TRUST (Continued)

Page 2

Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment,





\*#####034005222019LN03\*

## DEED OF TRUST (Continued)

Page 3

Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of





\*\*\*\*\*034005222019LN04\*

## DEED OF TRUST (Continued)

Page 4

any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

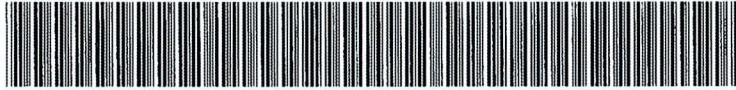
**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or





\*#####034005222019LN05\*

## DEED OF TRUST (Continued)

Page 5

continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the





\*#####034005222019LN06\*

## DEED OF TRUST (Continued)

Page 6

basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve





\*#####034005222019LN07\*

## DEED OF TRUST (Continued)

Page 7

without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Mendocino County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered,





\*#####034005222019LN08\*

## DEED OF TRUST (Continued)

Page 8

when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**ADDITIONAL PROVISION.** Without limiting the generality of the subparagraph above captioned "Compliance with Governmental Requirements," Trustor shall not use or permit the use of all or any portion of the Real Property for, or lease or agree to lease all or any portion of the Real Property to a tenant engaged in, the operation of any marijuana- or cannabis-related business, including, without limitation, the growing, cultivation, manufacturing, distribution or selling of marijuana, in violation of federal, state or local law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

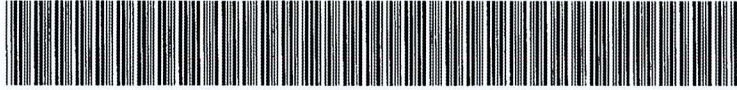
**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words





\*#####034005222019LN09\*

## DEED OF TRUST (Continued)

Page 9

and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Summit State Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means WM Partnership, LLC, a California Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Summit State Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated May 22, 2019, **in the original principal amount of \$500,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

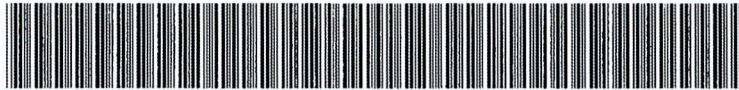
**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means Redwood Empire Title Company of Mendocino County, whose address is 405 S. Orchard Avenue, Ukiah, CA 95482 and any substitute or successor trustees.





\*#####034005222019LN10\*

# DEED OF TRUST (Continued)

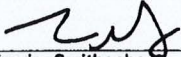
Page 10

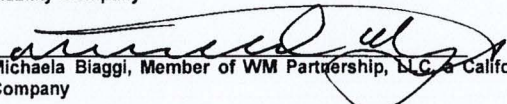
Trustor. The word "Trustor" means WM Partnership, LLC, a California Limited Liability Company.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

WM PARTNERSHIP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By:   
Travis Swithenbank, Member of WM Partnership, LLC, a California Limited Liability Company

By:   
Michaela Biaggi, Member of WM Partnership, LLC, a California Limited Liability Company

## CERTIFICATE OF ACKNOWLEDGMENT

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 )  
 ) SS  
COUNTY OF Mendocino )

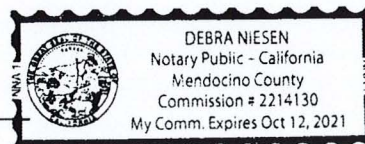
On 5-23-19, 20\_\_\_\_, before me, Debra Niesen - Notary Public,  
(here insert name and title of the officer)

personally appeared Travis Swithenbank and Michaela Biaggi, 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   
Debra Niesen



(Seal)





\*#####034005222019LN11\*

**DEED OF TRUST  
(Continued)**

**Page 11**

---

---

**(DO NOT RECORD)**  
**REQUEST FOR FULL RECONVEYANCE**  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

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

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Escrow No.: 20190695DN  
Title Order No.:

### **EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records.

APN: 069-320-01



Recording Requested By  
Redwood Empire Title

When Recorded Mail To  
First Equity  
528 S. Main St.  
Fort Bragg CA 95437

Title Order No. 20181262CW

2019-00113  
Recorded at the request of  
REDWOOD EMPIRE TITLE  
01/03/2019 10:35 AM  
Fee: \$103.00 Pgs: 1 of 6

OFFICIAL RECORDS  
Susan M. Ranochak - Clerk-Recorder  
Mendocino County, CA



Space above this line for recorder's use

## DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 201701738

This Deed of Trust, made this **14th** day of **December 2018**, among the Trustor, **Travis Swithenbank, an unmarried man** (herein "Borrower"), **Redwood Trust Deed Services** (herein "Trustee"), and the Beneficiary, **Richard L. Perry, Jr. and Dorothy L. Perry, Trustees of the Richard L. Perry, Jr. and Dorothy L. Perry Living Trust dated March 1, 2005, Who's address is: PO Box 1639, Pilikoa St. Hanalei, HI 96714** (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

### GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Mendocino**, State of California: **Parcels 2, as numbered and designated upon the Parcel Map of Minor Subdivision No. 18-76, filed July 1, 1976 in Map Case 2, Drawer 28, Page 72, Mendocino County Records**

APN: **069-320-02**, which has the address of **32700 Nameless Ln. Fort Bragg CA 95437** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

### THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **12/14/2018**, in the principal sum of U.S. **\$100,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.**

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:



**1. Payments of Principal and/or Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

**2. Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Prior Mortgages and Deeds of Trust; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.



If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), **First Equity, 528 S. Main St. Fort Bragg CA 95437** or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. This Deed of Trust shall be governed by the Laws of the State of California.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

**16. Lender's Right to Require The Loan to be Paid Off Immediately.** If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or



a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:**

**17. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**18. Default.** Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

**19. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**20. Reconveyance.** Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

**21. Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Request for Notices.** Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

**23. Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS**



**24. Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

**25. Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Travis W. Swithenbank 12/27/18  
Borrower Date Borrower Date

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 MENDOCINO

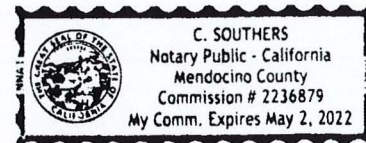
On DEC. 27, 2018 before me, C. SOUTHERS, NOTARY PUBLIC,  
personally appeared TRAVIS W. SWITHENBANK

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.

C. SOUTHERS  
Signature



(Seal)

### REQUEST FOR FULL RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and

this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
Signature of Beneficiary (the "LENDER")

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Beneficiary (the "LENDER")

\_\_\_\_\_  
Date

When recorded, mail to

Att: \_\_\_\_\_



July 13, 2021

Dear Board of Supervisors:

I live in the Cleone community adjacent to a proposed major subdivision by developer Travis Swithenbank. On April 8, 2021, a hearing was held with the Coastal Permit Administrator for a Boundary Line Adjustment, Cas B\_2017-0043. Many neighbors wrote in and spoke at the meeting. I disagree with the CPA'S RULING ON THIS MATTER AND FULLY SUPPORT DR. BILL SCHIEVE'S APPEAL TO THE BOARD OF SUPERVISORS.

Please give Dr. Schieve's appeal your utmost and thoughtful attention and find support for Attorney Colin Morrow's legal objections.

Thank you.

/s/

Barbara Williams

Dear Supervisor Dan Gjerde and Mendocino Board of Supervisors: I live in Cleone, directly below the area of a proposed major subdivision by developer Travis Swithenbank. A hearing was held on April 8, 2021 with the Coastal Permit Administrator for a boundary line adjustment (Case B\_2017-0043). Please reconsider the CPA's ruling on this matter. Please give the appeal of Dr. Bill Schieve your careful and thoughtful attention relative to the concern of the neighbors in this community.

Thank you – Eleanor Harvey

Dear Board of Supervisors,

We live on Mill Creek Drive, just one street south of Travis Swithenbank's proposed major subdivision on Nameless Lane (Case S\_2017-0003). At the hearing on April 8, 2021, the Coastal Permit Administrator approved the Boundary Line Adjustment (Case B\_2017-0043) despite the feedback of many neighbors requesting its denial, including our own letter of support for Concerned Neighbors of the Cleone Community (CNCC) submitted at the time. We strongly disagree with the CPA's ruling and fully support Dr. Bill Schieve's appeal to the Board of Supervisors.

We request your thoughtful consideration of the legal objections brought by attorney Colin Morrow in the appeal, and urge you to act in favor of reversing the Boundary Line Adjustment decision handed down earlier this year. The two applications - Boundary Line Adjustment and Major Subdivision - work hand-in-hand. They are not separate in their intent nor their final consequences and it is imperative that the Board of Supervisors take everything into consideration.

As residents of Cleone, we urge your support in our efforts to protect our neighborhood. A Boundary Line Adjustment in order to build a major new development on Nameless Lane is definitely not in the best interests of your constituency; it jeopardizes not only our safety and security, but threatens the natural beauty, quiet, and essential character of our rural neighborhood. It is imperative that the Board of Supervisors works for the health and well being of our community, keeping in mind our diminishing water resources, increasing fire danger, and the preservation of biodiversity in our dwindling open spaces .

Thank you for your consideration,

Yolanda B. and Bruce A. Fletcher

Dear Board Members;

As residents and homeowners in Cleone, we support Dr. William Schieve's appeal regarding the boundary line adjustment ruling on April 8th. In spite of the approval by the Coastal Permit Administrator, neighborhood objections to Swithenbank's applications are legitimate. You cannot separate the boundary line adjustment application from the subdivision application as one cannot happen without the other. Please give Dr. Schieve's appeal, and legal objections from his attorney, Colin Morrow your attention, and consider what's best for all the people involved; neighbors, homeowners, and not just one developer.

Thank you,

Mary M. Meline  
Royce Peterson



Dear Board of Supervisors,

We live on Nameless Lane in the Cleone community adjacent to a proposed major subdivision by developer Travis Swithenbank. On April 8, 2021, a hearing was held with the Coastal Permit Administrator for a Boundary Line Adjustment, case B\_2017-0043. We disagree with the CPA's ruling on this matter and fully support Dr. Bill Schieve's appeal to the Board of Supervisors. Please give Dr. Bill Schieve's appeal your thorough consideration and acknowledge the many legal objections to the boundary line adjustment that his attorney presents.

Thank you,

Nicole and William Martensen

Dear Supervisor Dan Gjerde and Mendocino Board of Supervisors:

As a member of a large neighborhood group – Concerned Neighbors of the Cleone Community (CNCC) – I am **strongly opposed** to the proposed Boundary Line Adjustment (BLA) request from Travis Swithenbank (B\_2017-0043) and I urge the Board of Supervisors to deny this request.

On April 8, 2021, a hearing was held with the Coastal Permit Administrator for the BLA and many neighbors wrote in and spoke in opposition to this application. Planning argued that our concerns, while warranted, were not applicable to a Boundary Line Adjustment. I believe otherwise and I would like to express why.

#### **INTENT**

The applicant's BLA request should be seen as part of one entire project. The two applications work hand-in-hand. They are not separate in their intent nor their final consequences.

In Mark Cliser's staff report on page 4, Chronology, he states:

*"The application for the Boundary Line Adjustment was submitted on June 30, 2017 in conjunction with Subdivision application S\_2017-0003. The intent was to process both projects simultaneously."*

Planning states that Mr. Swithenbank eventually decided to process the BLA application first and these two applications are separate entities yet everyone knows one would not happen without the other. Most importantly, the applicant's INTENT has been clear from the beginning.

Your consideration of this Boundary Line Adjustment should not be taken out of context to the whole project. And the whole project and applicant's history is fraught with illegalities, omissions, violations and a stunning lack of environmental sustainability or best practices with the adjacent neighborhood. The BLA is a component of the proposed development and as a resident of Cleone, I implore your support to protect our neighborhood.

#### **LOCAL GENERAL PLAN & COASTAL LAND USE PLAN**

On page 2 of Planning's Staff Report, Gov. Code section 66412, subdivision (d) ... "A local agency or advisory agency shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to the local general plan, any applicable specific plan, any applicable coastal plan and zoning and building ordinances."

Cleone is a designated Rural Village in Mendocino County's Land Use Plan – Coastal Element and this project runs contrary to these plans--Chapter 2-2.2 Map Designations, Chapter 2.2 Intent, Chapter 3-3.1 Habitats and Natural Resources and Chapter 3.9-1 Locating and Planning New Development.

Addressing LUP's own written criteria: Is there a community's desire for this amount and rate of growth? NO. Will there be any significant adverse effects on coastal resources? YES. Does water and sewage disposal capacity exist? NO. Is the proposed development consistent with all applicable policies of this Coastal Element? NO.

In conclusion, this BLA request is an effort on the applicant's part to not be encumbered by Coastal Zone policies so he can build as many lots as possible for a major subdivision in a designated rural community, no matter what type of damage is done to the environment nor the surrounding residential neighborhood.

I request the Board of Supervisor's thoughtful consideration of the legal objections brought by attorney Colin Morrow, as well as opposing BLA neighborhood arguments and therefore strongly urge you to deny the Boundary Line Adjustment.

Thank you.

Carla Sarvis, Chair CNCC

Cleone, CA 95437

CNCC Members: Nicole and William Martensen, Elizabeth O'Hara, Dr. Stephen Lane, Nan Halstead, Dr. Bill Schieve, Anita and John Griffith, Barbara and John Williams, Royce Peterson, Mary Meline, Larry Dockins, Jane and Keith Oglesby, Eleanor Harvey, Alan Wilburn.

CNCC Supporters: Brian Colato, Frank Gyselinck, Margaret Lacuaniello, Yolanda and Bruce Fletcher, Mike Higgins, Randy Poe, Steve Sabus, Fred Wright.

Dear Board of Supervisors: I live in the Cleone community, just north of a proposed subdivision by developer Travis Swithenbank. On April 8, 2021, a hearing was held with the Coastal Permit Administrator for a Boundary Line Adjustment, (case B\_2017-0043), where many community members wrote in or spoke.

I disagree with the CPA's ruling on this matter and fully support Dr. Bill Schieve's appeal to the Board of Supervisors. Please give his appeal your thoughtful attention and find support for Attorney Colin Morrow's legal objections.

Thank you,  
Jane & Keith Oglesby



Honorable Board of Supervisors:

I live in Cleone directly across from the property in question, 32800 Nameless Lane, owned by Travis Swithenbank. I disagree with the CPA's ruling on April 8 and I support Dr. William Schieve's appeal for the denial of B\_2017-0043. I have read attorney Colin Morrow's appeal letter and Planning & Building Services memo, authored by Mark Cliser, Planner II.

How can part of a parcel be reconveyed without first being subdivided? Mr. Cliser's memo cites Gov't Code section 66412(d) ..." A lot line adjustment between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels originally existed is not thereby created, if the lot line adjustment is approved by the local agency or advisory agency. ..." and further in Section (d)..."No tentative map, parcel map, or final map shall be required as a condition to the approval of a lot line adjustment". Yet, in the applicant's application is a tentative map complete with four parcels, "a greater number than originally existed". This is in violation of the code.

Mr. Cliser's Chronology reveals simultaneous submittal of S\_2017-0003, a subdivision application for Lot A (inland), with tentative map of 11 lots (with adjusted property lines). Separation of the BLA from the subdivision is a maneuver to ensure there would be no Coastal Zone oversight with its rigorous requirements both environmental and financial.

Codes are ripe for interpretation. Mr. Cliser states "at issue here are two properties with existing deeds of trust and no apparent plan to create new financing in an attempt to create new 'developable lots' without compliance with the Subdivision Map Act". My observation leads me to believe that they were indeed to create new developable lots.

I submit that both the BLA and the subdivision are of one intent, one project, neither existing without the other for the sole purpose to create a major subdivision on Nameless Lane.

Please approve Dr. Schieve's appeal to the Boundary Line Adjustment, case B\_2017-0043.

Thank you for your consideration.

Alan Wilburn

Dear Board of Supervisors: i have submitted a public comment letter in SUPPORT of Dr. William Schieve's appeal, B\_2017-0043 but perhaps some of my wording and subsequent pressing of the "oppose" vote/icon could be confusing. I didn't mean to press that button; it should read "support". To clarify: I ask that the Board of Supervisors support Dr. Schieve and attorney Colin Morrow's appeal to the Boundary Line Adjustment ruling of April 8.

Thank you.

Carla Sarvis



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 5e)**

---

**To: Board of Supervisors**

**From: Sheriff-Coroner**

**Meeting Date:** July 20, 2021

**Department Contact:** Sheriff Matt Kendall

**Phone:** 463-4085

**Item Type:** Regular Agenda

**Time Allocated for Item:** 30 Min

**Agenda Title:**

Discussion and Possible Action Including Approval of Agreement with the Law Office of Duncan M. James in the Amount of \$50,000 to Provide the Sheriff with Legal Assistance Pursuant to Government Code section 31000.6, Effective Upon Execution with No Term End Date  
(Sponsor: Sheriff-Coroner)

**Recommended Action/Motion:**

Approve Agreement with the Law Office of Duncan M. James in the amount of \$50,000 to provide the sheriff with legal assistance pursuant to Government Code section 31000.6, effective upon execution with no term end date; authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

None.

**Summary of Request:**

The office of County Counsel serves as the legal advisor to all County departments and officials on matters related to County business. Because county government divides authority between separately elected officials, however, there are some situations in which County Counsel cannot advise two officials or bodies simultaneously. Specifically, County Counsel may be ethically required to abstain from simultaneously advising or representing different bodies or officials if they have contrary positions in a matter in which they have sufficient independent authority to litigate against each other.

Per Government Code section 31000.6, should such a conflict of interest arise, the Board is required to contract with an outside law firm to assist the Sheriff in the performance of his duties. The Board may limit the scope of that contract to those issues for which County Counsel has an ethical conflict.

At this time, County Counsel believes that such a conflict of interest exists as to two discrete issues: (1) the operation of the Mendocino County Sheriff's Office information technology infrastructure (IT), including but not limited to budget and potential litigation relating thereto; and (2) the extent of any authority the Sheriff may have to spend county funds for non-emergency expenses beyond what has previously been budgeted and appropriated. Recent statements made by the Sheriff's Office have clarified that the Sheriff holds a position that is contrary to the Board of Supervisors, and Sheriff Kendall has expressed a desire for outside counsel.

---

**Item #: 5e)**

---

In light of this conflict of interest, County Counsel recommends that the Board contract with outside counsel to provide legal services in this area. Sheriff Kendall has indicated that he would like to be represented by the Law Office of Duncan M. James. The proposed agreement for services in the scope of the identified conflicts is attached.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** n/a

**Fiscal Details:**

**source of funding:** 2310 SO - 862239

**current f/y cost:** \$50,000

**annual recurring cost:** N/A

**budget clarification:** N/A

**budgeted in current f/y:** No

**if no, please describe:** Unanticipated expense

**revenue agreement:** N/A

**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

**CEO Liaison:** Executive Office

**CEO Review:** Review as to agenda item form

**CEO Comments:** CEO has no comments due to lack of authority on this issue.

---

**FOR COB USE ONLY**

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

**Date:** July 22, 2021

**Final Status:** Direction Given to Staff





**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Law Office of Duncan M. James, 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 legal services to assist the Mendocino County Sheriff; 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:

Attachment 1	Law Office of Duncan M. James Fee Agreement
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Appendix A	Certification Regarding Debarment, Suspension and Other Responsibility Matters

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue with no term end date.

The compensation payable to CONTRACTOR hereunder shall not exceed Fifty Thousand Dollars (\$50,000) for the term of this Agreement.

IN WITNESS WHEREOF

MCSO FISCAL REVIEW:

Jul 20, 2021

SHERIFF DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2310

Line Item: SO - 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

INSURANCE REVIEW:

By: \_\_\_\_\_  
Risk Management

07/20/2021

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

CONTRACTOR/COMPANY NAME

By: see page 2a

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

NAME AND ADDRESS OF CONTRACTOR:

Law Office of Duncan M. James

P.O. Box 1381, 445 North State Street

Ukiah, California 95482

Ph: (707) 468-9271

Em: mendolaw@duncanjames.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:

CHRISTIAN M. CURTIS,  
County Counsel

By: Brina Blanton  
Deputy

Date: 07/20/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: \_\_\_\_\_  
Deputy CEO

07/20/2021

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

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

Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

Mendocino County Business License: Valid ☒ Exempt

Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p)

**IN WITNESS WHEREOF**

**MCSO FISCAL REVIEW:**

SHERIFF \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☐ Yes ☒ No

Budget Unit: 2310

Line Item: SO - 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR/COMPANY NAME**

By: [Signature]

Date: 20 July 2021

**NAME AND ADDRESS OF CONTRACTOR:**

Law Office of Duncan M. James

P.O. Box 1381, 445 North State Street

Ukiah, California 95482

Ph: (707) 468-9271

Em: mendolaw@duncanjames.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:**

CHRISTIAN M. CURTIS,  
County Counsel

By: \_\_\_\_\_  
Deputy

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

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO

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

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

**Exception to Bid Process Required/Completed** ☐ \_\_\_\_\_

**Mendocino County Business License: Valid** ☒ Exempt

**Exempt Pursuant to MCC Section:** March 21, 2017, Approval of Exemption, Item No. 4(p) \_\_\_\_\_

---

## **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.

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  
MCSO  
951 Low Gap Rd.  
Ukiah, CA 95482  
Attn: Fiscal – My Lan Do Nguyen

To CONTRACTOR: Law Office of Duncan M. James  
P.O. Box 1381  
445 North State Street  
Ukiah, California 95482  
ATTN: Duncan M. James

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed

effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

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

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of



the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its legal services to assist the Mendocino County Sheriff shall not exceed \$50,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such

written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement



against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## Attachment 1

### LAW OFFICE OF DUNCAN M. JAMES

DUNCAN M. JAMES  
DONALD J. McMULLEN  
K. J. FLAVETTA  
DOUGLAS L. LOSAK  
JONAH WALSH

LAMBS INN  
P. O. BOX 1381  
445 NORTH STATE STREET  
UKIAH, CALIFORNIA 95482  
(707) 468-9271

FAX (707) 468-0453  
lawoffice@duncanjames.com

July 20, 2021

Matt Kendall  
Sheriff, Mendocino County  
951 Low Gap Road  
Ukiah, California 95482

Re: *Legal services to assist the Mendocino County Sheriff arising with the Mendocino County Board of Supervisors ("BOARD") and its agents regarding: (1) the operation of the Mendocino County Sheriffs Office information technology infrastructure ("IT"), including but not limited to budget and potential litigation relating thereto; and, (2) the extent of any authority the Sheriff may have to spend county funds for non-emergency expenses beyond what has previously been budgeted and appropriated.*

Dear Sheriff Kendall:

This letter confirms this Agreement, by and between the LAW OFFICE OF DUNCAN M. JAMES ("ATTORNEY") and the COUNTY OF MENDOCINO ("COUNTY") to provide legal service to MATT KENDALL as the Sheriff of Mendocino County ("CLIENT"), and not as an individual, in the referenced matter(s) as follows:

1. **COMPENSATION:** Compensation payable to ATTORNEY shall not exceed \$50,000.00 without further approval of the BOARD.
2. **CONDITIONS:** ATTORNEY will have no obligation to provide legal services to CLIENT until COUNTY returns a signed copy of this Agreement.
3. **SCOPE AND DUTIES:** COUNTY hires ATTORNEY in connection with the matter(s) referenced above. ATTORNEY shall provide legal services reasonably required to represent CLIENT and shall take reasonable steps to keep CLIENT informed of progress and to respond to CLIENT's inquiries. ATTORNEY'S services may include litigation. CLIENT shall be truthful with ATTORNEY, cooperate with ATTORNEY, keep ATTORNEY informed of developments, abide by this Agreement, pay ATTORNEY'S invoices on time, and keep ATTORNEY advised of CLIENT's address(es), telephone number(s), and whereabouts. CLIENT acknowledges and agrees that this Agreement does not guarantee that any particular attorney within ATTORNEY's firm will handle CLIENT's matter. ATTORNEY maintains errors and omission insurance, which ATTORNEY believes covers the services rendered under this Agreement. In the event CLIENT desires representation for other purposes or in other matters, ATTORNEY and COUNTY must enter into a new and separate fee agreement.

4. **DEPOSITS:** Upon executing this Agreement, CLIENT shall pay ATTORNEY an initial deposit of **\$0.00** as an advance against legal fees, costs, and expenses to be incurred by CLIENT for ATTORNEY's services. On ATTORNEY's reasonable request, CLIENT shall deposit with ATTORNEY such additional sums as ATTORNEY deems reasonably necessary as an advance against anticipated fees, costs, or expenses. Said payment shall be made by CLIENT within ten (10) calendar days following ATTORNEY's request; CLIENT's failure to do so shall excuse ATTORNEY from any further obligation to render services under this Agreement. ATTORNEY will deposit any funds advanced by CLIENT in an attorney Trust account. Any unexpended balance in Trust shall be returned to CLIENT upon termination of ATTORNEY's services under this Agreement.

CLIENT acknowledges that deposits are not estimates of fees, costs, or expenses that may be incurred by CLIENT, but merely serve as an advance toward the fees, costs, or expenses that CLIENT may incur as a result of ATTORNEY representing CLIENT. CLIENT authorizes ATTORNEY to withdraw funds from Trust without additional approval from CLIENT and pay ATTORNEY's legal fees, costs, and expenses as invoiced from any funds on deposit. Legal fees, costs, and expenses shall be applied against any deposits. Charges incurred in excess of the deposit shall be billed directly to CLIENT.

5. **LEGAL FEES:** COUNTY agrees to pay ATTORNEY for legal services at the following hourly rates:

Duncan M. James	\$425.00 per hour;
Donald J. McMullen	\$375.00 per hour;
Douglas L. Losak	\$325.00 per hour;
Jonah S. Walsh	\$300.00 per hour; and,
K.J. Flavetta	\$300.00 per hour.

Paralegal (paralegal includes, without limitation, paralegal, legal support/services, law clerk, and other support staff) at \$125.00. Rates for legal services of unnamed attorneys will be billed at the unnamed attorney's customary hourly rate or \$300.00 per hour, whichever is greater. ATTORNEY reserves the right to periodically raise hourly rates upon 30-days written notice to COUNTY.

6. **COSTS AND EXPENSES:** COUNTY shall reimburse ATTORNEY for all costs and expenses incurred by ATTORNEY, including, but not limited to, fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying at \$0.10 per page for black and white and \$0.85 per page for color copies, parking, mileage at .58 cents per mile (or the IRS standard mileage rates, whichever is higher), investigation expenses, consultants' fees and other similar items. COUNTY shall pay costs and fees as they become due or advance the same upon ATTORNEY's reasonable request. COUNTY authorizes ATTORNEY to incur all reasonable costs and to hire investigators, experts, or consultants reasonably necessary in ATTORNEY'S judgment. COUNTY shall indemnify and hold ATTORNEY harmless from an against all claims, demands, liabilities, costs, damages, judgments, or expenses, however characterized, including attorney fees and costs, arising out of or in connection with said costs and expenses, whether or not advances are made by ATTORNEY.

7. **STATEMENTS:** ATTORNEY shall send CLIENT periodic monthly statements for fees, costs, and expenses incurred. Unless otherwise agreed, ATTORNEY may send such statements by email or U.S. Mail at ATTORNEY'S discretion. Amounts due as reflected on a statement shall

be paid within 14 days of the statement's date. Any unpaid amounts will accrue interest at 1.25% per month commencing thirty (30) days after the statement date. CLIENT shall promptly, and in writing, notify ATTORNEY of any dispute CLIENT has with a statement, and if CLIENT fails to do so within 30 days after a statement's date, the statement, including all billing entries therein, shall be deemed acknowledged as reasonable and correct. In the event any of ATTORNEY's statements remain unpaid for more than 30 days after mailing/emailing to CLIENT, ATTORNEY shall have the right to discontinue performing services to CLIENT and may do so until all outstanding amounts, including interest, are paid in full. In that event, and upon ATTORNEY's request, CLIENT agrees to execute a Substitution of Attorneys form or other documentation, the effect of which is to release or withdraw ATTORNEY as CLIENT's attorney. If ATTORNEY is required to apply to the court for any order allowing substitution or withdrawal, CLIENT acknowledges a charge will be incurred for the costs and ATTORNEY's time incurred in that process, at the rates listed in this Agreement.

8. **DISCHARGE AND WITHDRAWAL:** CLIENT may discharge ATTORNEY at any time. ATTORNEY may withdraw with CLIENT's consent or with good cause. Good cause includes, but is not limited to, CLIENT's failure to pay or advances fees, costs, or expenses as set forth in this Agreement, CLIENT's breach of this Agreement, CLIENT's refusal to cooperate with ATTORNEY or to follow ATTORNEY'S advice on material matters, or any other fact or circumstance that would render ATTORNEY'S continuing representation unlawful or unethical. The terms in this Agreement concerning substitution of attorneys and withdrawal shall apply in the event good cause exists for ATTORNEY's substitution or withdrawal.

9. **CONCLUSION OF SERVICE:** When ATTORNEY'S services conclude, all unpaid charges shall become immediately due and payable. After ATTORNEY'S services conclude, ATTORNEY will, upon CLIENT's request, deliver CLIENT's file to CLIENT, along with any CLIENT funds or property in ATTORNEY'S possession.

10. **DISCLAIMER OF GUARANTEE:** Nothing in this Agreement or in ATTORNEY'S communications with CLIENT shall be construed as a promise or guarantee about the outcome of, the length of time it will take to complete, or the amount of fees, costs, or expenses that will be incurred in, CLIENT's matter(s). ATTORNEY makes **no promises or guarantees**. Communications about the outcome of CLIENT's matter(s) are expressions of opinion only.

11. **FEE & COSTS AWARDS.** If in an any action brought or defended by ATTORNEY on CLIENT's behalf an award of attorney's fees, costs, and/or expenses is sought, CLIENT understands that the amount the court may order recoverable: is the amount the court believes the party is entitled to recover; does not establish what fees, costs, and/or expenses ATTORNEY is entitled to charge CLIENT; does not establish those fees, costs, or expenses that CLIENT is obligated to pay (that amount is governed by the terms in this Agreement); and, does not establish that the only fees, costs, and/or expenses that are reasonable were those allowed by the court. CLIENT agrees that, whether or not attorneys' fees, costs, and/or expenses are awarded by the court, CLIENT remains responsible for the payment, in full, of all attorneys' fees, costs, and/or expenses in accordance with this Agreement. Additionally, CLIENT understands that, in the event CLIENT is required to pay fees, costs, and/or expenses to other parties, any such award will be entirely CLIENT's responsibility and will have no bearing on CLIENT's obligation to pay ATTORNEY attorney's fees, costs, and/or expenses due under this Agreement.

12. **EFFECTIVE DATE:** This Agreement will take effect when CLIENT performs the conditions stated in paragraph 1, but its effective date is retroactive to the date ATTORNEY first



Agreement does not take effect, CLIENT is obligated to pay ATTORNEY the reasonable value of any services ATTORNEY performed for CLIENT.

13. **DISPUTES:** Any dispute between the parties as to attorney fees and/or costs charged under this Agreement shall be resolved as follows: If a fees and/or costs dispute arises, Attorney will provide Client with written notice of Client's right to arbitrate under the California Mandatory Fee Arbitration Act (Bus. & Prof.C. § 6200 et seq.).

**At CLIENT's request, language requiring mandatory arbitration has been removed.**

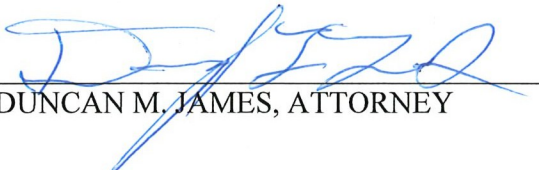
CLIENT'S INITIALS:

D B#2309

14. **OTHER:** This Agreement shall be interpreted according to California law. The rights and obligations of the parties under this Agreement shall be determined under the laws of the State of California, regardless of the laws of the place of residence or business of any party hereto or the place where services provided under this Agreement are performed. This Agreement may be executed in any number of counterparts with each counterpart considered part of the whole. Electronic and facsimile signatures shall be deemed original.

By signing this Agreement, CLIENT acknowledges and accepts the terms of this Agreement. CLIENT further acknowledges being legally bound by all terms and conditions set forth in this Agreement from the date the ATTORNEY first provided services. CLIENT shall receive a fully executed duplicate of this agreement.

LAW OFFICE OF DUNCAN M. JAMES

  
DUNCAN M. JAMES, ATTORNEY

CLIENT



Mendocino County Sheriff  
By: Matt Kendall, Sheriff

## **EXHIBIT B**

### **PAYMENT TERMS**

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR'S fees as described in Attachment 1 – Paragraph 5 and 6.
2. Payment will be made as described in Attachment 1 – Paragraph 7.
3. CONTRACTOR will submit invoices addressed to:

Mendocino County  
Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal

OR

Email to: [MCSO-Accounting@mendocinocounty.org](mailto:MCSO-Accounting@mendocinocounty.org)

CONTRACTOR will include their County vendor # and County contract # on each invoice.

4. Payments under this agreement shall not exceed Fifty Thousand Dollars (\$50,000) for the term of this agreement.

[END OF DEFINITION OF SERVICES]

## **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 DEFINITION OF SERVICES]

## **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.org](mailto:Auditorap@mendocinocounty.org).

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)



## 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.

Douglas L. Losak  
(Type Name)

Attorney  
(Title)

Douglas L. Losak  
(Signature)

Law Office of Duncan M. James  
(Organization Name)

P.O. Box 1381  
445 North State Street  
Ukiah, CA 95482

(Organization Address)

20 July 2021  
(Date)

**LAW OFFICE OF DUNCAN M. JAMES**

Duncan M. James  
Donald J. McMullen  
K. J. Flavetta  
Douglas L. Losak

LAMBS INN  
P. O. BOX 1381  
445 NORTH STATE STREET  
UKIAH, CALIFORNIA 95482  
(707) 468-9271

FAX (707) 468-0453  
lawoffice@duncanjames.com

July 16, 2021

Matt Kendall  
MENDOCINO COUNTY SHERIFF  
951 Low Gap Road  
Ukiah, CA 95482

Re: Selection of Law Office of Duncan M. James

Dear Sheriff Kendall:

Attached are resumes for myself (Attachment A), Donald McMullen (Attachment B) and Doug Losak (Attachment C), all of who would be actively involved in various aspects of your issues with the Mendocino County Board of Supervisors and County Executive Office.

I have reviewed the list of law firms provided to you by the County Counsel. There are no law firms in that list that meet the experience and qualifications of this law office. Without regard to our litigation experience which is detailed in the attached resume's, as a prosecutor for twelve (12) years (1967-1979), which included ten (10) years as the Mendocino County District Attorney, from 1967 through 1976 I performed all of the functions of Mendocino County Counsel as legal advisor to the Board of Supervisors, all elected and non-elected department heads and county commissions and all school and special services districts in Mendocino County. The County Counsel office was created while I was District Attorney in response to my requested that the Board of Supervisors split the civil function from my office and create the County Counsel's Office.

Douglas L. Losak, from my office, also has extensive civil government experience in the Mendocino County Counsel's Office from January, 2003 until October, 2015. None of the law firms included on that list can match that level of experience representing Mendocino County.

In addition, my office has extensive trial experience as evidenced by our resume's including my success in before the United States Supreme Court in a voter and states' rights case, in which I personally argued on behalf of the Mendocino County Clerk who I represented in my civil capacity as District Attorney. The case is entitled "Viola N. Richardson, as County Clerk, et. al. v. Abran Ramirez, et. al." (1974) 418 U.S. 24 [41 L.Ed.2d 551] 94 S.Ct. 2655. The United States Supreme Court reversed a unanimous decision of the California Supreme decision in Abran Ramirez v. Edmund G. Brown, Jr. (1973) 9 Cal.3d 199.

In reviewing the list of law firms you received from the County Counsel, the rates ranged from \$212 per hour for the Nevada County Counsel Office to \$640 per hour for Hawkins, Delefield Wood, LLP, whose main practice is as bond counsel. I would suspect the hourly rate from the Nevada County Counsel fails to consider the costs of staff, rent for space occupied based on fair market value of similar space in the community and overhead, which each of the



law firms must take into consideration in setting their hourly rates. Therefore, my comments herein throw out the Nevada County Counsel Office rate \$221.74 per hour and the highest of Hawkins, Delafield & Wood, LLP at the rate of \$640 per hour.

I am the current sole owner of the Law Office of Duncan M. James (54 years practicing law in Mendocino County). Donald J. McMullen is Senior Counsel. In considering his hourly rate versus the law firms listed, he would be considered the equivalent of a “principal”, “senior counsel”, “partner” or other similar designation. Douglas L. Losak because of his extensive legal experience (27) years practicing law including approximately 12 years in the Mendocino County Counsel’s office would be the equivalent of “Senior Counsel”, “Associate” (Thomas Law Group). Both Donald and Doug are highly skilled attorneys with extensive trial experience.

In every category whether as Owner, Partner, Senior Associate, Associate or comparable titles, as set forth below, **my offices hour rate is lower** than attorneys listed in the document provided to you by County Counsel.

1. **DUNCAN M. JAMES**. After throwing out the high and low, and comparing the hourly rates for law firms on the list provided by the County Counsel to **my hourly rate of \$425.00 per hour as “owner”, is the lowest** for any of the law firms included in the list when compared to other hourly rates for other attorneys whose title would imply they have an ownership having in the firm which employs them. The list includes hourly rates of: \$430 per hour for “principal” (Abbot & Kindermann, Inc); \$495 per hour for “partners” (Hanson Bridgett); and, \$450 per hour for “Senior Partner” (Van Dermiden Makus). The rounded off to the lowest dollar average for those three (3) firms is \$458 per hour, which is \$28.00 higher than my rate.

2. **DONALD J. McMULLEN**. When comparing **Donald J. McMullen’s hourly rate of \$375.00 per hour is the lowest** for any of the law firms included in the list when compared to hourly rates for other attorneys of similar stature in their law firms. The list includes hourly rates of: \$390 per hour for “senior counsel” (Abbot & Kindermann, Inc); \$390 per hour for “senior counsel” (Kronick, Mokovitz, Tiedemann & Girard; presuming Morin Jacobs is the equivalent of “senior counsel”, \$370 per hour (Liebert, Cassidy, Whitmore); \$385 per hour for “of counsel” (Van Dermiden Makus). Rounded off to the lowest dollar average for those four (4) firms is \$383 per hour, which is \$8.00 higher than Donald J. McMullen’s hourly rate.

3. **DOUGLAS L. LOSAK**. When comparing **Douglas L. Losak hourly rate of \$325.00 per hour is the lowest** for any of the law firms included in the list when compared to hourly rates for other attorneys of similar stature in their law firms. The list includes hourly rates of: \$390 per hour for “senior counsel” (Abbot & Kindermann, Inc); \$300 per hour for “senior associates” (Kronick, Mokovitz, Tiedemann & Girard); \$365 per hour for “Associates” (Hanson Briddgett); \$350 per hour for Megan Somogyi who is the only one listed for the firm without designation of title or ownership interest (Goodin, MacBride, Squeri & Day LLP); Morin Jacobs is a managing partner, which is not specified on the list, \$370 per hour (Liebert, Cassidy, Whitmore); \$450 per hour for “Associates” (Thomas Law Group); \$310 per hour for “senior

assocoate” (Van Dermiden Makus). Rounded off to the lowest dollar average for those seven (7) firms is \$362 per hour, which is \$37.00 higher than Douglas L. Losak ‘s hourly rate.

In response to your questions regarding several issues mentioned to you by the County Counsel regarding two cases my office has handled, it appears that the County Counsel has taken an adversarial position to your office based on your request to hire independent counsel of your own choosing where the County Counsel has admitted he has a conflict of interest.

1. UKIAH VALLEY SANITATION DISTRICT V. CITY OF UKIAH. You indicated that in a recent conversation the County Counsel had spoken negatively about my office’s representation of the Ukiah Valley Sanitation District (“DISTRICT”), a case that lasted six (6) years from September, 2012 to October, 2018, and still has one unresolved issue that was excluded from the settlement agreement. It clearly shows his lack of knowledge regarding the lawsuit; that six (6) different laws firms were representing the DISTRICT in different aspects of the dispute with the CITY and other legal issues related to the litigation during that time period; that fees paid to experts and consultants were substantial; and, the exceptionally large recovery of damages by my office for the DISTRICT.

His reference to the Mendocino Grand Jury report and disparaging remarks about the DISTRICT paying the Law Office of Duncan M. James \$7,000,000 in attorney fees is grossly inaccurate and demonstrates the County Counsel’s biased approach and his total lack of knowledge about the case and its settlement in an effort to control the outcome of who the Sheriff selects as counsel. That is not his job. If he has a conflict of interest, he should not be part of the selection process, disparaging my law firm or taking any position, either publicly or privately, on the Sheriff’s selection of independent legal counsel. He cannot pick and choose what parts of the conflict he will honor and the parts he will ignore.

Just to set the record straight, the attorney fees earned by and paid to the Law Office of Duncan M. James was not \$7,000,000. I have no idea where he got that figure other than from gossip or ill-informed persons. The total amount paid out to the six (6) different law firms totaled \$5,567,478.86, and included items in addition to attorney fees. The five (5) other law firms that were included in that total are as follows:

- (1) A law firm handling Local Agency Formation Commission matters for the DISTRICT;
- (2) A second law firm that was handling appeal issues for the DISTRICT;
- (3) A third law firm that was bond counsel who was actively involved on behalf of the DISTRICT with the successful renegotiation of the CITY/DISTRICT bonded indebtedness, resulting in substantial annual savings to the DISTRICT because of a lower interest rate;
- (4) Two other law firms that had specialties that were relevant to the litigation against the CITY.



If the County Counsel had asked, we could have provided him with the documents that showed him that the CITY paid the DISTRICT \$16,416,296.49 in actual damages for their misbehavior that began in 1955 and is actually still continuing because of issues reserved from the settlement agreement. The remaining damage issue relates to monthly sewer fees paid by one customer in the amount of approximately \$132,000 per annum. When calculated from the date of the settlement agreement to the present day, that amount has grown to approximately \$374,000.00.

In addition, as part of the settlement, the CITY/DISTRICT entered into a new Operating Agreement, which gave the DISTRICT the right to be independent of the CITY for the first time since the beginning in 1955 on all financial matters, operations and maintenance, with a projected an annual savings for DISTRICT ratepayers for:

(1) Administration and capital expenditures	- an additional \$ 817,168.00 per annum
(2) Billings and collections	- an additional \$ 146,274.00 per annum
(3) Operations and maintenance	- an additional \$ 598,140.00 per annum
(4) Bonds savings prior to refinancing	- an additional \$ 39,772.00 per annum
PROJECTED <u>ANNUAL SAVINGS</u>	
	\$1,601,354.00 per annum

Finally, it was discovered during case preparation that the CITY had been erroneously miscalculating the number of equivalent sewer service units ("ESSU") since about 1958, which directly impacted the amount connection fees chargeable to new customers and monthly serviced fees. In settlement it was agreed that there were an additional 621.51 ESSU's available to the DISTRICT. At the rate of \$12,240 per ESSU, that means an additional future income to the DISTRICT of \$7,607,282.40. All of the information provided herein is a matter of public record.

Without regard to the "projected annuals" savings brought about by the new operating agreement, the total recovery by the DISTRICT was:

ACTUAL DAMAGES PAID BY CITY TO DISTRICT	\$16,416,296.49
621.51 ADDITIONAL ESSU'S	<u>\$ 7,607,282.40</u>
TOTAL	\$24,023,578.89

Looks like an outstanding return on the investment (attorney fees, costs and expenses arising from the litigation) even if you limit it to the amount of actual damages paid by the CITY to the DISTRICT in the amount of \$16,416,296.49.

2. HARINDER GREWAL VS. THE COUNTY OF MENDOCINO. It's my understanding that the County Counsel also made a negative comment to you regarding Harinder Grewal vs. the County of Mendocino, Mendocino County Superior Court case number SCUk CVPO 20-73798, a case presently pending against the Mendocino County, in which we represent the plaintiff, as a basis for our not being

July 16, 2021

able to represent the Sheriff's office. He was formerly the County Agricultural Commissioner and brought the lawsuit based upon: termination; discrimination – national origin; discrimination – religion; hostile work environment; failure to provide a work environment free from harassment. From what we can determine from COUNTY resolutions, the Board of Supervisors has authorized more than \$200,000 in attorney fees to defend itself against that action.

3. Finally, in the interest of complete transparency, probably about 15 to 20 years ago I sued the Mendocino County Sheriff's Office because a Correctional Officer in charge of the female trustees on the road crew was abusing the road crew and forcing them to commit lewd sex acts. The current Sheriff was actually one of the investigating offices when the facts were brought to the attention to the than Sheriff. Because of information that I provided to the Sheriff, the Correctional Officer was arrested, convicted and sent to state prison. If my memory serves me right, the settlement paid by the County to the victims of the sexual abuse was in excess of a million dollars.

Very truly yours,

DUNCAN M. JAMES

DMJ/sjt  
Encl.

# ATTACHMENT A



## Resume - Duncan M. James

### Education:

- Pacific University, Bachelor of Arts degree, 1961
- Willamette University, Doctor of Jurisprudence, 1965

### Court Memberships:

- All courts of the State of California (California State Bar # 40505)
- United States District Court for Northern California
- United States Court of Appeals, Ninth Circuit
- United States Supreme Court, admitted in 1973

### Employment:

- Owner of the Law Office of Duncan M. James, 1979 to the present
- District Attorney – Public Administrator, Mendocino County, 1969 through 1978
- County Counsel, Mendocino County, 1969 to 1976 – served in dual capacity as District Attorney and County Counsel from 1969 through 1976 and as such was the legal advisor to the Mendocino County Board of Supervisors; all county departments, agencies and commissions; and all school and special services districts in Mendocino County
- Deputy District Attorney – Public Administrator, Mendocino County, August 1967 through 1968
- United States Treasury Department, 1965 through July 1967

### Professional achievements:

- Personally, successfully argued before the United States Supreme Court on behalf of the Mendocino County Clerk in *Viola N. Richardson, as County Clerk, et. al. v. Abran Ramirez, et. al.* (1974) 418 U.S. 24 [41 L.Ed.2d 551] 94 S.Ct. 2655, thereby reversing a unanimous decision of the California Supreme decision in *Abran Ramirez v. Edmund G. Brown, Jr.* (1973) 9 Cal.3d 199
- *Ukiah Valley Sanitation District v. City of Ukiah* – lead counsel. Represented Ukiah Valley Sanitation District for breach of contract and fiduciary duty, rescission and restitution which began in 1955, involved man hundreds of thousand pages of documents and continued up to the date of final settlement. The settlement left open one issue that is on hold in an effort to amicably resolved the matter which amounts to approximately \$132,000.00 in lost annual revenue to the District. The main portion case lasted six (6) years from September, 2012 to October, 2018. During the course of the litigation the City of Ukiah made multiple payments for actual damages which totaled the sum of \$16,416.296.49, in addition to agreeing to a new operating agreement which allows the District to become independent of the City with a projected annual savings to the District ratepayers of \$1,601,354.00. The City also admitted to erroneously calculating equivalent sewer service sewer unit fees for 621.51 units which will general additional income of \$7,607,282.40 for the District. Without regard to future annual savings, the gross dollar value of the settlement to the District ratepayers is \$25,624,932.89.
- *North County Engineering v. State Farm Insurance* – lead counsel representing North County Engineering in an insurance breach of contract and bad faith litigation (Sonoma County) – settled on February 13, 2015. Total recovery: \$8,55 million.



- North County Engineering v. State Farm Insurance (2014) 224 Cal.App.4th 902 – successfully appealed and reversed a trial court decision dismissing the case. The Court of Appeal held in part: products completed operations (PCO) coverage gave rise to duty to defend against claims of breach of contract and negligence in construction of dam; claims of breach of contract and negligence in construction of dam were not within exclusion for “professional services or treatments; testimony of liability insurers’ claims personnel admitting that there was a “potential for coverage” under the policy was relevant to establish that insurer owed a duty to defend, where the testifying employees were not “lower echelon,” and they were the employees charged with the decision; and, liability policy’s “professional services” exclusion from coverage is analyzed narrowly against the insurer
- Dion J. and Donald L. v. Roman Catholic Archbishop of San Francisco, et al (Marin County, California) – on December 12, 2012, settled childhood sexual abuse case arising out of acts committed by an employee in the late 1980’s and early 1990’s for the total sum of \$1,800,000.
- Personal injury case (Mendocino County) arising out of dead-on collision south bound on the Burke Hill grade on Highway 101 settled for \$3,800,000.
- Insurance bad faith case (Riverside County) brought by policy holder against his insurance broker and two insurance companies. One insurance company settled for \$150,000 and the other went to trial resulting in a judgment in the amount of \$921,355.21, for a total of \$1,071,355.21
- Insurance bad faith case (Humboldt County) brought by policy holder against her insurance company which went to trial in and resulted in a judgment of \$970,000
- Successfully represented clients in civil trials relating to all areas of my practice, including but not limited to real estate, business, real estate, construction, personal injury, insurance bad faith, criminal law, probate, and family law
- Successfully prosecuted and defended numerous criminal cases including: murder; rape; robbery; child abuse, structural and wild land arson fires; marijuana; drug offenses, property and theft crimes, in addition to almost every other type of felony and misdemeanor criminal activity.

#### **Other:**

- California District Attorneys Association: President, 1977-1978; officer and member of the Board of Directors, 1969-1978
- Joint Legislative Committee – California District Attorneys Association, Sheriff’s Association, Chiefs of Police and Peace Officers Association, 1969-1978
- Mendocino County Bar Association, President, 1977-1978
- Candidate for Attorney General of the State of California, Republican Primary, 1986
- Mendocino Municipal Court, judge pro tem
- Mendocino County Superior Court, Settlement Conference Official

#### **Professional and Community Awards:**

- California District Attorneys Association – Distinguished Service Award, 1978
- Mendocino County Peace Officers Association – Outstanding Service Award
- City of Ukiah, Cultural Arts Commission Award for the Historical Preservation of the Lamb’s Inn – 1980
- Greater Ukiah Chamber of Commerce – Outstanding Achievement Award – 1980

- Business and Professional Women of Ukiah – Boss of the Year – 1981

**Community Organizations:**

- Ukiah Education Foundation, founding member of the Board of Directors, 1992 to the present
- Ukiah Host Lions Club, President, 1987. Member 1969 to the present
- Benevolent and Protective Order of Elks, Lecturing Knight, 1988. Member 1982 to the present
- South Ukiah Little League – President, 1973; manager, 1971 – 1981
- NorCal Fed Youth Football League, Redwood Empire League – President, 1972 to 1974; legal counsel and member of the Board of Directors, 1971 – 1976
- Ukiah Men's Golf Club – President, 1987 to 1989; member of the Board of Directors 1985 to 1990
- Ukiah High Golf Classic – co-founded and operated with wife from 1986 through 1995

# ATTACHMENT B

# Donald J. McMullen

445 N. State Street, Ukiah CA 95482 · 707 468-9271  
[Lawoffice@duncanjames.com](mailto:Lawoffice@duncanjames.com)

---

**LEGAL EXPERIENCE** (California State Bar No. 220840 – admitted November 26, 2002)

## **Professional Employment:**

- Lawyer, Law Office of Duncan M. James, Ukiah, CA, 2002 to present
- Practice involves representing clients in wide variety of civil matters, litigation and otherwise, including real property, business, insurance, and governmental actions

## **Court Memberships:**

- All courts of the State of California
- United States District Court for the Northern District of California

## **Select Professional Achievements:**

- *North County Engineering v. State Farm* – represented North County Engineering in an insurance breach of contract and bad faith litigation (Sonoma County) both at trial and on appeal, which resulted in a published opinion: *North County Engineering v. State Farm Insurance* (2014) 224 Cal.App.4th 902. Six-plus week jury trial, successfully appealed and reversed a trial court decision dismissing the case. Total recovery: \$8.55 million.
- *Dion J. and Donald L. v. Roman Catholic Archbishop of San Francisco, et al* (Marin County, California) – represented victims of childhood sexual abuse arising out of acts committed by an employee of the defendants in the late 80's and early 90's - total recovery: \$1.8 million.
- *Moore v. Irish Beach Water District* – represented property owner in action involving sundry claims, including inverse condemnation, trespass, breach of contract, and Proposition 218 charges. Highly complex, three-phase, trial involving water rights and multiple novel legal issues – total judgment: approximately \$3 million
- *Connolly v. Trabue et al.* – represented plaintiff and cross/defendant in damages and easement litigation (Humboldt County) both at trial and on appeal, which resulted in a published opinion: *Connolly v. Trabue* (2012) 204 Cal.App.4th 1154. Successfully secured easement, recovered damages, and obtained complete defense judgment.
- *Rock v. Rollinghills et al.* – represented approximately 30 property owners both within and outside a subdivision, including the owner's property association, at trial against efforts by neighboring parcel owner to force an easement over the clients' lands. Result: complete judgment in clients' favor.



## **EDUCATION**

- Juris Doctor (JD): University of the Pacific, McGeorge School of Law, graduated with distinction (honors), 2002.
- Master of Business Administration (MBA): California State University, Sacramento, 1999
- Bachelor of Science – Business (BS): California State University at Chico, graduated cum laude, 1998

## **Professional and Legal Honors:**

- Law Review co-editor, McGeorge School of Law, Articles and Symposium, 2001-2002
- Law Review member, McGeorge School of Law, 2000-2001
- Graduate, University of Salzburg (Austria), International Legal Studies, Fundamental Rights in Europe and the United States, taught by United States Supreme Court Justice Anthony Kennedy (ret.)
- Judicial intern, Third District Court of Appeals, Sacramento (Justice George Nicholson (ret.)), 2001-2002

## **COMMUNITY INVOLVEMENT**

- Asst. Treasurer, Sun House Guild, Board of Trustees
- Prior board member, Mendocino College Foundation
- Prior board member, Ukiah Valley Cultural and Recreational Center (Alex Rorabaugh Center)
- Prior member, Mendocino County Search and Rescue Team (dive team)

# ATTACHMENT C

## Resume – Douglas L. Losak

California State Bar No. 220443.  
Washington State Bar No. 24106.

### **United States Marine Corps 1978-1985;**

- Selected for appointment to Staff Sergeant. Honorably Discharged March 31985.
- All Marine Wrestler – 1981. Member of All Marine Wrestling Team 1981-1984

### **Education:**

- California State University, Humboldt. BA, Political Science. 1990
- Gonzaga School of Law, Spokane, WA, Juris Doctorate Degree, May 1994. American Jurisprudence Award for Legal Writing & Research – First year. Graduated Cum Laude.
- National District Attorneys Association, National Advocacy Center – Trial Advocacy – July 2001

### **Court Membership:**

- All Courts of the State of California and State of Washington
- United States District Court, Northern District of California
- United States District Court, Eastern and Western Districts of Washington
- United States Court of Appeals, Ninth Circuit

### **Reported Decision:**

Anderson v. Warner (9th Cir. 2006) 451 F.3d 1063

Mr. Anderson alleged the Jail Commander for Mendocino County Sheriff's Office assaulted him while acting under color of state law when Mr. Warner was off duty and not in uniform. Mr. Anderson filed a federal civil rights lawsuit alleging Mendocino County violated his civil rights by negligently hiring and supervising Mr. Warner, and conducting an inadequate investigation into the assault by him.

In order to hold the County liable for a violation of a his Civil Rights, a Plaintiff must show “(1) that he possessed a constitutional right of which he was deprived; (2) that the County had a policy; (3) that the policy ‘amounts to deliberate indifference’ to Mr. Anderson’s constitutional right; and (4) that the policy is the ‘moving force behind the constitutional violation.’” Mr. Anderson was not able to show that the County’s asserted deficiencies in hiring, training and supervision, if any, amounted to a policy reflecting “deliberate indifference to the rights of persons with whom the police come into contact.” Therefore, the Ninth Circuit upheld the District Court’s decision dismissing the lawsuit as to the County.

**Professional Experience:**

- Associate Attorney, Law Office of Duncan M. James, October 2015 to the present.
- Mendocino County Counsel's Office: January 2003 – October 2015.
- Deputy County Counsel, 2003 to 2009
- Chief Deputy County Counsel, 2009 to February 2014
- Acting/Interim County Counsel, February 2014 to October 2015.

Primary focus was tort litigation, government and employment law. Legal adviser to the Mendocino County Board of Supervisors and other county agencies and commissions. Successfully represented the County in dozens of cases in both State and Federal Court, including wrongful death, violation of federal civil rights, excessive force lawsuits, wrongful discharge and discrimination, and other employment and labor related issues. Also represented the County in cases involving the danger condition of public property and personal injury; and, before various administrative agencies, including the California Public Employment Relations Board, the State Personnel Board and the County's Civil Service Commission. Resigned as Acting/Interim County Counsel to seek new challenges in the legal profession and entered into private practice where I am currently employed.

- Deputy County Prosecutor, Island County Prosecutors Office: – June 2000- December 2002. Prosecuted misdemeanor drunk driving and domestic violence cases, trying more than 20 cases to a jury.
- Assistant City Attorney, City of Oak Harbor: May 1998 – June 2000. Prosecuted misdemeanors and represented the City in civil litigation and advised the City Council and Department Heads on legal issues
- Associate Attorney, Tario & Associates: February 1995 – May 1998. Private practice of law representing clients in criminal, dissolution and Bankruptcy cases as well as other matters.

**Community Involvement:**

- Member of Toastmasters International 2000-2002
- Member of Charter Counsel – River Oak Charter School 2011-2014 – President 2013.
- Member of Governing Board – Secretary for the Yokayo Pool & Racquet Club

**Practice Areas:**

- Litigation
- Employment Law
- Government Law
- Business Law
- Bankruptcy
- Real Estate
- Personal Injury



<u>LAW FIRM</u>	<u>RATE</u>
<b><u>ABBOTT &amp; KINDERMANN, INC.</u></b>	
PRINCIPAL	\$430.00
OF COUNSEL	\$430.00
SENIOR COUNSEL	\$390.00
SENIOR ASSOCIATE	\$365.00
ASSOCIATE IV	\$330.00
ASSOCIATE III	\$275.00
ASSOCIATE II	\$225.00
ASSOCIATE I	\$200.00
PLANNER II	\$150.00
PLANNER I	\$110.00
PARALEGAL II	\$150.00
PARALEGAL I	\$100.00
LAW CLERK II	\$110.00
LAW CLERK I	\$60.00
STAFF RESEARCHER	\$65.00
<b><u>COLANTUONO, HIGHSMITH &amp; WHATLEY, PC</u></b>	
ATTORNEYS	\$220-\$325
PARALEGALS/STAFF ASSISTANTS	\$125-\$170
<b><u>HANSON BRIDGETT</u></b>	
PARTNERS	\$495.00
ASSOCIATES	\$365.00
PARALEGALS/CASE CLERKS	\$215.00
<b><u>HAWKINS, DELAFIELD &amp; WOOD, LLP</u></b>	
ARTO BECKER	\$640.00
<b><u>GOODIN, MACBRIDE, SQUERI &amp; DAY, LLP</u></b>	
MEGAN SOMOGYI	\$350.00
<b><u>KRONICK, MOSKOVITZ, TIEDEMANN &amp; GIRARD</u></b>	
SHAREHOLDERS/OF COUNSEL/SENIOR COUNSEL	\$350.00
SENIOR ASSOCIATES	\$300.00
ASSOCIATE ATTORNEYS	\$250.00
PARALEGALS	\$150.00
LAW CLERK/DOCUMENT CLERK	\$150.00
<b><u>LIEBERT, CASSIDY, WHITMORE</u></b>	
MORIN JACOB	\$370.00
ASSOCIATES	\$230.00
PARALEGALS	\$130.00
<b><u>NEVADA COUNTY COUNSEL</u></b>	\$221.74

**THOMAS LAW GROUP**

ASSOCIATE	\$450.00
LEGAL ASSISTANT	\$100.00

**VAN DERMYDEN MAKUS**

SENIOR PARTNER	\$460.00
PARTNER/OF COUNSEL	\$385.00
SENIOR ASSOCIATE	\$310.00
ASSOCIATE	\$275.00
LAW CLERK	\$185.00
PARALEGAL	\$140.00

<u>LAW FIRM</u>	<u>RATE</u>
<b><u>ABBOTT &amp; KINDERMANN, INC.</u></b>	
PRINCIPAL	\$430.00
OF COUNSEL	\$430.00
SENIOR COUNSEL	\$390.00
SENIOR ASSOCIATE	\$365.00
ASSOCIATE IV	\$330.00
ASSOCIATE III	\$275.00
ASSOCIATE II	\$225.00
ASSOCIATE I	\$200.00
PLANNER II	\$150.00
PLANNER I	\$110.00
PARALEGAL II	\$150.00
PARALEGAL I	\$100.00
LAW CLERK II	\$110.00
LAW CLERK I	\$60.00
STAFF RESEARCHER	\$65.00
<b><u>COLANTUONO, HIGHSMITH &amp; WHATLEY, PC</u></b>	
ATTORNEYS	\$220-\$325
PARALEGALS/STAFF ASSISTANTS	\$125-\$170
<b><u>HANSON BRIDGETT</u></b>	
PARTNERS	\$495.00
ASSOCIATES	\$365.00
PARALEGALS/CASE CLERKS	\$215.00
<b><u>HAWKINS, DELAFIELD &amp; WOOD, LLP</u></b>	
ARTO BECKER	\$640.00
<b><u>GOODIN, MACBRIDE, SQUERI &amp; DAY, LLP</u></b>	
MEGAN SOMOGYI	\$350.00
<b><u>KRONICK, MOSKOVITZ, TIEDEMANN &amp; GIRARD</u></b>	
SHAREHOLDERS/OF COUNSEL/SENIOR COUNSEL	\$350.00
SENIOR ASSOCIATES	\$300.00
ASSOCIATE ATTORNEYS	\$250.00
PARALEGALS	\$150.00
LAW CLERK/DOCUMENT CLERK	\$150.00
<b><u>LIEBERT, CASSIDY, WHITMORE</u></b>	
MORIN JACOB	\$370.00
ASSOCIATES	\$230.00
PARALEGALS	\$130.00
<b><u>NEVADA COUNTY COUNSEL</u></b>	\$221.74

**THOMAS LAW GROUP**

ASSOCIATE	\$450.00
LEGAL ASSISTANT	\$100.00

**VAN DERMYDEN MAKUS**

SENIOR PARTNER	\$460.00
PARTNER/OF COUNSEL	\$385.00
SENIOR ASSOCIATE	\$310.00
ASSOCIATE	\$275.00
LAW CLERK	\$185.00
PARALEGAL	\$140.00





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 5f)**

---

**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, Deputy Clerk I

Final Status: No Action Taken

Date: July 22, 2021





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 5g)**

---

**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, Deputy Clerk I

Final Status: No Action Taken

Date: July 22, 2021





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 6a)**

---

**Agenda Title:**

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

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: No Action Taken

Date: July 22, 2021





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 9a)**

---

**To: Board of Supervisors**

**From: Human Resources**

**Meeting Date: July 20, 2021**

**Item Type: Closed Session**

**Time Allocated for Item: 15 min.**

**Agenda Title:**

Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Carmel J. Angelo, Cherie Johnson and William Schurtz; Employee Organization(s): All

**FOR COB USE ONLY**

---

Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 9b)**

---

**To: Board of Supervisors**

**From: Human Resources**

**Meeting Date: July 20, 2021**

**Item Type: Closed Session**

**Time Allocated for Item: 45 min.**

**Agenda Title:**

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - County Counsel

**FOR COB USE ONLY**

---

Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 9c)**

---

**To: Board of Supervisors**

**From: County Counsel**

**Meeting Date: July 20, 2021**

**Item Type: Closed Session**

**Time Allocated for Item: 15 min.**

**Agenda Title:**

Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Willits Environmental Center v. The Board of Supervisors of County of Mendocino, et al. - Case No. 21CV00474

**FOR COB USE ONLY**

---

Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 4a)**

---

**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** July 20, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Department Contact:** Atlas Pearson

**Phone:** 463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Recommended Appointments/Reappointments

**Recommended Action/Motion:**

1. Holm Kappler, Member, Mendocino Historical Review Board;
2. Elizabeth Cameron, Arts Organization/Attractions Member, Mendocino County Tourism Commission; and
3. Camille Schraeder, Children's System of Care Representative, Health and Human Services Agency Advisory Board.

**Previous Board/Board Committee Actions:**

The Board of Supervisors approves and/or denies recommended appointments/reappointments regularly.

**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 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.

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

**Fiscal Impact:**

**Source of Funding:** N/A

**Budgeted in Current F/Y:** N/A

**Current F/Y Cost:** N/A

**Annual Recurring Cost:** N/A

**Supervisorial District:** All

**Vote Requirement:** Majority

**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

**Item #: 4a)**

---

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Approved

Date: July 21, 2021





---

**Profile**

Holm

First Name

Kappler

Last Name

**Full/Legal Name (if different than name provided above)**

---

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

**Mailing Address (if different than Street/Physical address)**

---

**Are you currently registered to vote at the Street Address you provided?**

---

☐ Yes ☐ No

**Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.**

---

Upload Alternate Proof of Residency or Request for Residency Waiver**Which Boards would you like to apply for?**

---

Mendocino Historical Review Board: Archived

**Which position, seat, or representational category would you prefer?**

---

Member

---

**Availability to Attend Meetings**

---

None Selected

**Availability to Attend Meetings (Other)**

---

---

## Interests & Experiences

### Special Expertise, Experience, or Interest in This Area?

---

I've lived in Mendocino for 14 years and have restored a Victorian home in the village. I am very interested in maintaining the beauty, livability and history of our town.

[BIO - Holm Kappler.doc](#)

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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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**

Elizabeth

First Name

Cameron

Last Name

**Full/Legal Name (if different than name provided above)**

---

Email Address

Primary Phone

Alternate Phone

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 Request for a Residency Waiver, your application will not be processed.**

---

Upload Alternate Proof of Residency or Request for  
Residency Waiver

**Which Boards would you like to apply for?**

---

Mendocino County Tourism Commission: Submitted

**Which position, seat, or representational category would you prefer?**

---

Art &amp; Recreation

**Availability to Attend Meetings**

---

- ☒ Night Meetings  
☒ Day Meetings

**Availability to Attend Meetings (Other)**

---

---

## Interests & Experiences

### Special Expertise, Experience, or Interest in This Area?

---

My current position at MendoParks provides me with unique insights to recreation in and around State Parks and other public lands in the county. Tourists are drawn to this area partially due to our abundance of park spaces, almost all of which have no day use fees.

[Elizabeth\\_Cameron\\_Resume.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 Business Improvement District Advisory Board,Mendocino County Tourism Commission

### 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 Business Improvement District Advisory Board,Mendocino County Tourism Commission

### Name of all Mendocino County lodging businesses you represented:

---

n/a

Question applies to Mendocino County Business Improvement District Advisory Board,Mendocino County Tourism Commission

### 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.

---

n/a



Question applies to Mendocino County Tourism Commission

**Education and Credentials: Please provide your education and professional credentials**

---

Non-profit professional. BA in Arts, University of Riverside, CA

Question applies to Mendocino County Tourism Commission

**Work Experience: Please provide your work experience**

---

Nonprofit professional with extensive development experience. High-success rate of securing philanthropic support through all revenue streams for nonprofit organizations including major gifts, corporate giving, foundation grants, and special events.

Question applies to Mendocino County Tourism Commission

**Special Skills: Please provide your special skills**

---

I have extensive experience working with park-partners (nonprofit organizations that support CA State Parks), as well as indigenous-led organizations.

---

**Certification**

Please read the following statements and indicate your acceptance thereof.

---

I hereby certify that I am a registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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**

Camille

First Name

Schraeder

Last Name

**Full/Legal Name (if different than name provided above)**

---

Camille Eugena Schraeder

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

**Mailing Address (if different than Street/Physical address)**

---

**Are you currently registered to vote at the Street Address you provided?**

---

☐ Yes ☐ No

**Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.**

Upload Alternate Proof of Residency or Request for Residency Waiver

**Which Boards would you like to apply for?**

---

Health and Human Services Agency Advisory Board: Appointed

**Which position, seat, or representational category would you prefer?**

---

**Availability to Attend Meetings**

---

None Selected

**Availability to Attend Meetings (Other)**

---

---

---

## Interests & Experiences

### Special Expertise, Experience, or Interest in This Area?

---

---

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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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 #: 4b)**

---

**To: Board of Supervisors**

**From:** Probation, Supervisor Gjerde, and Supervisor Haschak

**Meeting Date:** July 20, 2021

<b>Department Contact:</b>	Izen Locatelli	<b>Phone:</b>	234-6911
<b>Department Contact:</b>	Katie Ford	<b>Phone:</b>	234-6904
<b>Department Contact:</b>	Supervisor Gjerde	<b>Phone:</b>	463-4441
<b>Department Contact:</b>	Supervisor Haschak	<b>Phone:</b>	463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Proclamation Recognizing July 18 - 24, 2021 as Probation Services Week in Mendocino County (Sponsors: Probation, Supervisor Gjerde, and Supervisor Haschak)

**Recommended Action/Motion:**

Adopt Proclamation recognizing July 18 - 24, 2021 as Probation Services Week in Mendocino County; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board recognized Probation Services Week for the week of July 12-18, 2015 and signed a Proclamation on July 7, 2015; the Board recognized Probation Services Week for the week of July 17-23, 2016 and signed a Proclamation on July 12, 2016; the Board recognized Probation Services Week for the week of July 16-22, 2017 and signed a Proclamation on July 18, 2017; the Board recognized Probation Services Week for the week of July 15-21, 2018 and signed a Proclamation on July 10, 2018; the Board recognized Probation Services Week for the week of July 21-27, 2019 and signed a Proclamation on July 9, 2019; and the Board recognized Probation Services Week for the week of July 19-25, 2021 and signed a Proclamation on July 14, 2020.

**Summary of Request:**

Probation Services Week is recognized by the State of California and Pretrial, Probation and Parole Supervision Week is recognized nationally by the American Probation and Parole Association (APPA).

The field of Probation dates back to 1841 when John Augustus, a Boston cobbler (also credited as the "Father of Probation") persuaded the Boston Police Court to release an adult drunkard into his custody rather than sending him to prison - the prevalent means of dealing with law violations at that time. His efforts at reforming his first charge were successful, and he soon convinced the court to release other offenders to his supervision. By 1869 the Massachusetts legislature required a state agent to be present if court actions might result in the placement of a child in a reformatory, thus providing a model for modern caseworkers. The agents were to search for other placement, protect the child's interests, investigate the case before trial, and supervise the plan for the child after disposition. Massachusetts passed the first probation statute in 1878 mandating an official State probation system with salaried probation officers (National Center for Juvenile



---

**Item #: 4b)**

---

Justice [NCJJ], 1991). Other states quickly followed suit (NCJJ, 1991). Today probation is authorized in all states and is an integral part of the criminal justice system. Many foreign nations also have adopted approaches based on the United States protocol.

The Mendocino County Probation Department is charged with the responsibility of community protection and offender rehabilitation. This is accomplished through mandated services to the court (specifically, investigative reports and recommendations), and department efforts to guide youth and adult offenders under the Department's supervision. This is done by focusing services on higher risk youth/offenders, and specializing services for specific populations, such as gang member, sex offenders and mentally ill offenders, through intensive supervision and referral to appropriate therapeutic services.

The Probation Department consists of two major divisions: Probation Services and Juvenile Hall. Probation Services include investigations, diversion, intervention efforts, and supervision of adult offenders and delinquent youth. Juvenile Hall provides temporary, safe and secure detention for youth who are beyond the normal controls of the community.

The Probation Department is comprised of a committed group of employees whose genuine desire is to protect and serve their community. It is reflected in the hard work and dedication they bring to their jobs every day. Probation employees are doing work that makes a critical difference in the safety of Mendocino County residents. Probation Officers provide supervision and treatment resources to help individuals, families and communities address the issues and problems that drive crime. Officers also intervene to prevent recurrence of crime among juvenile delinquents and adult offenders by supervising them, holding them accountable for behavior, and making referrals to community-based service providers to address behavior driving criminality. Juvenile Correctional staff provides safe and secure housing for youth, while encouraging an environment that not only promotes accountability but also provides care, support and targeted programming. These services assist residents in learning new skills and gaining insight about what brought them into the juvenile justice system and what behavior changes are needed to be successful in the community. Lastly, clerical and administrative staff competently supports all the efforts of the Department, and allow for efficient and effective daily operations and the provision of quality services to the community.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

**budget clarification:** N/A

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

**if no, please describe:**

**revenue agreement:** N/A

**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

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

**CEO Review:** Yes

**CEO Comments:**

---

**Item #: 4b)**

---

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Adopted

Date: July 21, 2021



# PROCLAMATION

## OF THE

### MENDOCINO COUNTY BOARD OF SUPERVISORS

#### RECOGNIZING JULY 18 - 24, 2021 AS PROBATION SERVICES WEEK IN MENDOCINO COUNTY

WHEREAS, Probation supervision is an essential service for Mendocino County and the criminal justice system; and

WHEREAS, Probation staff uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, Probation staff are responsible for conducting investigations and completing disposition reports, receiving and completing initial reviews of all juvenile crimes for appropriate disposition recommendation, diverting nearly 300 youth from the juvenile justice system annually, and on a daily basis supervising approximately 700 adult offenders, and over 50 youth on probation, in placement, on community detention, and in the juvenile institution; and

WHEREAS, Probation staff are firm, consistent and focused on rehabilitation as they hold adult offenders and delinquent youth responsible for their actions, provide opportunity for positive behavioral changes, and enforce accountability with suitable incentives and sanctions; and

WHEREAS, Probation staff protect the public safety via proactive interventions – they are trained professionals who provide supervision and treatment resources to protect and help people, families, and communities address the problems that drive crime; and

WHEREAS, Probation staff work in partnership with justice system stakeholders, law enforcement and community agencies towards a shared vision of a safer community; and

WHEREAS, Probation staff respect victims' rights and work to provide services and protection for victims; and

WHEREAS, Probation staff advocate for the restoration of communities harmed by crime and delinquent behavior.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby proclaims the week of July 18 - 24, 2021, as:

“Probation Services Week”

Dated: July 20, 2021

---

Dan Gjerde, Chair



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 4c)**

---

**To: Board of Supervisors**

**From: Supervisor Williams**

**Meeting Date: July 20, 2021**

**Department Contact: Supervisor Williams**

**Phone: 463-4441**

**Item Type: Consent Agenda**

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

**Agenda Title:**

Adoption of Resolution Granting Permission for the Mendocino County Fair and Apple Show to Hold a Parade on Sunday, September 19, 2021, Between 12:00 p.m. and 1:30 p.m. Along Highway 128 in Boonville  
(Sponsor: Supervisors Williams)

**Recommended Action/Motion:**

Adopt Resolution granting permission for the Mendocino County Fair and Apple Show to hold a parade on Sunday, September 19, 2021, between 12:00 p.m. and 1:30 p.m. along Highway 128 in Boonville; authorize Chair to sign same; and authorize the Clerk of the Board to forward copies of the Resolution to the District Permit Coordinator, Caltrans (Eureka), the California Highway Patrol, and the Fair Manager.

**Previous Board/Board Committee Actions:**

The Board of Supervisors has approved the parade every year since 1986. The last action of the Board was on June 23, 2020.

**Summary of Request:**

Representatives of the Mendocino County Fair and Apple Show are requesting permission to hold a parade on Sunday, September 19, 2021, in Boonville. Said parade would be held between 12:00 p.m. and 1:30 p.m., commencing on Manchester Road and proceeding along Highway 128 to the Fairgrounds. Cooperation will be given to the California Highway Patrol and to the Mendocino County Sheriff's Department in allowing traffic to proceed on the highway, as only one lane is needed to conduct said parade. In order for the parade to be held, the Mendocino County Fair and Apple Show is seeking permission from the Mendocino County Board of Supervisors, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways.

**Alternative Action/Motion:**

Do not adopt Resolution

**Supervisory District: District 5**

**vote requirement: Majority**



---

**Item #: 4c)**

---

**Supplemental Information Available Online At:** [www.mendocountyfair.com](http://www.mendocountyfair.com) <<http://www.mendocountyfair.com>>

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

**budget clarification:** N/A

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

**if no, please describe:**

**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, Deputy Clerk I

**Date:** July 21, 2021

**Final Status:** Adopted

**Executed Item Type:** Resolution   **Number:** 21-110



**RESOLUTION NO. 21-110**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUESTING THAT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT ITS PERMISSION FOR THE MENDOCINO COUNTY FAIR AND APPLE SHOW PARADE IN BOONVILLE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION AND CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAY RIGHTS-OF-WAYS**

WHEREAS, the Mendocino County Fair and Apple Show wishes to hold a parade in connection with their annual Fair and Apple Show; and

WHEREAS, said parade will be held on Sunday, September 19, 2021, between 12:00 p.m. and 1:30 p.m., commencing on Manchester Road and proceeding along Highway 128 to the Fairgrounds; and

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

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors does hereby support the Mendocino County Fair and Apple Show Parade, subject to any State of California or Mendocino County health orders related to COVID-19 regarding public gatherings in effect as of the date of the parade, and seeks the support and cooperation of any involved agencies.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors does hereby state that any liabilities and responsibilities shall rest with the parade sponsors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors requests the California Department of Transportation to give its permission pursuant to the California Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights of Ways to the Mendocino County Fair and Apple Show to hold a parade on September 19, 2021, along Highway 128 in Boonville, California.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors is directed to forward copies of this Resolution to the California Department of Transportation District Permit Coordinator (Eureka), the California Highway Patrol, and the Mendocino County Fair and Apple Show.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
CHRISTIAN M. CURTIS  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
DAN GJERDE, 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: CARMEL J. ANGELO  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

## **RESOLUTION NO. 21-110**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUESTING THAT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT ITS PERMISSION FOR THE MENDOCINO COUNTY FAIR AND APPLE SHOW PARADE IN BOONVILLE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION AND CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAY RIGHTS-OF-WAYS**

WHEREAS, the Mendocino County Fair and Apple Show wishes to hold a parade in connection with their annual Fair and Apple Show; and

WHEREAS, said parade will be held on Sunday, September 19, 2021, between 12:00 p.m. and 1:30 p.m., commencing on Manchester Road and proceeding along Highway 128 to the Fairgrounds; and

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

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors does hereby support the Mendocino County Fair and Apple Show Parade, subject to any State of California or Mendocino County health orders related to COVID-19 regarding public gatherings in effect as of the date of the parade, and seeks the support and cooperation of any involved agencies.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors does hereby state that any liabilities and responsibilities shall rest with the parade sponsors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors requests the California Department of Transportation to give its permission pursuant to the California Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights of Ways to the Mendocino County Fair and Apple Show to hold a parade on September 19, 2021, along Highway 128 in Boonville, California.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors is directed to forward copies of this Resolution to the California Department of Transportation District Permit Coordinator (Eureka), the California Highway Patrol, and the Mendocino County Fair and Apple Show.



The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

---

DAN GJERDE, 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:*  
CHRISTIAN M. CURTIS  
County Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

---

Deputy



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4d)

---

**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** July 20, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Department Contact:** Howard Andrew Coren, MD

**Phone:** 472-2600

**Item Type:** Consent Agenda

**Time Allocated for Item:** n/a

**Agenda Title:**

Adoption of Resolution Declaring the Continuation of a Local Emergency Related to the Multiple September 2020 Fires including; August Complex, Oak Fire and Hopkins Fire, as Proclaimed by the Chief Executive Officer/Director of Emergency Services and Declaring the Continuation of a Local Health Emergency as Proclaimed by the Health Officer

**Recommended Action/Motion:**

Adopt Resolution declaring the continuation of a Local Emergency related to the Multiple September 2020 fires including; August Complex fire, Oak Fire and Hopkins fire as proclaimed by the Chief Executive Officer/Director of Emergency Services and declaring the continuation of a Local Health Emergency as proclaimed by the Health Officer; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board regularly adopts Resolutions both declaring and continuing local emergencies when necessary.

**Summary of Request:**

Beginning on August 14, 2020, an Extreme Heat Event struck California, causing record-breaking temperatures and Red Flag Warnings throughout California. On August 16, 2020 lightning sparked multiple fires across the Mendocino National Forest. As a result, the August Complex Fire started and has resulted in threats to critical infrastructure, including public safety and communication systems, structural damage and evacuations of several portions of the County.

On August 18, 2020, the Governor of the State of California proclaimed a State of Emergency due to the weather event resulting in widespread fires.

On September 7, 2020, the Oak Fire started and has further threatened infrastructure, public safety and communication, structures, and caused additional evacuations.

The Hopkins Fire from Tehama County has merged with the Elkhorn, Vinegar Peak and Willow Basin fires and entered into Mendocino County.

On September 10, 2020 the Mendocino County Health Officer issued a declaration of local health emergency as of September 7, 2020.

---

**Item #: 4d)**

---

On September 10, 2020 the Chief Executive Officer/Director of Emergency Services proclaimed the existence of a local emergency related to the September 2020 fires as of September 7, 2020.

On September 11, 2020, the Board of Supervisors adopted a Resolution ratifying the existence of a local emergency and local health emergency.

**Alternative Action/Motion:**

Do not adopt Resolution and provide direction to staff.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

**budget clarification:** N/A

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

**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, Deputy Clerk I

Date: July 21, 2021

Final Status: Adopted

Executed Item Type: Resolution Number: 21-111



## RESOLUTION NO. 21-111

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO SEPTEMBER 2020 FIRES AS PROCLAIMED BY THE CHIEF EXECUTIVE OFFICER/DIRECTOR OF EMERGENCY SERVICES AND REAFFIRMING THE EXISTENCE OF A LOCAL HEALTH EMERGENCY AS PROCLAIMED BY THE HEALTH OFFICER**

WHEREAS, the August Complex Fire emerged on August 17, 2020, burned over 938,000 acres, and destroyed multiple structures;

WHEREAS, the Oak Fire emerged on September 7, 2020, burned over 1,100 acres, and destroyed multiple structures;

WHEREAS, on September 25, 2020 through Executive Order N-81-20, the Governor Gavin Newsom declared a state of emergency in Del Norte, Los Angeles, and Mendocino Counties due to the wildfires;

WHEREAS, California Health and Safety Code section 101080 provides authority for the Health Officer to issue a declaration of local health emergency, and Government Code section 8630 and Mendocino County Code section 7.04 .050 provides authority for the Director of Emergency Services to issue a proclamation of local emergency if the Board of Supervisors is not in session;

WHEREAS, on September 10, 2020, the Chief Executive Officer/Director of Emergency Services proclaimed a local emergency as of September 7, 2020 due to the September 2020 fires;

WHEREAS, on September 10, 2020, the local health officer of the County of Mendocino County issued a declaration of local health emergency as of September 7, 2020 due to the hazardous air quality generated by the September 2020 fires;

WHEREAS, on September 11, 2020 the Board of Supervisors for the County of Mendocino ratified and reaffirmed the declaration of local emergency and local health emergency by the Chief Executive Officer/Director of Emergency Services and the local health officer by the September 2020 fires;

WHEREAS, Mendocino County continues to experience the effects of the September 2020 fires;

WHEREAS, Government Code Section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency;

WHEREAS, Mendocino County Code Section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than sixty (60) days after the previous review;



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

1. Proclaims that a local emergency continues to exist throughout Mendocino County due to September 2020 fires.
2. Finds that a local health emergency continues to exist and therefore, reaffirms the proclamation of local health emergency.
3. Provides that during this local emergency, the powers, functions, and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by state law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.
4. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
CHRISTIAN M. CURTIS  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
DAN GJERDE, 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: CARMEL J. ANGELO  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

## **RESOLUTION NO. 21-111**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO SEPTEMBER 2020 FIRES AS PROCLAIMED BY THE CHIEF EXECUTIVE OFFICER/DIRECTOR OF EMERGENCY SERVICES AND REAFFIRMING THE EXISTENCE OF A LOCAL HEALTH EMERGENCY AS PROCLAIMED BY THE HEALTH OFFICER**

WHEREAS, the August Complex Fire emerged on August 17, 2020, burned over 938,000 acres, and destroyed multiple structures;

WHEREAS, the Oak Fire emerged on September 7, 2020, burned over 1,100 acres, and destroyed multiple structures;

WHEREAS, on September 25, 2020 through Executive Order N-81-20, the Governor Gavin Newsom declared a state of emergency in Del Norte, Los Angeles, and Mendocino Counties due to the wildfires;

WHEREAS, California Health and Safety Code section 101080 provides authority for the Health Officer to issue a declaration of local health emergency, and Government Code section 8630 and Mendocino County Code section 7.04 .050 provides authority for the Director of Emergency Services to issue a proclamation of local emergency if the Board of Supervisors is not in session;

WHEREAS, on September 10, 2020, the Chief Executive Officer/Director of Emergency Services proclaimed a local emergency as of September 7, 2020 due to the September 2020 fires;

WHEREAS, on September 10, 2020, the local health officer of the County of Mendocino County issued a declaration of local health emergency as of September 7, 2020 due to the hazardous air quality generated by the September 2020 fires;

WHEREAS, on September 11, 2020 the Board of Supervisors for the County of Mendocino ratified and reaffirmed the declaration of local emergency and local health emergency by the Chief Executive Officer/Director of Emergency Services and the local health officer by the September 2020 fires;

WHEREAS, Mendocino County continues to experience the effects of the September 2020 fires;

WHEREAS, Government Code Section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency;

WHEREAS, Mendocino County Code Section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than sixty (60) days after the previous review;

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

1. Proclaims that a local emergency continues to exist throughout Mendocino County due to September 2020 fires.
2. Finds that a local health emergency continues to exist and therefore, reaffirms the proclamation of local health emergency.
3. Provides that during this local emergency, the powers, functions, and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by state law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.
4. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
DAN GJERDE, 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:  
CHRISTIAN M. CURTIS  
County Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4e)

---

**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** July 20, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of a Resolution Renewing its Declaration of a Local Emergency and Extending the Existence of a Local Emergency Due to Drought Conditions and Imminent Threat of Disaster in Mendocino County

**Recommended Action/Motion:**

Adopt Resolution renewing its declaration of a local emergency and extending the existence of a local emergency due to drought conditions and imminent threat of disaster in Mendocino County; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The BOS received a presentation on April 12, 2021 about the current drought conditions. On April 20, 2021, the Board of Supervisors adopted a Resolution declaring a local emergency due to drought condition.

**Summary of Request:**

Mendocino County is in the midst of an historic drought with the water levels in our reservoirs and wells at extremely low levels. Subsequent to the Board's adoption of an initial declaration of a local emergency, Governor Gavin Newsom declared a state of emergency due to drought conditions in the Russian River watershed, and the State Water Resources Control Board has notified certain junior water rights holders of a need to limit water diversions in order to preserve drinking water availability.

Drought conditions continue to affect the County, and the Executive Office requests that the Board of Supervisors adopt this resolution renewing and extending the local emergency in the County due to drought conditions.

**Alternative Action/Motion:**

Provide direction to staff.

**Supervisory District:** All

**vote requirement:** Majority

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



---

**Item #: 4e)**

---

**Fiscal Details:****source of funding:** N/A**current f/y cost:** N/A**annual recurring cost:** N/A**budget clarification:** N/A**budgeted in current f/y:** N/A**if no, please describe:****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, Deputy Clerk I**Date:** July 21, 2021**Final Status:** Adopted**Executed Item Type:** Resolution **Number:** 21-112

## RESOLUTION NO. 21-112

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING ITS DECLARATION OF A LOCAL EMERGENCY AND EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS AND IMMINENT THREAT OF DISASTER IN MENDOCINO COUNTY**

WHEREAS, Government Code section 8558 and Mendocino County Code section 7.04.030 provide that a local emergency means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property cause by conditions including drought; and

WHEREAS, Government Code section 8630 provides that a local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body; and

WHEREAS, on March 5, 2021, United States Department of Agriculture ("USDA") Secretary Tom Vilsack designated 50 of California's counties, including Mendocino County, as primary natural disaster areas due to a recent drought, which allows for farm operations to be eligible for certain assistance available through the USDA Farm Service Agency; and

WHEREAS, rainfall totals are lower than average throughout Mendocino County, including that Ukiah has received only 40% of its average rainfall as of April 9, 2021; and

WHEREAS, information available from Sonoma Water as of April 2021 regarding the water levels of Lake Pillsbury and Lake Mendocino showed that both reservoirs have water levels drastically below target storage levels, with Lake Pillsbury at 56.8% of the target water supply curve and Lake Mendocino at 44.2% of the target water supply curve as of early April; and

WHEREAS, the reservoir capacities of Lake Pillsbury and Lake Mendocino are far below that of the 2013/2014 drought year; and

WHEREAS, Ukiah Valley vintners and farmers depend on water from Lake Mendocino for frost protection and watering of livestock, and, given the critically low levels of Lake Mendocino, water supply for these purposes is short, placing the local economy in a state of dire emergency if water runs out; and

WHEREAS, the entire economy of Mendocino County is placed in great jeopardy because of the current water shortage due to its dependence on Lake Mendocino and Russian River water allocations, and must act proactively to prevent an imminent disaster; and

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Mendocino County; and

WHEREAS, on April 20, 2021, by Resolution No. 21-051, the Mendocino County Board of Supervisors declared a local emergency due to drought conditions; and

WHEREAS, pursuant to Mendocino County Code section 7.10.06, the provisions of Chapter 7.10 – Emergency Water Conservation were reinstated upon the declaration of the drought emergency; and



WHEREAS, on April 21, 2021, Governor Gavin Newsom proclaimed a state of emergency in Mendocino and Sonoma Counties due to drought conditions in the Russian River Watershed; and

WHEREAS, on May 26, 2021, due to drought conditions in the Russian River Watershed, the State Water Resources Control Board notified over 900 junior water rights holders that there is not enough water in the watershed and that diversions must be reduced immediately to safeguard the community's drinking water availability for the remainder of 2021; and

WHEREAS, Government Code section 8630 requires that the Board of Supervisors review, at least every sixty days, the need for continuing the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares as follows:

1. Conditions of extreme peril to the safety of persons and property continue within Mendocino County due to drought conditions.
2. As a consequence of said conditions and pursuant to Government Code section 8630 a local emergency continues to exist throughout Mendocino County as a result of the drought conditions.
3. During this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board


  
\_\_\_\_\_  
DAN GJERDE, 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:  
CHRISTIAN M. CURTIS  
County Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

  
\_\_\_\_\_  
Deputy

## **RESOLUTION NO. 21-112**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING ITS DECLARATION OF A LOCAL EMERGENCY AND EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS AND IMMINENT THREAT OF DISASTER IN MENDOCINO COUNTY**

WHEREAS, Government Code section 8558 and Mendocino County Code section 7.04.030 provide that a local emergency means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property cause by conditions including drought; and

WHEREAS, Government Code section 8630 provides that a local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body; and

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary Tom Vilsack designated 50 of California’s counties, including Mendocino County, as primary natural disaster areas due to a recent drought, which allows for farm operations to be eligible for certain assistance available through the USDA Farm Service Agency; and

WHEREAS, rainfall totals are lower than average throughout Mendocino County, including that Ukiah has received only 40% of its average rainfall as of April 9, 2021; and

WHEREAS, information available from Sonoma Water as of April 2021 regarding the water levels of Lake Pillsbury and Lake Mendocino showed that both reservoirs have water levels drastically below target storage levels, with Lake Pillsbury at 56.8% of the target water supply curve and Lake Mendocino at 44.2% of the target water supply curve as of early April; and

WHEREAS, the reservoir capacities of Lake Pillsbury and Lake Mendocino are far below that of the 2013/2014 drought year; and

WHEREAS, Ukiah Valley vintners and farmers depend on water from Lake Mendocino for frost protection and watering of livestock, and, given the critically low levels of Lake Mendocino, water supply for these purposes is short, placing the local economy in a state of dire emergency if water runs out; and

WHEREAS, the entire economy of Mendocino County is placed in great jeopardy because of the current water shortage due to its dependence on Lake Mendocino and Russian River water allocations, and must act proactively to prevent an imminent disaster; and

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Mendocino County; and

WHEREAS, on April 20, 2021, by Resolution No. 21-051, the Mendocino County Board of Supervisors declared a local emergency due to drought conditions; and

WHEREAS, pursuant to Mendocino County Code section 7.10.06, the provisions of Chapter 7.10 – Emergency Water Conservation were reinstated upon the declaration of the drought emergency; and



WHEREAS, on April 21, 2021, Governor Gavin Newsom proclaimed a state of emergency in Mendocino and Sonoma Counties due to drought conditions in the Russian River Watershed; and

WHEREAS, on May 26, 2021, due to drought conditions in the Russian River Watershed, the State Water Resources Control Board notified over 900 junior water rights holders that there is not enough water in the watershed and that diversions must be reduced immediately to safeguard the community's drinking water availability for the remainder of 2021; and

WHEREAS, Government Code section 8630 requires that the Board of Supervisors review, at least every sixty days, the need for continuing the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares as follows:

1. Conditions of extreme peril to the safety of persons and property continue within Mendocino County due to drought conditions.
2. As a consequence of said conditions and pursuant to Government Code section 8630 a local emergency continues to exist throughout Mendocino County as a result of the drought conditions.
3. During this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
DAN GJERDE, 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:*  
CHRISTIAN M. CURTIS  
County Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
Deputy





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4f)

---

**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** July 20, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Declaring the Continuation of a Local Emergency Related to the October Wind Events and Corresponding Pacific Gas and Electric Public Safety Power Shutoff Events on October 23, 2019, October 26, 2019 and October 29, 2019, in Mendocino County as Proclaimed by the Chief Executive Officer/Director of Emergency Services

**Recommended Action/Motion:**

Adopt Resolution declaring the continuation of a Local Emergency related to the October wind events and corresponding Pacific Gas and Electric Public Safety Power Shutoff Events on October 23, 2019, October 26, 2019, and October 29, 2019, in Mendocino County as declared by the Chief Executive Officer/Director of Emergency Services; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On October 27, 2019, Governor Gavin Newsom declared a State of Emergency for the state of California. On October 30, 2019, the Mendocino County Chief Executive Officer/Director of Emergency Services proclaimed that a Local Emergency exists throughout Mendocino County. On November 5, 2019, the Board of Supervisors ratified the Declaration of Local Emergency. On November 19, 2019, December 17, 2019, January 7, 2020, February 4, 2020, February 25, 2020, March 24, 2020, April 20, 2020, May 19, 2020, June 10, 2020, and June 23, 2020, July 21, 2020, August 18, 2020, September 1, 2020, September 22, 2020, October 20, 2020, November 17, 2020, and December 15, 2020 the Board of Supervisors declared the continuation of the local emergency.

**Summary of Request:**

On October 26, 2019, Pacific Gas and Electric (PG&E) de-energized the power to all of Mendocino County resulting in all 90,000 residents being without power for 4 days or more. PG&E began the line inspections for re-energization on October 30 and stated that it will take up to 48 hours to restore power county-wide. The extended outage has created a local emergency in Mendocino County. On October 30, 2019, the Mendocino County Chief Executive Officer/Director of Emergency services proclaimed, by delegation, that a state of emergency exists. Pursuant to Mendocino County Code Section 7.04.090(3), the Board of Supervisors shall review, at its regularly scheduled meeting, the need for continuing the local emergency.

**Alternative Action/Motion:**

Do not ratify resolution and provide alternative direction to staff.

---

**Item #: 4f)**

---

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

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

**if no, please describe:**

**revenue agreement:** N/A

**budget clarification:** N/A

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Janelle Rau, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

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

**Date:** July 21, 2021

**Final Status:** Adopted

**Executed Item Type:** Resolution    **Number:** 21-113





## RESOLUTION NO. 21-113

### RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RATIFYING THE DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO THE OCTOBER 2019 WIND EVENTS

WHEREAS beginning on October 23, 2019, a significant wind event struck California, resulting in nearly statewide red flag warnings due to extremely dangerous fire weather conditions; and

WHEREAS, on or about October 23, 2019, electric service to portions of Mendocino County was shut off as part of a "Public Safety Power Shutoff" ("PSPS") due to extremely dangerous fire weather conditions; and

WHEREAS, on or about October 26, 2019, electric service to wide swaths of the County was shut off as part of a broader PSPS event encompassing the majority of counties in California, causing a sudden and severe energy shortage in Mendocino County; and

WHEREAS, residents of Mendocino County rely on electricity for the provision of heat, preservation of food, and provision of water, medically vulnerable residents of Mendocino County rely on electricity for life saving and life sustaining equipment, Mendocino County businesses rely on electricity to provide essential goods and services, and public facilities and critical infrastructure in Mendocino County rely on electricity for various essential functions; and

WHEREAS, restoration of electric service after the October 26, 2019 PSPS event did not commence until October 30, 2019 and took significantly longer in other portions of the County, and;

WHEREAS, during the extremely dangerous fire weather conditions from October 23, 2019 through October 30, 2019, Mendocino County experienced multiple fires, and

WHEREAS, on October 27, 2019, Governor Gavin Newsom declared a state of emergency for the State of California based on the historic wind event, extreme fire danger, de-energization, and "cascading impacts . . . which will likely extend beyond the conclusion of the weather event . . ."; and

WHEREAS, on October 30, 2019, the Mendocino County Chief Executive Officer/Director of Emergency Services proclaimed that a local emergency exists throughout Mendocino County; and

WHEREAS, the County of Mendocino continues to experience the effects of the foregoing.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors ratifies the proclamation of the Chief Executive Officer/Director of Emergency Services and further proclaims that:

1. Conditions of extreme peril to the safety of persons and property have arisen within Mendocino County due to the extreme winds, fire conditions, de-energization of power lines, and related conditions originating on October 23, 2019.
2. Provides that during this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

3. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

  
DAN GJERDE, Chair  
Mendocino County Board of Supervisors

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

APPROVED AS TO FORM:  
CHRISTIAN M. CURTIS, Acting County  
Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

  
Deputy

  
Deputy

## RESOLUTION NO. 21-113

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RATIFYING THE DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO THE OCTOBER 2019 WIND EVENTS**

WHEREAS beginning on October 23, 2019, a significant wind event struck California, resulting in nearly statewide red flag warnings due to extremely dangerous fire weather conditions; and

WHEREAS, on or about October 23, 2019, electric service to portions of Mendocino County was shut off as part of a "Public Safety Power Shutoff" ("PSPS") due to extremely dangerous fire weather conditions; and

WHEREAS, on or about October 26, 2019, electric service to wide swaths of the County was shut off as part of a broader PSPS event encompassing the majority of counties in California, causing a sudden and severe energy shortage in Mendocino County; and

WHEREAS, residents of Mendocino County rely on electricity for the provision of heat, preservation of food, and provision of water, medically vulnerable residents of Mendocino County rely on electricity for life saving and life sustaining equipment, Mendocino County businesses rely on electricity to provide essential goods and services, and public facilities and critical infrastructure in Mendocino County rely on electricity for various essential functions; and

WHEREAS, restoration of electric service after the October 26, 2019 PSPS event did not commence until October 30, 2019 and took significantly longer in other portions of the County, and;

WHEREAS, during the extremely dangerous fire weather conditions from October 23, 2019 through October 30, 2019, Mendocino County experienced multiple fires, and

WHEREAS, on October 27, 2019, Governor Gavin Newsom declared a state of emergency for the State of California based on the historic wind event, extreme fire danger, de-energization, and "cascading impacts . . . which will likely extend beyond the conclusion of the weather event . . ."; and

WHEREAS, on October 30, 2019, the Mendocino County Chief Executive Officer/Director of Emergency Services proclaimed that a local emergency exists throughout Mendocino County; and

WHEREAS, the County of Mendocino continues to experience the effects of the foregoing.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors ratifies the proclamation of the Chief Executive Officer/Director of Emergency Services and further proclaims that:

1. Conditions of extreme peril to the safety of persons and property have arisen within Mendocino County due to the extreme winds, fire conditions, de-energization of power lines, and related conditions originating on October 23, 2019.
2. Provides that during this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

3. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
DAN GJERDE, 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:  
CHRISTIAN M. CURTIS, Acting County  
Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_

\_\_\_\_\_  
Deputy





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 4g)**

---

**To: Board of Supervisors**

**From:** Executive Office

**Meeting Date:** July 20, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Department Contact:** Darcie Antle

**Phone:** 463-4441

**Item Type:** Consent Agenda

**Time Allocated for Item:** n/a

**Agenda Title:**

Approval of Letter of Support to the California Fire Safe Council Authorizing Mendocino County Fire Safe Council to Apply for the One-Time Allocation in the Amount of \$175,000 from the 2021 California Fire Safe Council County Coordinators Grant Project on Behalf of Mendocino County

**Recommended Action/Motion:**

Approve letter of support to the California Fire Safe Council authorizing Mendocino County Fire Safe Council to apply for one-time allocation in the amount of \$175,000 from the 2021 California Fire Safe Council County Coordinators Grant Project on behalf of Mendocino County; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

No previous board action.

**Summary of Request:**

The 2021 County Coordinators Grant Program is a one-time funding to assist counties with wildfire mitigation outreach and coordination. The objective of the County Coordinators Grant is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within counties containing State Responsibility Area (SRA) lands. Up to 24 counties will receive a one-time allocation of \$175,000 to cover administrative costs relevant to county-wide coordination efforts, including but not limited to the salary, support, and administrative costs for a designated County Coordinator. The project start date is October 1, 2021 and all work is required to be completed by March 31, 2023.

Under this grant, Counties and their Coordinators will work closely with the California Fire Safe Council's existing Regional Coordinators to:

- 1) Build a census of all active wildfire mitigation groups, contact points, collaboration efforts, and projects.
- 2) Analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop recommendation to fill these needs.
- 3) Develop mechanisms to improve outreach and coordination efforts, such as group formation, funding plans,

---

**Item #: 4g)**

---

governance structures, and state/regional/local planning efforts.

4) Provide a comprehensive final report summarizing the County Wildfire Outreach and Coordination Plans, key issues, success outcomes and gaps, and recommendations.

Only one application will be accepted per county. Counties may choose to direct the application process and funds to the non-profit or public agency that they feel are best equipped to execute the project. The Mendocino County Fire Safe Council has managed numerous large and small fuel reduction projects and conducted countless public education campaigns in addition to developing and supporting 40 neighborhood fire safe councils. Mendocino County Fire Safe Council is best equipped to execute the scope of the grant program and meet project metrics and deliverables.

**Alternative Action/Motion:**

Provide direction to staff for alternative handling

**Supervisory District:** All

**vote requirement:** Majority

<b>Supplemental</b>	<b>Information</b>	<b>Available</b>	<b>Online</b>	<b>At:</b>
<a href="https://cafiresafecouncil.org/grants-and-funding/2021-county-coordinators-grant-opportunity">https://cafiresafecouncil.org/grants-and-funding/2021-county-coordinators-grant-opportunity</a>				

**Fiscal Details:**

**source of funding:** n/a

**current f/y cost:** n/a

**annual recurring cost:** n/a

**budget clarification:** n/a

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

**if no, please describe:**

**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, Deputy Clerk I

Date: July 21, 2021

Final Status: Approved



CARMEL J. ANGELO  
Chief Executive Officer  
Clerk of the Board



**COUNTY OF MENDOCINO**  
**BOARD OF SUPERVISORS**

CONTACT INFORMATION  
501 Low Gap Road • Room 1010  
Ukiah, California 95482  
TELEPHONE: (707) 463-4221  
FAX: (707) 463-7237  
Email: [bos@mendocinocounty.org](mailto:bos@mendocinocounty.org)  
Web: [www.mendocinocounty.org/government/board-of-supervisors](http://www.mendocinocounty.org/government/board-of-supervisors)

July 20, 2021

Hedi Jalon, Executive Director  
California Fire Safe Council  
5834 Price Ave, Ste 101  
McClellan, CA 95652

Re: 2021 County Coordinators Grant Program

Dear Executive Director Jalon:

The Mendocino County Board of Supervisors authorizes the Mendocino County Fire Safe Council to apply on behalf of Mendocino County for the 2021 California Fire Safe Council County Coordinators Grant Project and serve as the grant subrecipient. Our board is confident that Mendocino County Fire Safe Council can execute the scope of the grant program and meet project metrics and deliverables.

Mendocino County Fire Safe Council is aware that, as a subrecipient, they will be required to work closely with the Mendocino County Board of Supervisors and other fire mitigation groups within the county to meet the County Coordinators grant objectives of educating, encouraging, and developing county-wide collaboration and coordination. Our Board is prepared to support and assist Mendocino County Fire Safe Council in the execution of these project goals.

Should you require additional confirmation of Mendocino County's support of Mendocino County Fire Safe Council, the Board of Supervisor's office may be reached at phone number and email address above.

Sincerely

Dan Gjerde, Chair  
Mendocino County Board of Supervisors

**THE BOARD OF SUPERVISORS**

GLENN MCGOURTY  
First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

DAN GJERDE  
Fourth District

TED WILLIAMS  
Fifth District

CARMEL J. ANGELO  
Chief Executive Officer  
Clerk of the Board



**COUNTY OF MENDOCINO  
BOARD OF SUPERVISORS**

CONTACT INFORMATION  
501 Low Gap Road • Room 1010  
Ukiah, California 95482  
TELEPHONE: (707) 463-4221  
FAX: (707) 463-7237  
Email: [bos@mendocinocounty.org](mailto:bos@mendocinocounty.org)  
Web: [www.mendocinocounty.org/government/board-of-supervisors](http://www.mendocinocounty.org/government/board-of-supervisors)

July 20, 2021

Hedi Jalon, Executive Director  
California Fire Safe Council  
5834 Price Ave, Ste 101  
McClellan, CA 95652

Re: 2021 County Coordinators Grant Program

Dear Executive Director Jalon:

The Mendocino County Board of Supervisors authorizes the Mendocino County Fire Safe Council to apply on behalf of Mendocino County for the 2021 California Fire Safe Council County Coordinators Grant Project and serve as the grant subrecipient. Our board is confident that Mendocino County Fire Safe Council can execute the scope of the grant program and meet project metrics and deliverables.

Mendocino County Fire Safe Council is aware that, as a subrecipient, they will be required to work closely with the Mendocino County Board of Supervisors and other fire mitigation groups within the county to meet the County Coordinators grant objectives of educating, encouraging, and developing county-wide collaboration and coordination. Our Board is prepared to support and assist Mendocino County Fire Safe Council in the execution of these project goals.

Should you require additional confirmation of Mendocino County's support of Mendocino County Fire Safe Council, the Board of Supervisor's office may be reached at phone number and email address above.

Sincerely

Dan Gjerde, Chair  
Mendocino County Board of Supervisors

**THE BOARD OF SUPERVISORS**

GLENN MCGOURTY  
First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

DAN GJERDE  
Fourth District

TED WILLIAMS  
Fifth District





# California Fire Safe Council County Coordinators Grant Opportunity

June 21, 2021

## FOR MORE INFORMATION

### CONTACT

Julia Marsili  
(916) 538-1852

[jmarsili@cafiresafecouncil.org](mailto:jmarsili@cafiresafecouncil.org)

Amber Gardner  
(916) 256-3337

[agardner@cafiresafecouncil.org](mailto:agardner@cafiresafecouncil.org)

More information on our  
website:

<https://cafiresafecouncil.org/grants-and-funding/2021-county-coordinators-grant-opportunity/>

### Acknowledgements

Funding for this grant  
program is provided  
by a grant from CAL  
FIRE.

California Fire Safe Council (CFSC), in partnership with the California State Association of Counties (CSAC) and the Rural County Representatives of California (RCRC), is pleased to announce the 2021 County Coordinators Grant Program to assist counties with wildfire mitigation outreach and coordination. The objective of the County Coordinators Grant is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within counties containing State Responsibility Area (SRA) lands. Up to 24 counties will receive a one-time grant of \$175,000 to be used to cover administrative costs relevant to county-wide coordination efforts, including but not limited to the salary, support, and administrative costs for a designated County Coordinator.

### Funding Available:

Up to 24 counties will receive a one-time grant of \$175,000.

### Eligibility:

Priority will be given to counties with a high percentage of Very High Fire Hazard Severity Zones and a higher proportion of disadvantaged and/or low-income communities. To apply, counties must be the starting point and invested in the scope and goals of the project. However, counties may choose to direct the application process and funds to the non-profit or public agency that they feel are best equipped to execute the project. Local fire mitigation groups are not eligible to apply unless their county designates them as the primary applicant and provides a letter of support. Only one application per county will be accepted.

For local wildfire mitigation organizations, such as Fire Safe Councils and similar groups, the county must be the starting point to apply for the County Coordinators grant. We encourage groups to communicate closely with their county's board of supervisors to develop a shared plan and determine who is best suited to execute the County Coordinators Project.

### Goals

Counties and their Coordinators will work closely with the CA Fire Safe Council's existing Regional Coordinators to:

- (I) Build a census of all active wildfire mitigation groups, contact points, collaboration efforts, and projects.
- (II) Analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop recommendation to fill these needs.
- (III) Develop mechanisms to improve outreach and coordination efforts, such as group



# California Fire Safe Council

## County Coordinators Grant Opportunity

### FOR MORE INFORMATION

### CONTACT

Julia Marsili  
(916) 538-1852  
[jmarsili@cafiresafecouncil.org](mailto:jmarsili@cafiresafecouncil.org)

Amber Gardner  
(916) 256-3337  
[agardner@cafiresafecouncil.org](mailto:agardner@cafiresafecouncil.org)

More information on our  
website:  
[https://cafiresafecouncil.org/  
grants-and-funding/2021-  
county-coordinators-grant-  
opportunity/](https://cafiresafecouncil.org/grants-and-funding/2021-county-coordinators-grant-opportunity/)

### Acknowledgements

Funding for this grant  
program is provided  
by a grant from CAL  
FIRE.

formation, funding plans, governance structures, and state/regional/local planning efforts.

(IV) Provide a comprehensive final report summarizing the County Wildfire Outreach and Coordination Plans, key issues, success outcomes and gaps, and recommendations.

### Deliverables/Expectations

(I) Participate in monthly check-in meetings with CFSC staff and quarterly meetings with state/regional/county coordinators and other interested county-wide wildfire mitigation groups.

(II) Identify, summarize, and report on local groups, grants, and projects within each county at the onset of the grant project and the conclusion of the grant project.

(III) Track and monitor collaborative efforts, tasks, meetings, workshops, and plans developed by the County Coordinator during the project window.

(IV) Submit quarterly programmatic and fiscal reports.

### \$175,000 Grant Suggested Uses:

- Hire/designate a County Coordinator to implement project
- Office space for County Coordinator
- Cost of outreach materials
- Technology/infrastructure needed to communicate, measure, and/or track groups and collaborative efforts
- Develop community wildfire protection plans (CWPP) or equivalent county-level planning effort
- Assist in new group formation (i.e. a county-wide Fire Safe Council)

### Timeline:

Applications open **August 1<sup>st</sup>, 2021** and the application deadline is **August 31<sup>st</sup>, 2021** at 11:59PM PST. Grants awards will be announced in September 2021.

The project start date is **October 1<sup>st</sup>, 2021** and all work is required to be completed by **March 31<sup>st</sup>, 2023**.

### To Apply:

Applications open August 1<sup>st</sup>, 2021. Visit <https://cafiresafecouncil.org/grants-and-funding/2021-county-coordinators-grant-opportunity/> to create a new ZoomGrants account or login to your existing account and select “**2021 CAL FIRE County Coordinators**” grant program to begin.

## CFSC County Coordinator Grant Opportunity

### Frequently Asked Questions



#### 1. What is the application timeline and where do I apply?

Applications will open August 1<sup>st</sup>, 2021, and close August 31<sup>st</sup>, 2021, at 11:59pm PST.

Applications will be available at <https://cafiresafecouncil.org/grants-and-funding/apply-for-a-grant/>.

#### 2. Who do I contact if I have questions or need assistance with my application?

Please contact CFSC Staff Grant Specialist, Julia Marsili, at [jmarsili@cafiresafecouncil.org](mailto:jmarsili@cafiresafecouncil.org) or 916-538-1852.

#### 3. Is this an ongoing, annual grant opportunity?

Currently, this is a one-time pilot program; however, we hope to obtain additional funding to extend the project in the future.

#### 4. What is the total funding available per county and what is the total length of the grant term? Will there be an option to extend the term if needed?

The funding maximum is \$175,000 per county. The total grant term is 18 months and there will be no extensions available at this time.

#### 5. Can funds from this grant be used to support a paid position for a Fire Safe Council?

Yes, funds may be used to support a paid position for a Fire Safe Council or other fire mitigation organization; however, we will only accept one application per county. Counties must designate the fire mitigation organization as their county's applicant and provide a letter of support.

#### 6. Can the County Coordinator help to prepare grant applications for fuel reduction projects or other administrative tasks relevant to fire readiness?

Yes, the County Coordinator may assist with planning and preparing grant applications, perform outreach and communications, attend meetings, coordinate volunteers, or otherwise support a county's current efforts as needed.

**7. Are the funds limited to a single County Coordinator or can they be used to cover time for multiple individuals involved in county-wide programming?**

Counties must designate one County Coordinator; however, funds may be used to cover time for positions directly related to the County Coordinator, such as a direct supervisor or assistant.

**8. Can funds be used to cover the County Coordinator's benefits as well as salary?**

Funds may be used to cover any County Coordinator administrative costs including benefits.

**9. Can we offer the County Coordinator position to an existing employee within the county?**

Yes, an existing employee may fill the County Coordinator role if they have the capacity to complete the job functions and manage the program. Counties or their designated agencies may also hire a new employee or create a contract position to fill the County Coordinator role.

**10. Is my county eligible to apply if we have high fire risk but show limited low-income or disadvantaged communities?**

Yes, all counties containing State Responsibility Area (SRA) land are encouraged to apply if they have a need for a County Coordinator. Applications will be evaluated on a combination of factors, including project need/viability, fire risk, past fire activity, and the prevalence of low-income/disadvantaged communities.

Please visit <https://calfire-forestry.maps.arcgis.com/apps/MapSeries/index.html?appid=f767d3f842fd47f4b35d8557f10387a7> to view maps showing your county's Fire Hazard Severity Zones and Low-Income/Disadvantaged communities.





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4h)

---

**To:** Board of Supervisors

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Jenine Miller, Psy.D

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Action Network in the Amount of \$88,000 to Provide Mental Health Services Act Funded Programs Meeting Service Criteria for Prevention and Early Intervention, Community Services and Supports, and Outreach for Early Recognition of Mental Illness, Effective July 1, 2021 through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Action Network in the amount of \$88,000 to provide Mental Health Services Act funded programs meeting service criteria for Prevention and Early Intervention, Community Services and Supports, and Outreach for Early Recognition of Mental Illness, effective July 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director/Behavioral Health Director to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign the same.

**Previous Board/Board Committee Actions:**

N/A

**Summary of Request:**

The Mental Health Services Act (MHSA) funds the Community Services and Supports (CSS) Outreach and Engagement component program, the Prevention and Early Intervention (PEI) Prevention services program, and a program for Outreach to Recognize the Signs of Mental Illness. CSS programs work to connect individuals with serious mental illness to the appropriate mental health support programs. PEI programs work with communities to mitigate the risk of development of mental health conditions by strengthening protective factors. Outreach and Early Recognition of Mental Illness programs work to educate the community about risk factors and supportive services, and work to increase access to mental health services for those in need through connection and provision of services.

Historically, contracts for these services in Mendocino County were included in the Specialty Mental Health Administrative Services Organization contract. However, with a change of service provider, these contracts have transitioned to the County for direct administration. In light of this change, in July 2020, Mendocino County Behavioral Health and Recovery Services (BHRS) released Request for Proposal (RFP) No. MH-20-003-RFP for MHSA CSS services, and RFP No. MH-20-004-RFP for MHSA PEI services. The awards resulting from the RFPs did not meet all MHSA CSS and PEI requirements for services to all age groups, and did not meet stakeholder driven priorities to continue and expand existing services where possible. As a result, BHRS researched additional vendors able to provide services in areas not addressed by vendors selected from the

---

**Item #: 4h)**

---

RFPs.

Action Network did not participate in the RFPs, but is able to provide MHSA required and funded CSS and PEI services in the south coast region of Mendocino County, and therefore is selected as an alternate vendor to perform services required by MHSA regulation. Action Network will provide CSS and PEI services such as outreach, engagement, linkages to appropriate mental health services, screenings and assessments to determine mental health needs, referrals to therapeutic counseling and culturally specific treatment options; develop brochures or marketing tools; develop and utilize approaches that reduce stigma and discrimination; and attend and participate in MHSA Forums.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** MHSA (MA CSS, MA PEI)

**current f/y cost:** \$88,000

**annual recurring cost:** N/A

**budget clarification:**

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

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

**Date:** July 22, 2021

**Final Status:** Approved

**Executed Item Type:** Agreement **Number:** 21-149

**Note to Department** Number of Original Agreements  
Returned to Dept: 0 Original Agreement Delivered to Auditor?  
No



**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Action Network**, 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 Act, Community Services and Supports and Prevention and Early Intervention services to the south coast region of Mendocino County; 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	Business Associate Agreement
Attachment 1	Prevention and Early Intervention Regulations
Attachment 2	Sample Invoice

The term of this Agreement shall be from July 1, 2021 (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Eighty-Eight Thousand Dollars (\$88,000) for the term of this Agreement.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenine Miller, HHSA Assistant Director/  
Behavioral Health Director

Date: 6/30/21

Budgeted: ☒ Yes ☐ No  
Budget Unit: 4051  
Line Item: 86-2189  
Org/Object Code: MA CSS, MA PEI  
Grant: ☐ Yes ☒ No  
Grant No.:

COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
**JUL 22 2021**

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
**JUL 22 2021**

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 06/29/2021

CONTRACTOR/COMPANY NAME

By: Thais Mazur  
Thais Mazur, Executive Director

Date: 6/30/2021

NAME AND ADDRESS OF CONTRACTOR:

Action Network  
P.O. Box 1163  
Gualala, CA 95445  
707-884-5413  
thais@mcn.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:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 06/29/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: 06/29/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ EB# 21-219  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: 501(c)(3) \_\_\_\_\_



## **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  
HHSB BHRS  
1120 S. Dora St.  
Ukiah, CA 95482  
Attn: Jenine Miller

To CONTRACTOR: Action Network  
P.O. Box 1163  
Gualala, CA 95445  
Attn: Thais Mazur

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 \$88,000 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 Exhibits 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 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. CONTRACTOR shall provide the following services in the South Coast area of Mendocino County that meet the criteria for Mental Health Services Act (MHSA), Prevention and Outreach programs. Action Network Programs will include activities for the underserved rural population, including teens, for the purpose of reducing risk factors for developing Severe Mental Illness (SMI), and to reduce negative outcomes. CONTRACTOR shall provide Community Services and Supports (CSS) Outreach and Engagement activities to reach out to, identify, and engage un-served and underserved populations in the community that may be suffering from severe emotional disturbance or severe and persistent mental illness who, without intervention, would likely end up in a higher level of care.
- II. CONTRACTOR shall provide the following Prevention and Early Intervention (PEI) services:
  - A. Provide services in a way that meets requirements of PEI Prevention and Outreach for Early Recognition of signs of Mental Health.
  - B. Provide outreach, engagement, and linkages to appropriate mental health services, targeting the Latino and Native American populations in the Gualala and Point Arena communities and surrounding areas of the south coast.
  - C. Provide screenings and assessments to determine mental health needs. Services may include telephone help lines and mobile responses.
  - D. Provide linkages to connect children, adolescents, adults and older adults with the first signs of mental illness, at risk of mental illness, or with severe mental illness to medically necessary care and treatment (including but not limited to care provided by the COUNTY mental health programs) as early in the onset of mental illness as is practicable.
  - E. Provide referrals to therapeutic counseling, and to culturally specific treatment options as appropriate, including but not limited to: individual therapy, group therapy, traditional healing/spiritual interventions (including those that emphasize herbalist approaches), tele-psychiatry, Substance Use Disorder Treatment (SUDT) services, social services and supports, and Red Road.
  - F. Utilize bilingual and culturally proficient staff, as needed.
  - G. Develop brochures or marketing tools, in a format fit for public consumption, and provide the COUNTY with at least fifty (50) copies.
  - H. Provide services in a way that takes into account particular needs of the underserved Latino and Native American tribal community members, and that are designed to improve timely access to mental health services. This may

include considerations such as, but not limited to accessibility, transportation, hours available for service, cultural and language appropriateness, and culturally appropriate settings.

- I. Develop and utilize approaches that reduce stigma, self-stigma and discrimination related to being diagnosed with a mental illness, having mental illness or seeking services for mental illness.
  - J. Attend and participate in MHSA Forums. CONTRACTOR may be asked to highlight program areas and will be expected to answer questions as needed for the benefit of the Forum participants and the public in general.
  - K. Utilize an evidence based evaluation tool and a client satisfaction survey, for each individual and/or family member served, pre- and post-treatment/engagement.
- III. CONTRACTOR shall provide the following PEI Outreach for Early Recognition services:
- A. Provide mental health outreach, engagement, linkage, referral, and educational interventions to un-served and underserved populations in the community that may be suffering from severe emotional disturbance or severe and persistent mental illness, but may be unable or unwilling to seek out services and support.
  - B. Provide a Mental Health education program, including handouts and short presentations about mental health conditions including suicide, depression, bipolar disease, medication management and various other mental health topics.
  - C. Have suicide and/or depression forums or meetings once (1x) quarterly.
  - D. Provide nonclinical interventions with adults suffering from mental illnesses including depression and/or suicidal thoughts and other mental health conditions.
  - E. Provide information and mental health referrals as appropriate to Specialty Mental Health Services.
  - F. Identify and provide education to "Potential Responders" as defined in Section 3715, for the purposes of recognizing signs and symptoms of early mental illness.
  - G. Provide bilingual and bicultural outreach and engagement, support and linkage to identified Latino participants.
  - H. Attend and participate in MHSA Forums. CONTRACTOR will highlight program areas and answer questions as needed for the benefit of the Forum participants and the public in general.



- I. Provide County with fifty (50) copies of program brochures for handing out at health fairs and educational activities.
  - J. Use the perception of care survey to report outcomes.
- IV. CONTRACTOR shall complete the following reports for the PEI Prevention program and the Outreach for Early Recognition of signs of mental illness as outlined in MHSA Prevention and Early Intervention (PEI) Regulation (Attachment 1) sections 3200.245, 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7. Authority Cited: Section 5846, Welfare and Institutions Code, Reference: Section 5892, Welfare and Institutions Code.
- A. Annual Reports:
- 1. Funding Report: CONTRACTOR shall provide information on total funding sources, identifying the amount of funds received from Medi-Cal Federal Financial Participation, 1991 Realignment, Behavioral Health Subaccount, and any other funding source. This report shall cover the twelve (12) month period of the contract term, include a breakdown of funds spent per program area, and is due July 31, 2022.
  - 2. Annual Summation Report: CONTRACTOR shall provide an annual summary of services offered, due July 31, 2022. This report shall cover the twelve (12) month period of the contract term, to include:
    - a. Summation of services provided, to whom (type of client), where the service takes place, and how often service is provided.
    - b. A confidential list of client names to assure unduplicated numbers.
    - c. Outcomes and indicators used by the program, what approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. CONTRACTOR will state how often the data is collected and analyzed.
    - d. Strategies used to avoid stigma among participants.
    - e. Strategies used to address cultural considerations.
    - f. An analysis of the strengths and challenges experienced by the CONTRACTOR in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples, and/or quotes from participants, volunteers, and service providers that demonstrate effectiveness, and/or need to improve

services.

- g. A summary of any changes in the program from the beginning of the contract year to the end of the contract year.
- h. Summary of target population including the participant's risk of a potentially serious mental illness, either based on individual risk or membership in a group.
- i. An explanation of how the program intends to follow up on referrals made.
- j. An explanation of how individuals, parents, caregivers, or other family members will be linked to County Mental Health services.
- k. An explanation of how individuals will be identified as needing assessment or treatment for serious mental illness or serious emotional disturbance.
- l. An explanation of how CONTRACTOR will create Access and Linkage to Treatment for individuals with serious mental illness as referenced in section 3735.
- m. An explanation of the evaluation methodology including how and when outcomes are measured and how data is collected and analyzed. Include specific strategies utilized for collection and evaluation that reflect cultural competence.
- n. Narrative description of how a typical member of the target population would ideally receive services through the program.

B. Twice Annual Reports for both programs:

- 1. Report names of staff conducting MHSA programs, fluent languages they speak, cultural proficiencies they possess, and any cultural proficiency training they attended during the reporting period. Reports are due within thirty (30) days after receiving the approved form from the COUNTY.

C. Quarterly Program Report: In accordance with PEI Regulations, Section 3560.010, CONTRACTOR shall report for each PEI Program the following:

- 1. Number of unduplicated clients and/or family members served with demographic information, including:
  - a. Age.
  - b. Race.
  - c. Ethnicity.
  - d. Gender assigned at birth.



- e. Gender identity.
- f. Primary language used in home.
- g. Sexual orientation.
- h. Veteran's status.
- i. Disability- which is not a result of SMI, but includes physical, communication, health, or mental disability (including but not limited to a learning, or developmental disability).
- j. The number of respondents who refuse to answer any of the categories above.

2. Reducing risk of negative outcomes related to SMI, including:

- a. Which specific SMI negative outcomes were targeted to be mitigated.
- b. How the program measured reductions in prolonged suffering.
- c. Reductions in prolonged suffering or negative outcomes found by the program.
- d. Activities to mitigate risk offered to clients.
- e. Negative outcomes addressed.
- f. Indicators of suffering reduced.
- g. Evidence Based Practices used, and outcomes.

D. Quarterly Program Reports are due forty-five (45) days following the last day of the quarter to which they pertain.

E. All Events hosted through MHSA PEI funding that are not part of the core PEI intervention will need to be documented with a separate report for each event detailing the date and time of event, the number of individuals served/educated and the activity performed.

V. CONTRACTOR shall provide the following CSS Services:

- A. Provide crisis support and case management to community members and to students and family members.
- B. Refer those with higher level needs to Tapestry Family Services and/or Long Valley Health Center.
- C. Assist clients in signing up for Medi-Cal or another benefits program.
- D. Annual Reports:

1. Funding Report: CONTRACTOR shall provide information on total funding sources, identifying the amount of funds received from Medi-Cal Federal Financial Participation, 1991 Realignment, Behavioral Health Subaccount, and any other funding source. This report shall cover the twelve (12) month period of the contract term, include a breakdown of funds spent per program area, and is due July 31, 2022.
2. Annual Summation Report for Friendly Visitor: CONTRACTOR shall provide an annual summary of services offered, due July 31, 2022. This report shall cover the twelve (12) month period of the contract term, to include:
  - a. Summation of services provided, to whom (type of client), where the service takes place, and how often service is provided.
  - b. A confidential list of client names to assure unduplicated numbers.
  - c. Outcomes and indicators used by the program, approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. CONTRACTOR will state how often the data is collected and analyzed.

E. Quarterly Reports:

1. Quarterly report will include:
  - a. Number and types of services provided to clients.
  - b. Number of unduplicated clients per fiscal year.
  - c. Client demographics based on unduplicated clients.
  - d. Program summary and outcomes.
  - e. Number of assisted Medi-Cal applications.
  - f. Number of referrals made to other agencies.
2. Quarterly Program Reports are due forty-five (45) days following the last day of the quarter to which they pertain.

VI. CONTRACTOR agrees to require all its employees and subcontractors' employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and procedures, to assure that:

- A. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision



of the Welfare and Institutions Code, relating to any form of public social services for which grants-in-aid are received by this State from Federal Government, shall be confidential and shall not be open to examination for any purposes not directly connected with the administration of such public social services.

B. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

C. All CONTRACTOR employees, agents, subcontractors, and partners are informed of the above provisions, and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

VII. CONTRACTOR and subcontractors agree to provide a system that complies with the COUNTY's Issue Resolution policy and procedure through which recipients of service shall have an opportunity to express and have considered their views, issues and concerns regarding the delivery of services.

VIII. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 15610. All employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Section 15630 and 15632, to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.

IX. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all 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 harmless the COUNTY from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

X. CONTRACTOR shall cooperate timely and fully with any utilization review committee established by COUNTY for the purpose of monitoring the



accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.

- XI. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
- XII. 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 circumstances 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.
- XIII. In carrying out the Scope of Work 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 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.
- XIV. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, 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.

- XV. 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 will pay CONTRACTOR as per the following instructions:
  - A. COUNTY will reimburse CONTRACTOR in an amount up to Three Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$3,583.33) each month upon receipt of invoice (Attachment 2) for Community Services and Supports (CSS) services as defined in the Definition of Services.
  - B. COUNTY will reimburse CONTRACTOR in an amount up to Three Thousand Seven Hundred Fifty Dollars (\$3,750) each month upon receipt of invoice (Attachment 2) for Prevention and Early Intervention (PEI) services as defined in the Definition of Services.
  - C. COUNTY must receive all reports within thirty (30) days following the period covered in the report, or as otherwise specified in Exhibit A.
  - D. Failure of the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
  - E. CONTRACTOR shall invoice COUNTY on an approved invoice monthly. Invoice of services must be received by the tenth (10<sup>th</sup>) day of the month for services rendered the previous month. Billing for services received after the tenth (10<sup>th</sup>) day of the month will not be honored.
  - F. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.
  - G. Invoices and reports will be sent to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

- II. Payments under this Agreement shall not exceed Forty-Three Thousand Dollars (\$43,000) for CSS services for the term of this agreement.
- III. Payments under this Agreement shall not exceed Forty-Five Thousand Dollars (\$45,000) for PEI services 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**  
**THE MENDOCINO COUNTY**  
**HEALTH & HUMAN SERVICES AGENCY**  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS**

---

NAME OF CONTRACTOR: **Action Network**

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 11135-11139.5 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.

Date 6/30/2021

P.O. Box 1163, Gualala, CA 95445  
Address of CONTRACTOR

Thais Mazur  
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.

<u>Thais Mazur</u> (Type Name)	<u>Action Network</u> (Organization Name)
<u>Executive Director</u> (Title)	<u>P.O. Box 1163</u> <u>Gualala, CA 95445</u> (Organization Address)
<u>Thais Mazur</u> (Signature)	<u>6/30/2021</u> (Date)



## Addendum A

### Business Associate Agreement

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into effective July 1, 2021 (the "Effective Date"), by and between **Action Network** ("Business Associate/Qualified Service Organization") and **Mendocino County Health and Human Services Agency** (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  
Health and Human Services Agency  
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.

**Action Network**

By: Thais Mazur

Name: Thais Mazur

Title: Executive Director

**Mendocino County**

By: 

Name: Jenine Miller, Psy.D.

Title: HHSA Assistant Director/Behavioral Health Director



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

**Title 9 California Code of Regulations, Division 1, Chapter 14 MHSA**

**Article 2. Definitions**

**Section 3200.245. Prevention and Early Intervention Component.**

- (a) "Prevention and Early Intervention Component" means the section of the Three-Year Program and Expenditure Plan intended to prevent mental illnesses from becoming severe and disabling.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code.

**Section 3200.246. Prevention and Early Intervention Fund.**

- (a) "Prevention and Early Intervention funds" means the Mental Health Services funds allocated for prevention and early intervention programs pursuant to Welfare and Institutions Code section 5892, subdivision (a)(3).

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5892, Welfare and Institutions Code.

**Article 5. Reporting Requirements**

**Section 3510.010. Prevention and Early Intervention Annual Revenue and Expenditure Report.**

- (a) As part of the Mental Health Services Act Annual Revenue and Expenditure Report the County shall report the following:
- (1) The total funding source dollar amounts expended during the reporting period, which is the previous fiscal year, on each Program funded with Prevention and Early Intervention funds by the following funding sources:
    - (A) Prevention and Early Intervention funds
      1. The County shall identify each Program funded with Prevention and Early Intervention funds as a Prevention Program, Early Intervention Program, Outreach for Increasing Recognition of Early Signs of Mental Illness Program, Stigma and Discrimination Reduction Program, Suicide Prevention Program, Access and Linkage to Treatment Program, or Program to Improve Timely Access to Services for Underserved Populations. If the Programs are combined, the County shall estimate the percentage of funds dedicated to each Program.
    - (B) Medi-Cal Federal Financial Participation
    - (C) 1991 Realignment
    - (D) Behavioral Health Subaccount



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (E) Any other funding
- (2) The amount of funding expended for Prevention and Early Intervention Component Administration by the following funding sources:
  - (A) Prevention and Early Intervention funds
  - (B) Medi-Cal Federal Financial Participation
  - (C) 1991 Realignment
  - (D) Behavioral Health Subaccount
  - (E) Any other funding
- (3) The amount of funding expended for evaluation of the Prevention and Early Intervention Component by the following funding sources:
  - (A) Prevention and Early Intervention funds
  - (B) Medi-Cal Federal Financial Participation
  - (C) 1991 Realignment
  - (D) Behavioral Health Subaccount
  - (E) Any other funds
- (4) The amount of Prevention and Early Intervention funds voluntarily assigned by the County to California Mental Health Services Authority or any other organization in which counties are acting jointly.
- (b) The County shall within 30 days of submitting to the state the Mental Health Services Act Annual Revenue and Expenditure Report:
  - (1) Post a copy on the County's website; and
  - (2) Provide a copy to the County's Mental Health Board

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845, 5847, and 5899, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

**Section 3560. Prevention and Early Intervention Reporting Requirements.**

- (a) The County shall submit to the Mental Health Services Oversight and Accountability Commission the following:
  - (1) The Annual Prevention and Early Intervention report as specified in Section 3560.010.
  - (2) The Three- Year Prevention and Early Intervention Evaluation Report as specified in Section 3560.020.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6) and 5847, Welfare and Institutions Code.

Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

**Section 3560.010. Annual Prevention and Early Intervention Report.**

- (a) The requirements set forth in this section shall apply to the Annual Prevention and Early Intervention Report.
- (1) The first Annual Prevention and Early Intervention Report is due to the Mental Health Services Oversight and Accountability Commission on or before December 30, 2017 as part of an Annual Update or Three-Year Program and Expenditure Plan. Each Annual Prevention and Early Intervention Report thereafter is due as part of an Annual Update or Three-Year Program and Expenditure Plan within 30 calendar days of Board of Supervisors approval but no later than June 30 of the same fiscal year whichever occurs first. The Annual Prevention and Early Intervention Report is not due in years in which a Three-Year Prevention and Early Intervention Evaluation Report is due.
  - (2) The Annual Prevention and Early Intervention Report shall report on the required data for the fiscal year prior to the due date. For example, the Report that is due no later than June 30, 2020 is to report the required data from fiscal year 2018-19 (i.e. July 1, 2018 through June 30, 2019).
  - (3) The County shall exclude from the Annual Prevention and Early Intervention Report personally identifiable information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing privacy and security regulations, the California Information Practices Act, and any other applicable state or federal privacy laws.
    - (A) When the County has excluded information pursuant subdivision (3) above, the County shall submit to the Mental Health Services Oversight and Accountability Commission one of the following:
      1. A supplemental Annual Prevention and Early Intervention Report that contains all of the information including the information that was excluded pursuant to subdivision (3). This supplemental report shall be marked "confidential."
      2. A supplement to the Annual Prevention and Early Intervention Report that contains the information that was excluded pursuant to subdivision (3). This supplement to the report shall be marked "confidential."
- (b) The County shall report the following information annually as part of the Annual Update or Three-Year Program and Expenditure Plan. The report shall include the following information for the reporting period:
- (1) For each Prevention Program and each Early Intervention Program list:
    - (A) The Program name.
    - (B) Unduplicated numbers of individuals served in the preceding fiscal year
      1. If a Program served both individuals at risk of a mental illness (Prevention) and individuals with early onset of a mental illness (Early Intervention), the County shall report numbers served separately for each category.
      2. If a Program served families the County shall report the number of individual family members served.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (2) For each Outreach for Increasing Recognition of Early Signs of Mental Illness Program or Strategy within a Program, the County shall report:
  - (A) The Program name
  - (B) The number of potential responders
  - (C) The setting(s) in which the potential responders were engaged
    - 1. Settings providing opportunities to identify early signs of mental illness include, but are not limited to, family resource centers, senior centers, schools, cultural organizations, churches, faith-based organizations, primary health care, recreation centers, libraries, public transit facilities, support groups, law enforcement departments, residences, shelters, and clinics.
  - (D) The type(s) of potential responders engaged in each setting (e.g. nurses, principals, parents)
- (3) For each Access and Linkage to Treatment Strategy or Program the County shall report:
  - (A) The Program name
  - (B) Number of individuals with serious mental illness referred to
    - 1. Treatment that is provided, funded administered, or overseen by county mental health programs, and the kind of treatment to which the individual was referred.
    - 2. Treatment that is not provided, funded, administered, or overseen by county mental health, and the kind of treatment to which the individual was referred.
  - (C) For referrals to treatment that are provided, funded, administered, or overseen by county mental health, the number of individuals who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which they were referred.
  - (D) For referrals to treatment that are provided, funded, administered, or overseen by county mental health, the average duration of untreated mental illness as defined in Section 3750, subdivision (f)(3)(A) and standard deviation.
  - (E) For referrals to treatment that are provide, funded, administered, or overseen by county mental health, the average interval between the referral and participation in treatment, defined as participating at least once in the treatment to which referred, and standard deviation.
  - (F) "Referral" as used in this subdivision means the process by which an individual is given a recommendation in writing to one or more specific service providers for a higher level of care and treatment. Distributing a list of community resources to an individual does not constitute a referral under this subdivision.
- (4) For each Improve Timely Access to Services for Underserved Populations Strategy or Program the County shall report:
  - (A) The program name
  - (B) Identify the specific underserved populations for whom the County intended to increase timely access to services.

Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (C) Number of referrals of members of underserved populations to a Prevention Program, an Early Intervention Program and/or to treatment beyond early onset.
  - (D) Number of individuals who followed through on the referral, defined as the number of individuals who participated at least once in the Program to which they were referred.
  - (E) Average interval between referral and participation in services to which referred, defined as participating at least once in the service to which referred, and standard deviation.
  - (F) Description of ways the County encouraged access to services and follow-through on referrals
  - (G) "Referral" as used in this subdivision means the process by which a member of an underserved population is given a recommendation in writing to one or more specific service providers for a Prevention Program, an Early Intervention Program and/or a program providing treatment beyond early onset. Distributing a list of community resources to an individual does not constitute a referral under this subdivision.
- (5) For the information reported under subdivisions (1) through (4) of this section, disaggregate numbers served, number of potential responders engaged, and number of referrals for treatment and other services by:
- (A) The following age groups:
    - 1. 0-15 (children/youth)
    - 2. 16-25 (transition age youth) 3. 26-59 (adult)
    - 4. ages 60+ (older adults)
    - 5. Number of respondents who declined to answer the question
  - (B) Race by the following categories:
    - 1. American Indian or Alaska Native
    - 2. Asian
    - 3. Black or African American
    - 4. Native Hawaiian or other Pacific Islander
    - 5. White
    - 6. Other
    - 7. More than one race
    - 8. Number of respondents who declined to answer the question
  - (C) Ethnicity by the following categories:
    - 1. Hispanic or Latino as follows
      - a. Caribbean
      - b. Central American
      - c. Mexican/Mexican-American/Chicano
      - d. Puerto Rican
      - e. South American
      - f. Other
      - g. Number of respondents who declined to answer the question
    - 2. Non-Hispanic or Non-Latino as follows
      - a. African



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- b. Asian Indian/South Asian
  - c. Cambodian
  - d. Chinese
  - e. Eastern European
  - f. European
  - g. Filipino
  - h. Japanese
  - i. Korean
  - j. Middle Eastern
  - k. Vietnamese
  - l. Other
  - m. Number of respondents who declined to answer the question
- 3. More than one ethnicity
- 4. Number of respondents who declined to answer the question
- (D) Primary language used listed by threshold languages for the individual county
- (E) Sexual orientation,
  - 1. Gay or Lesbian
  - 2. Heterosexual or Straight
  - 3. Bisexual
  - 4. Questioning or unsure of sexual orientation
  - 5. Queer
  - 6. Another sexual orientation
  - 7. Number of respondents who declined to answer the question
- (F) Disability, defined as a physical or mental impairment or medical condition lasting at least six months that substantially limits a major life activity, which is not the result of a severe mental illness
  - 1. Yes, report the number that apply in each domain of disability(ies)
    - a. Communication domain separately by each of the following
      - (i) Difficulty seeing,
      - (ii) Difficulty hearing, or having speech understood
      - (iii) Other (specify)
    - b. Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
    - c. Physical/mobility domain
    - d. Chronic health condition (including, but not limited to, chronic pain)
    - e. Other (specify)
  - 2. No
  - 3. Number of respondents who declined to answer the question
- (G) Veteran status,
  - 1. Yes
  - 2. No

Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

3. Number of respondents who declined to answer the question
- (H) Gender
1. Assigned sex at birth:
    - a. Male
    - b. Female
    - c. Number of respondents who declined to answer the question
  2. Current gender identity:
    - a. Male
    - b. Female
    - c. Transgender
    - d. Genderqueer
    - e. Questioning or unsure of gender identity
    - f. Another gender identity
    - g. Number of respondents who declined to answer the question
- (6) Any other data the County considers relevant, for example, data for additional demographic groups that are particularly prevalent in the County, at elevated risk of or with high rates of mental illness, unserved or underserved, and/or the focus of one or more Prevention and Early Intervention funded services.
- (7) For Stigma and Discrimination Reduction Programs and Suicide Prevention Programs, the County may report available numbers of individuals reached, including demographic breakdowns. An example would be the number of individuals who received training and education or who clicked on a web site.
- (8) For all programs and Strategies, the County may report implementation challenges, successes, lessons learned, and relevant examples.
- (c) For a program serving children or youth younger than 18 years of age, the demographic information required under subdivision (b)(5) of this section relating to children or youth younger than 18 years of age shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws.
- (d) Except for sexual orientation, current gender identity, and veteran status, a county shall collect the demographic information required under subdivision (b)(5) of this section from a minor younger than 12 years of age. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.
- (e) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may report the demographic information required under subdivision (b)(5) of this section for the County's entire Prevention and Early Intervention Component instead of by each Program or Strategy.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6), and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

**Section 3560.020. Three-Year Prevention and Early Intervention Evaluation Report.**

- (a) The County shall submit the Three-Year Prevention and Early Intervention Evaluation Report to the Mental Health Services Oversight and Accountability Commission every three years as part of a a Three-Year Program and Expenditure Plan or Annual Update. The Three-Year Prevention and Early Intervention Evaluation Report answers questions about the impacts of Prevention and Early Intervention Component Programs on individuals with risk or early onset of serious mental illness and on the mental health and related systems.
- (1) The first Three-Year Prevention and Early Intervention Evaluation Report is due to the Mental Health Services Oversight and Accountability Commission as part of a Three-Year Program and Expenditure Plan or Annual Update within 30 calendar days of Board of Supervisors approval but no later than June 30, 2019 whichever occurs first. The first Three-Year Prevention and Early Intervention Evaluation Report shall report the required evaluations from fiscal year 2017-2018 and from fiscal year 2016-2017 if available. Each subsequent Three-Year Prevention and Early Intervention Evaluation Report shall be due within 30 calendar days of Board of Supervisors approval but no later than June 30th every third year thereafter whichever occurs first, as part of a Three-Year Program and Expenditure Plan or Annual Update and shall report on the evaluation(s) for the three prior fiscal years.
- (2) The County shall exclude from the Three-Year Prevention and Early Intervention Evaluation Report personally identifiable information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing privacy and security regulations, the California Information Practices Act, and any other applicable state or federal privacy laws.
- (A) When the County has excluded information pursuant subdivision (2) above, the County shall submit to the Mental Health Services Oversight and Accountability Commission one of the following:
1. A supplemental Three-Year Prevention and Early Intervention Evaluation Report that contains all of the information including the information that was excluded pursuant to subdivision (2). This supplemental report shall be marked "confidential."
  2. A supplement to the Three-Year Prevention and Early Intervention Evaluation Report that contains the information that was excluded pursuant to subdivision (2). This supplement to the report shall be marked "confidential."
- (b) The Three-Year Prevention and Early Intervention Evaluation Report shall describe the evaluation of each Prevention and Early Intervention Component Program and two Strategies: Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations. The Report shall include the following:



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (1) The name of each Program for which the county is reporting
  - (2) The outcomes and indicators selected for each Prevention, Early Intervention, Stigma and Discrimination Reduction, or Suicide Prevention Program
  - (3) The approaches used to select the outcomes and indicators, collect data, and determine results for the evaluation of each Program and the Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations Strategies
  - (4) How often the data were collected for the evaluation of each Program and for the Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations Strategies
- (c) The Three-Year Prevention and Early Intervention Evaluation Report shall provide results and analysis of results for all required evaluations set forth in Section 3750 for the three fiscal years prior to the due date.
- (d) The County may also include in the Three-Year Prevention and Early Intervention Evaluation Report any additional evaluation data on selected outcomes and indicators, including evaluation results related to the impact of Prevention and Early Intervention Component Programs on mental health and related systems.
- (e) The County shall include the same information for the previous fiscal year that otherwise would be reported in the Annual Prevention and Early Intervention Report in response to requirements specified in 3560.010(b).
- (f) The County may report any other available evaluation results in the County's Annual Updates.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6), and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

**Article 7. Prevention and Early Intervention**

**Section 3700. Rule of General Application.**

- (a) The use of Prevention and Early Intervention funds shall be governed by the provisions specified in this Article and Articles 1 through 5, unless otherwise specified.

**Section 3701. Definitions.**

- (a) "Prevention and Early Intervention regulations" means sections 3200.245 and 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7.
- (b) "Program" as used in the Prevention and Early Intervention regulations means a stand-alone organized and planned work, action or approach that evidence indicates is likely to bring about positive mental health outcomes either for individuals and families with or at risk of serious mental illness or for the mental health system.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (c) "Strategy" as used in the Prevention and Early Intervention regulations means a planned and specified method within a Program intended to achieve a defined goal.
- (d) "Mental illness" and "mental disorder" as used in the Prevention and Early Intervention regulations means, a syndrome characterized by clinically significant disturbance in an individual's cognition, emotion regulation, or behavior that reflects a dysfunction in the psychological or biological processes underlying mental functioning. Mental illness is usually associated with significant distress or disability in social, occupational, or other important activities. An expected or culturally approved response to a common stressor or loss, such as the death of a loved one, is not a mental illness. Socially variant behavior (e.g. political, religious, or sexual) and conflicts that are primarily between the individual and society are not mental illness unless the variance or conflict results from a dysfunction in the individual, as described above.
- (e) "Serious mental illness," "serious mental disorder" and "severe mental illness" as used in the Prevention and Early Intervention regulations means, a mental illness that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. These mental illnesses include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders.
- (f) The definition in subdivision (d) is applicable to serious emotional disturbance for individuals under the age of 18, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the individual's age according to expected developmental norms.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5600.3, 5840, Welfare and Institutions Code.

**Section 3705. Prevention and Early Intervention Component General Requirements.**

- (a) The County shall include in its Prevention and Early Intervention Component:
  - (1) At least one Early Intervention Program as defined in Section 3710.
  - (2) At least one Outreach for Increasing Recognition of Early Signs of Mental Illness Program as defined in Section 3715.
  - (3) At least one Prevention Program as defined in Section 3720
    - (A) Small counties may opt out of the requirement to have at least one Prevention Program if:
      - 1. The Small County obtains a resolution from the Board of Supervisors that the County cannot meet this requirement.
    - (B) A Small County that opts out of the requirement in (a)(3) above shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (4) At least one Access and Linkage to Treatment Program as defined in Section 3726
  - (A) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may opt out of the requirement to have at least one Access and Linkage to Treatment Program if:
    - 1. The County obtains a resolution from the Board of Supervisors that the County cannot meet this requirement.
  - (B) A County that opts out of the requirement in (a)(4) above shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.
- (5) At least one Stigma and Discrimination Reduction Program as defined in Section 3725
- (6) The Strategies defined in Section 3735.
- (b) The County may include in its Prevention and Early Intervention Component:
  - (1) One or more Suicide Prevention Programs as defined in Section 3730.
- (c) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may satisfy the requirements in subdivisions (a)(1) through (a)(5) of this Section by combining and/or integrating the Early Intervention Program, the Outreach for Increasing Recognition of Early Signs of Mental Illness Program, the Prevention Program, the Access and Linkage to Treatment Program, and the Stigma and Discrimination Reduction Program.
  - (1) A county that utilizes this provision shall not also opt-out of the requirement to have at least one Prevention Program under subdivision (a)(3) or of the requirement to have at least one Access and Linkage to Treatment Program under subdivision (a)(4).

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

**Section 3706. General Requirements for Services.**

- (a) The County shall serve all ages in one or more Programs of the Prevention and Early Intervention Component.
- (b) At least 51 percent of the Prevention and Early Intervention Fund shall be used to serve individuals who are 25 years old or younger.
- (c) Programs that serve parents, caregivers, or family members with the goal of addressing MHSA outcomes for children or youth at risk of or with early onset of a mental illness can be counted as meeting the requirements in (a) and (b) above.
- (d) A Small County may opt out of the requirements in (a) and/or (b) above if:
  - (1) The Small County obtains a declaration from the Board of Supervisors that the County cannot meet the requirements because of specified local conditions.
- (e) A Small County that opts out of the requirements in (a) and/or (b) shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5847, and 5848, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

**Section 3710. Early Intervention Program.**

- (a) The County shall offer at least one Early Intervention Program as defined in this section.
- (b) "Early Intervention Program" means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.
- (c) Early Intervention Program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
  - (1) For purpose of this section, "serious mental illness or emotional disturbance with psychotic features" means, schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality) disorder). These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.
- (d) Early Intervention Program services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.
- (e) The County may combine an Early Intervention Program with a Prevention Program, as long as the requirements in Section 3710 and Section 3720 are met
- (f) The County shall include all of the Strategies in each Early Intervention Program as referenced in Section 3735

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

**Section 3715. Outreach for Increasing Recognition of Early Signs of Mental Illness.**

- (a) The County shall offer at least one Outreach for Increasing Recognition of Early Signs of Mental Illness Program as defined in this section.
- (b) "Outreach" is a process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness.
- (c) "Potential responders" include, but are not limited to, families, employers, primary health care providers, visiting nurses, school personnel, community service providers, peer providers, cultural brokers, law enforcement personnel, emergency medical service providers, people who provide



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

services to individuals who are homeless, family law practitioners such as mediators, child protective services, leaders of faith-based organizations, and others in a position to identify early signs of potentially severe and disabling mental illness, provide support, and/or refer individuals who need treatment or other mental health services.

- (d) Outreach for Increasing Recognition of Early Signs of Mental Illness may include reaching out to individuals with signs and symptoms of a mental illness, so they can recognize and respond to their own symptoms.
- (e) In addition to offering the required Outreach for Increasing Recognition of Early Signs of Mental Illness Program, the County may also offer Outreach for Increasing Recognition of Early Signs of Mental Illness as a Strategy within a Prevention Program, a Strategy within an Early Intervention Program, a Strategy within another Program funded by Prevention and Early Intervention funds, or a combination thereof.
- (f) An Outreach for Increasing Recognition of Early Signs of Mental Illness Program may be provided through other Mental Health Services Act components as long as it meets all of the requirements in this section.
- (g) The County shall include all of the Strategies in each Outreach for Increasing Recognition of Early Signs of Mental Illness Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

**Section 3720. Prevention Program.**

- (a) The County shall offer at least one Prevention Program as defined in this section.
- (b) "Prevention Program" means a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.
- (c) "Risk factors for mental illness" means conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental.
  - (1) Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, traumatic loss (e.g. complicated, multiple, prolonged, severe), having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (d) Prevention Program services may include relapse prevention for individuals in recovery from a serious mental illness.
- (e) Prevention Programs may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average.
- (f) The County may combine an Early Intervention Program with a Prevention Program, as long as the requirements in Section 3710 and Section 3720 are met.
- (g) The County shall include all of the Strategies in each Prevention Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

**Section 3725. Stigma and Discrimination Reduction Program.**

- (a) The County shall offer at least one Stigma and Discrimination Reduction Program as defined in this section.
- (b) "Stigma and Discrimination Reduction Program" means the County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.
  - (1) Examples of Stigma and Discrimination Reduction Programs include, but are not limited to, social marketing campaigns, speakers' bureaus and other direct-contact approaches, targeted education and training, anti-stigma advocacy, web-based campaigns, efforts to combat multiple stigmas that have been shown to discourage individuals from seeking mental health services, and efforts to encourage self-acceptance for individuals with a mental illness.
  - (2) Stigma and Discrimination Reduction Programs shall include approaches that are culturally congruent with the values of the populations for whom changes in attitudes, knowledge, and behavior are intended.
- (c) The County shall include all of the Strategies in each Stigma and Discrimination Reduction Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

**Section 3726. Access and Linkage to Treatment Program.**

- (a) The County shall offer at least one Access and Linkage to Treatment Program as defined in this section.
- (b) "Access and Linkage to Treatment Program" means a set of related activities to connect children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3,



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

as early in the onset of these conditions as practicable, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs.

- (1) Examples of Access and Linkage to Treatment Programs, include but are not limited to, Programs with a primary focus on screening, assessment, referral, telephone help lines, and mobile response.
- (c) In addition to offering the required Access and Linkage to Treatment Program, the County is also required to offer Access and Linkage to Treatment as a Strategy within all Prevention and Early Intervention Programs.
- (d) The County shall include all of the Strategies in each Access and Linkage to Treatment Program as referenced in Section 3735.
- (e) An Access and Linkage to Treatment Program may be provided through other Mental Health Services Act components as long as it meets all of the requirements in this section.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5600.3 and 5840, Welfare and Institutions Code.

**Section 3730. Suicide Prevention Programs.**

- (a) The County may offer one or more Suicide Prevention Programs as defined in this section.
- (b) Suicide Prevention Programs means organized activities that the County undertakes to prevent suicide as a consequence of mental illness. This category of Programs does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness.
  - (1) Suicide prevention activities that aim to reduce suicidality for specific individuals at risk of or with early onset of a potentially serious mental illness can be a focus of a Prevention Program pursuant to Section 3720 or a focus of an Early Intervention Program pursuant to Section 3710.
- (d) Suicide Prevention Programs pursuant to this section include, but are not limited to, public and targeted information campaigns, suicide prevention networks, capacity building programs, culturally specific approaches, survivor-informed models, screening programs, suicide prevention hotlines or web-based suicide prevention resources, and training and education.
- (e) The County shall include all of the Strategies in each Suicide Prevention Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

**Section 3735. Prevention and Early Intervention Strategies.**

- (a) The County shall include all of the following Strategies as part of each Program listed in Sections 3710 through 3730 of Article 7:
  - (1) Be designed and implemented to help create Access and Linkage to Treatment.
    - (A) "Access and Linkage to Treatment" means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

onset of these conditions as practicable, to medically necessary care and treatment, including but not limited to care provided by county mental health programs.

- (2) Be designed, implemented, and promoted in ways that Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations.
  - (A) "Improving Timely Access to Services for Underserved Populations" means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.
  - (B) Services shall be provide in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
  - (C) In addition to offering the required Improve Timely Access to Services for Underserved Populations Strategy, the County may also offer Improve Timely Access to Services for Underserved Populations as a Program.
- (3) Be designed, implemented, and promoted using Strategies that are Non-Stigmatizing and Non-Discriminatory
  - (A) "Strategies that are Non-Stigmatizing and Non-Discriminatory" means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
  - (B) Non-Stigmatizing and Non-Discriminatory approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

**Section 3740. Effective Methods.**

- (a) For each Program and each Strategy in Article 7, the County shall use effective methods likely to bring about intended outcomes, based on one of the following standards, or a combination of the following standards:
- (1) Evidence-based practice standard: Evidence-based practice means activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population, including, but not limited to, scientific peer-reviewed research using randomized clinical trials.
  - (2) Promising practice standard: Promising practice means Programs and activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet the standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
  - (3) Community and or practice-based evidence standard: Community and or practice-based evidence means a set of practices that communities have used and determined to yield positive results by community consensus over time, which may or may not have been measured empirically. Community and or practice-defined evidence takes a number of factors into consideration, including worldview, historical, and social contexts of a given population or community, which are culturally rooted.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

**Section 3745. Changed Program.**

- (a) If the County determines a need to make a substantial change to a Program or Strategy described in the County's most recent Three-Year Program and Expenditure Plan or Annual Update that was adopted by the local county board of supervisors as referenced in Welfare and Institutions Code Section 5847, the County shall ensure that stakeholders contributed meaningfully to the planning process that resulted in the decision to make the change.
- (b) "Substantial change" as used in this section means, change(s) to the essential elements of a Program or Strategy or change(s) to the intended outcomes or target population.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5848, Welfare and Institutions Code.

**Section 3750. Prevention and Early Intervention Component Evaluation.**

- (a) For each Early Intervention Program the County shall evaluate the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

mental, emotional, and relational functioning. The County shall select, define, and measure appropriate indicators that are applicable to the Program.

- (b) For each Prevention Program the County shall measure the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning. The County shall select, define, and measure appropriate indicators that are applicable to the Program.
- (c) For each Early Intervention and each Prevention Program that the County designates as intended to reduce any of the other Mental Health Services Act negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness, the County shall select, define, and measure appropriate indicators that the County selects that are applicable to the Program.
- (d) For each Stigma and Discrimination Reduction Program referenced in Section 3725, the County shall select and use a validated method to measure one or more of the following:
  - (1) Changes in attitudes, knowledge, and/or behavior related to mental illness that are applicable to the specific Program.
  - (2) Changes in attitudes, knowledge, and/or behavior related to seeking mental health services that are applicable to the specific Program.
- (e) If the County chooses to offer a Suicide Prevention Program referenced in Section 3730, the County shall select and use a validated method to measure changes in attitudes, knowledge, and/or behavior regarding suicide related to mental illness that are applicable to the specific Program.
- (f) For each Strategy or Program to provide Access and Linkage to Treatment the County shall track:
  - (1) Number of referrals as defined in subdivision (b)(3)(F) of section 3560.010 to treatment, and kind of treatment to which person was referred.
  - (2) Number of persons who followed through on the referral as defined in subdivision (b)(3)(F) of section 3560.010 and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
    - (A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
  - (3) Duration of untreated mental illness.
    - (A) Duration of untreated mental illness shall be measured for persons who are referred as defined in subdivision (b)(3)(F) of section 3560.010 to treatment and who have not previously received treatment as follows:
      - 1. The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (B) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
- (4) The interval between the referral as defined in subdivision (b)(3)(F) of section 3560.010 and engagement in treatment, defined as participating at least once in the treatment to which referred
  - (A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
- (g) For each Strategy or Program to Improve Timely Access to Services for Underserved Populations the County shall measure:
  - (1) Number of referrals as defined in subdivision (b)(4)(G) of section 3560.010 of members of underserved populations to a Prevention Program, an Early Intervention Program, and/or treatment beyond early onset.
  - (2) Number of persons who followed through on the referral as defined in subdivision (b)(4)(G) of section 3560.010 and engaged in services, defined as the number of individuals who participated at least once in the Program to which the person was referred.
    - (A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
  - (3) Timeliness of care.
    - (A) Timeliness of care for individuals from underserved populations with a mental illness is measured by the interval between referral as defined in subdivision (b)(4)(G) of section 3560.010 and engagement in services, defined as participating at least once in the service to which referred.
- (h) The County shall design the evaluations to be culturally competent and shall include the perspective of diverse people with lived experience of mental illness, including their family members, as applicable.
- (i) In addition, to the required evaluations listed in this section, the County may also, as relevant and applicable, define and measure the impact of Programs funded by Prevention and Early Intervention funds on the mental health and related systems, including, but not limited to education, physical healthcare, law enforcement and justice, social services, homeless shelters and other services, and community supports specific to age, racial, ethnic, and cultural groups. Examples of system outcomes include, but are not limited to, increased provision of services by ethnic and cultural community organizations, hours of operation, integration of services including co-location, involvement of clients and families in key decisions, identification and response to co-occurring substance-use disorders, staff knowledge and application of recovery principles, collaboration with diverse community partners, or funds leveraged.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (j) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, is exempt from the evaluation requirements in this section for one year from the effective date of this section.
- (k) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, electing to follow subdivision (c) of section 3705 may satisfy the requirements of subdivisions (a) through (g) of this section by selecting, defining, and measuring appropriate indicators that the County selects to evaluate the negative outcomes referenced in Welfare and Institutions Code section 5840, subdivision (d), identified in the County's Three-year Program and Expenditure Plan and/or Annual Update pursuant to subdivision (o)(3) of section 3755.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

**Section 3755. Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update.**

- (a) The requirements set forth in this section shall apply to the Annual Update due for the fiscal year 2016-17 and each Annual Update and/or Three-Year Program and Expenditure Plan thereafter.
- (b) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan or Annual Update shall include the following general information:
  - (1) A description of how the County ensured that staff and stakeholders involved in the Community Program Planning process required by Title 9 California Code of Regulations, Section 3300, were informed about and understood the purpose and requirements of the Prevention and Early Intervention Component.
  - (2) A description of the County's plan to involve community stakeholders meaningfully in all phases of the Prevention and Early Intervention Component of the Mental Health Services Act, including program planning and implementation, monitoring, quality improvement, evaluation, and budget allocations.
  - (3) A brief description, with specific examples of how each Program and/or Strategy funded by Prevention and Early Intervention funds will reflect and be consistent with all applicable Mental Health Services Act General Standards set forth in Title 9 California Code of Regulations, Section 3320.
- (c) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Early Intervention Program as defined in Section 3710 including, but not limited to:
  - (1) The Program name
  - (2) Identification of the target population for the specific Program including:
    - (A) Demographics relevant to the intended target population for the specific Program, including, but not limited to, age, race/ethnicity, gender or gender identity, primary language used, military status, and sexual orientation.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (B) The mental illness or illnesses for which there is early onset.
- (C) Brief description of how each participant's early onset of a potentially serious mental illness will be determined.
- (3) Identification of the type(s) of problem(s) and need(s) for which the Program will be directed and the activities to be included in the Program that are intended to bring about mental health and related functional outcomes including reduction of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for individuals with early onset of potentially serious mental illness.
- (4) The Mental Health Services Act negative outcomes as a consequence of untreated mental illness referenced in Welfare and Institutions Code Section 5840, subdivision (d) that the Program is expected to affect, including the reduction of prolonged suffering as a consequence of untreated mental illness, as defined in Section 3750, subdivision (a).
  - (A) List the mental health indicators that the County will use to measure reduction of prolonged suffering as referenced in Section 3750, subdivision (a).
  - (B) For any other specified Mental Health Services Act negative outcome as a consequence of untreated mental illness, as referenced in Section 3750, subdivision (c), list the indicators that the County will use to measure the intended reductions.
  - (C) Explain the evaluation methodology, including, how and when outcomes will be measured, how data will be collected and analyzed, and how the evaluation will reflect cultural competence.
- (5) Specify how the Early Intervention Program is likely to reduce the relevant Mental Health Services Act negative outcomes as referenced in Welfare and Institutions Code Section 5840, subdivision (d) by providing the following information:
  - (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population, and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
  - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population(s) and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
- (d) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of the Prevention Program including but not limited to the following information:
  - (1) The Program name



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (2) Identification of the target population for the specific Program, including:
  - (A) Participants' risk of a potentially serious mental illness, either based on individual risk or membership in a group or population with greater than average risk of a serious mental illness, i.e. the condition, experience, or behavior associated with greater than average risk.
  - (B) How the risk of a potentially serious mental illness will be defined and determined, i.e. what criteria and process the County will use to establish that the intended beneficiaries of the Program have a greater than average risk of developing a potentially severe mental illness.
  - (C) Demographics relevant to the intended target population for the specific Program including but not limited to age, race/ethnicity, gender or gender identity, sexual orientation, primary language used, and military status.
- (3) Specify the type of problem(s) and need(s) for which the Prevention Program will be directed and the activities to be included in the Program that are intended to bring about mental health and related functional outcomes including reduction of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for individuals with greater than average risk of potentially serious mental illness.
- (4) Specify any Mental Health Services Act negative outcomes as a consequence of untreated mental illness as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that the Program is expected to affect, including reduction of prolonged suffering, as defined in Section 3750, subdivision (b).
  - (A) List the mental health indicators that the County will use to measure reduction of prolonged suffering as referenced in Section 3750, subdivision (b).
  - (B) If the County intends the Program to reduce any other specified Mental Health Services Act negative outcome as a consequence of untreated mental illness as referenced in Section 3750, subdivision (c), list the indicators that the County will use to measure the intended reductions.
  - (C) Explain the evaluation methodology, including, how and when outcomes will be measured, how data will be collected and analyzed, and how the evaluation will reflect cultural competence.
- (5) Specify how the Prevention Program is likely to bring about reduction of relevant Mental Health Services Act negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for the intended population by providing the following information:
  - (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population, and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
  - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population(s) and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
- (e) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Outreach for Increasing Recognition of Early Signs of Mental Illness Program and for any Strategy within a Program, including, but not limited to:
- (1) The Program name
  - (2) Identify the types and settings of potential responders the Program intends to reach.
    - (A) Describe briefly the potential responders' setting(s), as referenced in Section 3750, subdivisions (d)(3)(A), and the opportunity the potential responders will have to identify diverse individuals with signs and symptoms of potentially serious mental illness.
  - (3) Specify the methods to be used to reach out and engage potential responders and the methods to be used for potential responders and public mental health service providers to learn together about how to identify and respond supportively to signs and symptoms of potentially serious mental illness.
- (f) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Stigma and Discrimination Reduction Program, including, but not limited to:
- (1) The Program name
  - (2) Identify whom the Program intends to influence.
  - (3) Specify the methods and activities to be used to change attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services, consistent with requirements in Section 3750, subdivision (e), including timeframes for measurement.
  - (4) Specify how the proposed method is likely to bring about the selected outcomes by providing the following information:
    - (A) If the County used the evidence-based standard or promising practice standard, to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
    - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (g) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Suicide Prevention Program including, but not limited to:
- (1) The Program name
  - (2) Specify the methods and activities to be used to change attitudes and behavior to prevent mental illness-related suicide.
  - (3) Indicate how the County will measure changes in attitude, knowledge, and /or behavior related to reducing mental illness-related suicide consistent with requirements in Section 3750, subdivision (f) including timeframes for measurement.
  - (4) Specify how the proposed method is likely to bring about suicide prevention outcomes selected by the County by providing the following information:
    - (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), explain how the practice's effectiveness has been demonstrated and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
    - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
- (h) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of the Access and Linkage to Treatment Program and Strategy within each Program including, but not limited to:
- (1) Program name
  - (2) An explanation of how the Program and Strategy within each Program will create Access and Linkage to Treatment for individuals with serious mental illness as referenced in Section 3735, subdivision (a)(1)
  - (3) Explain how individuals will be identified as needing assessment or treatment for a serious mental illness or serious emotional disturbance that is beyond the scope of an Early Intervention Program.
  - (4) Explain how individuals, and, as applicable, their parents, caregivers, or other family members, will be linked to county mental health services, a primary care provider, or other mental health treatment.
  - (5) Explain how the Program will follow up with the referral to support engagement in treatment.
  - (6) Indicate if the County intends to measure outcomes in addition to those required in Section 3750, subdivision (f) and if so, specify what outcome(s) and how will it be measured, including timeframes for measurement.



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

- (i) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs:
  - (1) Program name
  - (2) An explanation of how the Program will be implemented to help Improve Access to Services for Underserved Populations, as required in Section 3735, subdivision (a)(2)
  - (3) For each Program, the County shall indicate the intended setting(s) and why the setting enhances access for specific, designated underserved populations. If the County intends to locate the Program in a mental health setting, explain why this choice enhances access to quality services and outcomes for the specific underserved population.
  - (4) Indicate if the County intends to measure outcomes in addition to those required in Section 3750, subdivision (g) and, if so, what outcome(s) and how will it be measured, including timeframes for measurement.
- (j) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs:
  - (1) The Program name
  - (2) An explanation of how the Program will use Strategies that are Non-Stigmatizing and Non-Discriminatory, including a description of the specific Strategies to be employed and the reasons the County believes they will be successful and meet intended outcomes.
- (k) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs the following information for the fiscal year after the plan is submitted.
  - (1) Estimated number of children, adults, and seniors to be served in each Prevention Program and each Early Intervention Program.
  - (2) The County may also include estimates of the number of individuals who will be reached by Outreach for Increasing Recognition of Early Signs of Mental Illness Program, Access and Linkage to Treatment Program, Suicide Prevention Programs, and Stigma and Discrimination Reduction Programs.
- (l) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include projected expenditures for each Program funded with Prevention and Early Intervention funds by fiscal year
  - (1) Projected expenditures by the following sources of funding:
    - (A) Estimated total mental health expenditures
    - (B) Prevention and Early Intervention funds
    - (C) Medi-Cal Federal Financial Participation
    - (D) 1991 Realignment
    - (E) Behavioral Subaccount
    - (F) Any other funding
  - (2) The County shall identify each Program funded with Prevention and Early Intervention funds as a Prevention Program, an Early Intervention Program, Outreach for Increasing Recognition of



Attachment 1  
PEI regulations  
Prevention and Early Intervention Regulations  
As of July 1, 2018

---

Early Signs of Mental Illness Program, Stigma and Discrimination Reduction Program, Suicide Prevention Program, Access and Linkage to Treatment Program, or Program to Improve Timely Access to Services for Underserved Populations and shall estimate expected expenditures for each Program. If the Programs are combined, the County shall estimate the percentage of funds dedicated to each Program.

- (A) The County shall estimate the amount of Prevention and Early Intervention funds for Administration of the Prevention and Early Intervention Component.
- (m) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include the previous fiscal years' unexpended Prevention and Early Intervention funds and the amount of those funds that will be used to pay for the Programs listed in the Annual Update and/or Three-year Program and Expenditure Plan.
- (n) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include an estimate of the amount of Prevention and Early Intervention funds voluntarily assigned by the County to California Mental Health Services Authority or any other organization in which counties are acting jointly.
- (o) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, electing to follow subdivision (c) of section 3705 shall include in the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update a description of the combined and/or integrated program including but not limited:
- (1) Name of the combined and/or integrated program.
  - (2) Description of how the five required programs were combined and/or integrated.
  - (3) Identification of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) the combined and/or integrated program is intended to reduce.
  - (4) Description of how the combined and/or integrated program is likely to reduce the outcomes identified in part (3) above.
  - (5) Identification of the indicators that the County will use to measure the intended outcomes identified in part (3) above.
  - (6) Explanation of how the combined and/or integrated program will be implemented to help Improve Access to Services for Underserved Population, as required in Section 3735, subdivision (a)(2).
  - (7) Explanation of how the combined and/or integrated program will use Strategies that are Non-Stigmatizing and Non-Discriminatory, as required in Section 3735, subdivision (a)(3).
  - (8) Estimated numbers of children, adults, and seniors, respectively, to be served in the combined and/or integrated program.
  - (9) List of the projected expenditures for the combined and/or integrated program funded with Prevention and Early Intervention funds by fiscal year and by the following sources of funding:
    - (A) Estimated total mental health expenditures
    - (B) Prevention and Early Intervention funds
    - (C) Medi-Cal Federal Financial Participation
    - (D) 1991 Realignment
    - (E) Behavioral Subaccount

Attachment 1  
PEI regulations  
Prevention and Early Intervention  
Regulations As of July 1, 2018

---

- (F) Any other funding
- (10) Estimated amount of Prevention and Early Intervention funds budgeted for Administration of the Prevention and Early Intervention Component.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5847, and 5848 Welfare and Institutions Code.

**Section 3755.010. Prevention and Early Intervention Program Change Report.**

- (a) If the County determines a need to make a substantial change to a Program, Strategy, or target population as described in Section 3745, the County shall in the next Three-Year Program and Expenditure Plan or Annual Update, whichever is closest in time to the planned change, include the following information:
- (1) A brief summary of the Program as initially set forth in the originally adopted Three-Year Program and Expenditure Plan or Annual Update.
  - (2) A description of the change including the resulting changes in the intended outcomes and the planned evaluation.
  - (3) Explanation for the change including, stakeholder involvement in the decision and, if any, evaluation data supporting the change.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code.





Attachment 2  
**Mendocino County HHSA 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

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 #:** 4i)

---

**To:** Board of Supervisors

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Jenine Miller

**Phone:** 707-472-2341

**Department Contact:** Rendy Smith

**Phone:** 707-472-2624

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Agreement with Tulare County Superintendent of Schools/California Friday Night Live Partnership in the Amount of \$5,500 to Implement One Substantial, Comprehensive Tobacco Prevention Advocacy Project, Effective September 15, 2020 Through June 30, 2021

**Recommended Action/Motion:**

Approve retroactive Agreement with Tulare County Superintendent of Schools/California Friday Night Live Partnership in the amount of \$5,500 to implement one substantial, comprehensive Tobacco Prevention Advocacy Project, effective September 15, 2020 through June 30, 2021; authorize the Health and Human Services Agency Assistant Director/Behavioral Health and Recovery Services Director or designee to sign any amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

N/A

**Summary of Request:**

The California Department of Education (CDE) funds Tulare County Superintendent of Schools for Tobacco Advocacy Projects. California Friday Night Live Partnership (CFNLP--a program under the umbrella of Tulare County Superintendent of Schools) has been supporting Mendocino County youth tobacco advocacy efforts for over fifteen years. "Go Away Smokers, Please" (GASP) is a Mendocino County California FNLP youth advocacy chapter that has been actively involved in tobacco prevention work with Public Health/Community Wellness for the past seven years. GASP has carried out the terms of this agreement since September 15, 2020, under the leadership of Mendocino County, Health and Human Services Agency (HHSA) staff. The culmination of this project was working collaboratively with other organizations within the County, receiving tobacco prevention funds, and putting on a Town Hall meeting addressing the harms of tobacco. The meeting took place on June 16, 2021, after months of youth and adult partnership planning. California Senator McGuire and California State Treasurer Fiona Ma were two of the Keynote Speakers at the meeting, and GASP youth were involved in all aspects of this project and participated in a youth panel at the event.

Because of delays due to the impact of COVID 19, CDE did not finalize the contract via the Tulare Superintendent of Schools until April, 2021. CFNLP was then able to send the contract to HHSA/Public Health/Community Wellness. The contract was received by HHSA on April 28, 2021 with a start date of



---

**Item #: 4i)**

---

September 15, 2020, and routed through the County approval process as a retroactive contract.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** 4012/DD0158

**current f/y cost:** \$5,500 - FY 2020/21

**budgeted in current f/y:** No

**if no, please describe:** ONE TIME FUNDING FROM CA DEPT. OF EDUCATION (CDE), VIA TULARE COUNTY SUPERINTENDENT OF SCHOOLS. CDE DID NOT GET THE CONTRACT OUT UNTIL APRIL 2021. THE BUDGET FOR 4012/DD0158 HAD ALREADY BEEN CREATED.

**annual recurring cost:** N/A

**revenue agreement:** No

**budget clarification:** Revenue contract funds will be received from Tulare County Superintendent of Schools placed in 4012, 82-7700, DD0158.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

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

**Date:** July 22, 2021

**Final Status:** Approved

**Executed Item Type:** Agreement **Number:** 21-150

**Note to Department** Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?  
No



County of Mendocino Health &amp; Human Services Agency Public Health Division

**AGENCY AGREEMENT**

between

**COUNTY OF MENDOCINO HEALTH & HUMAN SERVICES AGENCY  
PUBLIC HEALTH DIVISION**

and the

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

For TCOE Office Use

Vendor # \_\_\_\_\_

Req. # \_\_\_\_\_

PO # \_\_\_\_\_

Contract # \_\_\_\_\_

**BACKGROUND:** The Tulare County Superintendent of Schools through its program, the California Friday Night Live Partnership (collectively referred to as "CFNLP"), wishes to enter into an agreement with County of Mendocino Health & Human Services Agency Public Health Division (collectively referred to as CONTRACTOR) for a maximum amount of \$5,500.00 to support the implementation of a Tobacco Advocacy Project. The CFNLP has an agreement with the California Department of Education (CDE) to administer project-based contracts.

**TERM:** This Agreement will become effective as of September 15, 2020 and will expire on June 30, 2021, unless otherwise terminated as provided in this Agreement.

**SCOPE OF WORK:** CONTRACTOR will deliver:

1. Implementation of one substantial, comprehensive tobacco advocacy project over the course of the project term, at each of the following sites:

- i. GASP

The purpose of the project is to provide young people in Club Live (CL) and/or Friday Night Live (FNL) chapters the opportunity to engage in advocacy and peer education efforts specific to tobacco and alternative tobacco products (e-cigs, vaping, etc.). Youth and their adult allies are free to choose the focus and desired outcomes of their efforts, and the strategies they will employ.

2. Participation in technical assistance calls with the CFNLP, to support and ensure successful project implementation throughout the project term.
3. Submission of one project proposal per contracted site, detailing project goals and strategies to be used to reach them, to be approved by the CFNLP (Exhibit B).
4. The Primary Prevention Substance Use Disorder Data System (PPSDS) must be up to date for each contracted site, in accordance with reporting deadlines.

**SPECIFIC CONTRACT REQUIREMENTS:**

1. CONTRACTOR must submit all products developed under this agreement such as identity/promotional items, brochures, printed materials, posters, etc., to the CFNLP for pre-approval for production of products. CFNLP reserves the right to withhold reimbursement for items not approved.
2. CONTRACTOR understands all work performed by CONTRACTOR under this agreement is deemed "work made for hire" (work) under the Copyright Act and CONTRACTOR assigns all rights, title and interest to CFNLP to any work product made, conceived, derived from, or reduced to practice by CONTRACTOR, CDE and which result directly or indirectly from this Agreement. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CFNLP.
3. CDE shall be and remain, without additional compensation, the owners of any and all rights, title, and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR, CFNLP and which result directly or indirectly from this Agreement. CONTRACTOR agrees to execute all papers and to perform such other proper acts as CFNLP may deem necessary to



County of Mendocino Health & Human Services Agency Public Health Division  
secure for CFNLP or its designee the rights herein assigned.

4. Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over \$5,000, or entertainment.
5. Awards from this Request for Application (RFA) are valid and enforceable only if sufficient funds are made available from CDE for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.
6. Ensure that Friday Night Live Standards of Practice are utilized throughout all stages of the project.

**BUDGET: \$5,500.00**

CONTRACTOR is eligible for up to \$5,500.00 for work performed under this Agreement. Payments will be made when evidence is provided that all deliverables have been completed, on a project-by-project basis.

**INVOICES:** CONTRACTOR shall submit invoices upon the completion of deliverables. CONTRACTOR shall send invoices by:

MAIL	EMAIL	FAX
TO: Tulare County Office of Education California Friday Night Live Partnership Attn: Azulie Wilson 6200 South Mooney Blvd., PO Box 5091 Visalia, California 93278-5091	<a href="mailto:azulie.wilson@tcoe.org">azulie.wilson@tcoe.org</a>	(559) 737-4231

**PROGRESS TOWARD DELIVERY REPORTS:** CONTRACTOR will provide three Progress Toward Delivery Reports that include the activities that are outlined in the Scope of Work. Failing to satisfactorily make progress toward deliverables may be cause for withholding payment and jeopardize the grant award. CFNLP will not make final payment until CONTRACTOR has submitted all work in a complete and acceptable form. The Progress Toward Delivery Report due dates are as follows:

Reporting Period 1: September 15, 2020 – December 31, 2020

**REPORT DUE JANUARY 15, 2021**

Reporting Period 2: January 1, 2021 – March 31, 2021

**REPORT DUE APRIL 15, 2021**

Reporting Period 3: April 1, 2021 – June 30, 2021

**FINAL REPORT DUE JULY 15, 2021**

**MODIFICATIONS:** Necessary changes or modifications to this Agreement, including adjustment of deliverable activities, can be made to this agreement by mutual written consent of both parties, provided changes are made **prior** to the execution of any activity.

**INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent CONTRACTOR. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of CFNLP. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of CFNLP. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of



County of Mendocino Health & Human Services Agency Public Health Division performing the specified services and CFNLP shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed.

**INDEMNIFICATION:** CFNLP and CONTRACTOR shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of CFNLP or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Tulare County Office of Education  
California Friday Night Live Partnership  
Attn: Azulie Wilson  
6200 South Mooney Blvd., PO Box 5091  
Visalia, CA 93278-5091  
Fax: 559-737-4231  
Confirmation of Receipt: 559-733-6496

County of Mendocino Health & Human  
Services Agency Department of Public Health  
Attn: Tina Tyler-O'Shea  
1120 South Dora Street  
Ukiah, CA 95482  
Confirming No: 707-475-3827

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**TERMINATION:** This Agreement may be terminated by either party with or without cause at any time by providing thirty (30) days advance written notice to the other party.

**RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and private auditors of CFNLP and to their agents and representatives, for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

**INSURANCE:** Prior to approval of this Agreement by CFNLP, CONTRACTOR shall file with the Superintendent of the District evidence of the required insurance as set forth in Exhibit A attached.

**CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

**NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.



**GOVERNING LAW:** This Agreement is to be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

**WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court, or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to affect the purposes of this Agreement.

**ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CFNLP, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to CFNLP pursuant to this Agreement with other employees where CFNLP is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude CFNLP from terminating this Agreement with or without cause as provided for in this agreement.

**ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, CFNLP is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CFNLP.

**DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute. We hereby agree to this Agreement and certify that the agreements made here will be honored.

County of Mendocino Health & Human Services Agency Public Health Division

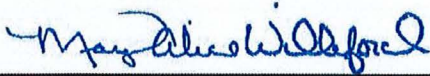
**SIGNATURES:**



Tim A. Hire,  
Tulare County Superintendent of Schools



Date



Mary Alice Willeford, Acting Assistant HHSA  
Director  
County of Mendocino Health & Human  
Services Agency



Date



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: See Page 5  
Mary Alice Willeford, HHSA Assistant Director

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

Budgeted: ☐ Yes ☒ No

Budget Unit: ~~4010~~ 4012


Line Item: ~~86-2189~~ 82-7700

Org/Object Code: PHGPREV- DD0158

Grant: ☐ Yes ☒ No

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

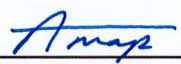
COUNTY OF MENDOCINO

By:   
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

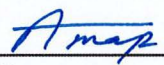
ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy JUL 22 2021

INSURANCE REVIEW:

By:   
Risk Management

Date: 06/29/2021

CONTRACTOR/COMPANY NAME

By: See Page 5  
Tim A. Hire,  
Tulare County Superintendent of Schools

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

NAME AND ADDRESS OF CONTRACTOR:

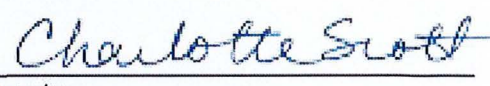
Tulare County Office of Education  
California Friday Night Live Partnership  
6200 South Mooney Blvd., PO Box 5091  
Visalia, California 93278-5091

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


COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By:   
Deputy 06/29/2021  
Date: \_\_\_\_\_

EXECUTIVE OFFICE/FISCAL REVIEW:

By:   
Deputy CEO

Date: 06/29/2021

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

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County \_\_\_\_\_



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4j)

---

**To:** Board of Supervisors

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Second Amendment to BOS Agreement No. 21-056 with Left Coast Seafood Marketplace, LLC in the Amount \$130,000 for a New Total of \$330,000 to Provide Meals to Homebound Seniors in the Ukiah Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective April 6, 2021 Through a new End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive second Amendment to BOS Agreement No. 21-056 with Left Coast Seafood Marketplace, LLC in the amount of \$130,000 for a new total of \$330,000 to provide meals to homebound seniors in the Ukiah area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective April 6, 2021 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 6, 2021, Item 4(g), BOS 21-056 (\$100,000).

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was retroactive to March 2020.

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.



---

**Item #: 4j)**

---

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving positive response from the community, HHSA has coordinated with five additional restaurants to provide meals within Mendocino County. Over the past three months, Left Coast Seafood Marketplace provided services to program participants in the city of Ukiah and the surrounding area.

HHSA requests execution of the second amendment to the Great Plates Delivered contract with Left Coast Seafood Marketplace. The Board of Supervisors approved the initial Agreement in the amount of \$100,000 on April 6, 2021, and authorized the first amendment to be signed by the County's Purchasing Agent. The proposed second amendment is anticipated to be the last as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 60 participants at an anticipated weekly average invoice amount of \$27,720, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Left Coast Seafood Marketplace served 69 participants and delivered 5,969 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 2

**vote requirement:** Majority

**Supplemental Information Available Online At:**

[<HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/>](https://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/)

**Fiscal Details:**

**source of funding:** IG

**current f/y cost:** Estimated \$330,000 through July 9, 2021

**annual recurring cost:** N/A

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered program.

**budgeted in current f/y:** No

**if no, please describe:** The State issued funding in response to the COVID-19 pandemic.

**revenue agreement:** No

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

---

**FOR COB USE ONLY**

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Approved

Executed Item Type: Agreement Number: 21-056-A1

---

**Item #: 4j)**

---

**Note to Department** Number of Original Agreements  
Returned to Dept: o Original Agreement Delivered to Auditor?  
No



**SECOND AMENDMENT TO  
BOS AGREEMENT NO. 21-056**

This second Amendment to BOS Agreement No. 21-056 is entered into this 20<sup>TH</sup> day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Left Coast Seafood and Marketplace LLC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-056 was entered into on April 6, 2021; and

WHEREAS, first Amendment Agreement No. PH-20-090, PA No. 21-193 was entered into on June 16, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in first Amendment Agreement No. PH-20-090, PA No. 21-193 from \$200,000 to \$330,000; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the term date set out in the original BOS Agreement No. 21-056 from June 30, 2021 to July 9, 2021; and

WHEREAS, CONTRACTOR will continue providing meals to homebound seniors via the Great Plates Delivered program.

NOW, THEREFORE, we agree as follows:

1. The amount set out in first Amendment Agreement No. PH-20-090, PA No. 21-193 will be increased from \$200,000 to \$330,000.
2. The term date set out in original BOS Agreement No. 21-056 will be extended from June 30, 2021 to July 9, 2021.

All other terms and conditions of BOS Agreement No. 21-056 and first Amendment Agreement No. PH-20-090, PA No. 21-193 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No  
Budget Unit: 4071  
Line Item: 86-2189  
Org/Object Code: IG862189, IG019  
Grant: ☐ Yes ☒ No  
Grant No.:

COUNTY OF MENDOCINO

By: DAN GJERDE  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy  
JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy  
JUL 22 2021

INSURANCE REVIEW:

By: Rick M. [Signature]  
Rick M. [Signature]  
06/30/2021

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

CONTRACTOR/COMPANY NAME

By: Matt Talbert  
Matt Talbert, Owner

Date: 6/28/21

NAME AND ADDRESS OF CONTRACTOR:

Left Coast Seafood and Marketplace, LLC.  
110 W. Standley Street  
Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Dep. 06/30/2021

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

E: Darcie Antle  
By: Darcie Antle  
Deputy CEO  
06/30/2021

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

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





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4k)

---

**To:** Board of Supervisors

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Third Amendment to Board of Supervisors Agreement No. 21-049 with Rock Seas, LLC in the Amount \$120,000 for a New Total of \$420,000 to Provide Meals to Homebound Seniors in the Hopland and Anderson Valley Areas Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective March 23, 2021 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive third Amendment to Board of Supervisors Agreement No. 21-049 with Rock Seas, LLC in the amount \$120,000 for a new total of \$420,000 to provide meals to homebound seniors in the Hopland and Anderson Valley areas due to the COVID-19 pandemic through the Great Plates Delivered Program, effective March 23, 2021 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

March 23, 2021, Item 4(p), Original Agreement, BOS 21-049 (\$100,000).

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was retroactive to March 2020.

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay

---

**Item #: 4k)**

---

healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving a positive response from the community, HHSA coordinated with five additional restaurants to provide meals within Mendocino County. Over the past several months, Rock Seas LLC. provided services to program participants in the Hopland and Anderson Valley areas.

HHSA requests execution of a third amendment to the Great Plates Delivered contract with Rock Seas LLC. The Board of Supervisors approved amendments to the initial \$100,000 contract on March 23, 2021, by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed third amendment is anticipated to be the last, as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 52 participants at an anticipated weekly average invoice amount of \$24,024, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Rock Seas LLC. served 77 participants and delivered 12,103 meals.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 5

**vote requirement:** Majority

**Supplemental Information Available Online At:** <HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/>

**Fiscal Details:**

**source of funding:** IG

**current f/y cost:** \$420,000 through July 9, 2021

**annual recurring cost:** N/A

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered Program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Approved

Executed Item Type: Agreement Number: 21-049-A1

---

**Item #: 4k)**

---

**Note to Department** Number of Original Agreements  
Returned to Dept: o Original Agreement Delivered to Auditor?  
No



**THIRD AMENDMENT TO  
BOS AGREEMENT NO. 21-049**

This third Amendment to BOS Agreement No. 21-049 is entered into this 20<sup>th</sup> day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Rocks Seas LLC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-049 was entered into on March 24, 2021; and

WHEREAS, first Amendment No. PH-20-086-A1, PA No. 21-181 was entered into on May 27, 2021; and

WHEREAS, second Amendment No. PH-20-086-A2, PA No. 21-181-A1 was entered into on June 6, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in original Agreement, BOS Agreement No. 21-049 from June 30, 2021 to July 9, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in second Amendment No. PH-20-086-A2, PA No. 21-181-A1 from \$300,000 to \$420,000; and

WHEREAS, CONTRACTOR will continue providing meals to homebound seniors via the Great Plates Delivered program.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in original Agreement, BOS Agreement No. 21-049, will be extended from June 30, 2021 to July 9, 2021.
2. The amount set out in second Amendment No. PH-20-086-A2, PA No. 21-181-A1 will be increased from \$300,000 to \$420,000.

All other terms and conditions of BOS Agreement No. 21-049, Amendment No. PH-20-086-A1, PA No. 21-181, and second Amendment No. PH-20-086-A2, PA No. 21-181-A1 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 06/30/2021

CONTRACTOR/COMPANY NAME

By: See Page 2B  
Roxanne Hampl, Owner

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

NAME AND ADDRESS OF CONTRACTOR:

Rock Seas, LLC  
PO Box 593  
Hopland, CA 95449  
707-354-2969; rockseas.101@gmail.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:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 06/30/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Deputy CEO

Date: 06/30/2021

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

Exception to Bid Process Required/Completed ☒ EB# 21-228

Mendocino County Business License: Valid ☒

Exempt Pursuant to MCC Section: License# 126606



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW

By: See Page 2A  
Mary Alice Wilford, HHSA Assistant Director

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

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 88-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

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

COUNTY OF MENDOCINO

By: See Page 2A  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: See Page 2A  
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: See Page 2A  
Deputy

INSURANCE REVIEW:

By: See Page 2A  
Risk Management

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

CONTRACTOR/COMPANY NAME

By:   
Roxanne Hampl, Owner

Date: 6/26/2021

NAME AND ADDRESS OF CONTRACTOR:

Rock Seas, LLC  
PO Box 593  
Hopland, CA 95449  
707-354-2969, rockseas.101@gmail.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:

CHRISTIAN M. CURTIS,  
County Counsel

By: See Page 2A  
Deputy

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

EXECUTIVE OFFICE/FISCAL REVIEW:

By: See Page 2A  
Deputy CEO

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

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ EFW 21-228  
Mendocino County Business License: Valid ☒  
Exempt Pursuant to MCC Section: Licensed 126000





# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 4l)**

---

**To: Board of Supervisors**

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Sixth Amendment to Agreement No. PH-20-043, PA No. 21-54 with Angelina's Bar and Grill in the Amount of \$85,000 for a New Total of \$555,000 to Provide Meals to Homebound Seniors in the Area of Fort Bragg Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective September 14, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive sixth Amendment to Agreement No. PH-20-043, PA No. 21-54 with Angelina's Bar and Grill in the amount of \$85,000 for a new total of \$555,000 to provide meals to homebound seniors in the area of Fort Bragg due to the COVID-19 pandemic through the Great Plates Delivered Program, effective September 14, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

February 9, 2021, Item No. 4(s), BOS No. 21-022 (Amendment 1, \$100,000)

May 25, 2021, Item No. 4(x), BOS No. 21-022-A1 (Amendment 4, \$85,000)

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was retroactive to March 2020.

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay

---

**Item #: 4l)**

---

healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving positive response from the community, HHSA coordinated with five additional restaurants to provide meals within Mendocino County. Over the past nine months, Angelina's Bar and Grill provided services to program participants in the city of Fort Bragg and the surrounding area.

HHSA requests execution of a sixth amendment to the Great Plates Delivered contract with Angelina's Bar and Grill. The Board of Supervisors approved amendments to the initial \$50,000 contract beginning on February 9, 2021, either through direct approval at a Board meeting or by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed sixth amendment is anticipated to be the last as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 38 participants at an anticipated weekly average invoice amount of \$17,556, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Angelina's Bar and Grill served 68 participants and delivered 15,734 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 4

**vote requirement:** Majority

**Supplemental Information Available Online At:**

[<HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/>](https://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/)

**Fiscal Details:**

**source of funding:** IG

**current f/y cost:** \$555,000 through July 9, 2021

**annual recurring cost:** N/A

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered Program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Choose an item.

**CEO Comments:**

**budgeted in current f/y:** No

**if no, please describe:** The State issued funding in response to the COVID-19 pandemic.

**revenue agreement:** No

---

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Approved

Executed Item Type: Agreement Number: 21-022-A2



---

**Item #: 4l)**

---

**Note to Department** Number of Original Agreements  
Returned to Dept: o Original Agreement Delivered to Auditor?  
No



AGREEMENT NO. 21-022-A2

**SIXTH AMENDMENT TO STANDARD  
AGREEMENT NO. PH-20-043, PA NO. 21-54**

This sixth Amendment to Agreement No. PH-20-043, PA No. 21-54 is entered into this 20<sup>th</sup> day of JULY, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Angelina's Bar and Grill, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PH-20-043, PA No. 21-54 was entered into on September 14, 2020; and

WHEREAS, first Amendment BOS No. 21-022 was entered into on February 9, 2021; and

WHEREAS, second Amendment No. PH-20-043-A1, PA No. 21-54-A1 was entered into on March 4, 2021; and

WHEREAS, third Amendment No. PH-20-043-A2, PA No. 21-54-A2 was entered into on April 1, 2021; and

WHEREAS, fourth Amendment BOS No. 21-022-A1 was entered into on May 25, 2021; and

WHEREAS, fifth Amendment No. PH-20-043-A3, PA No. 21-54-A3 was entered into on July 1, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the fifth Amendment No. PH-20-043-A3, PA No. 21-54-A3, from \$470,000 to \$555,000; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the term date set out in the third Amendment No. PH-20-043-A2, PA No. 21-54-A2 from June 30, 2021 to July 9, 2021.

NOW, THEREFORE, we agree as follows:

1. The amount set out in the fifth Amendment No. PH-20-043-A3, PA No. 21-54-A3, will be increased from \$470,000 to \$555,000.
2. The term date set out in the third Amendment No. PH-20-043-A2, PA No.

Updated 6/24/2021 <sup>1</sup>

21-54-A2 will be extended from June 30, 2021 to July 9, 2021.

All other terms and conditions of Agreement No. PH-20-043, PA No. 21-54, first Amendment BOS No. 21-022, second Amendment No. PH-20-043-A1, PA No. 21-54-A1, third Amendment No. PH-20-043-A2, PA No. 21-54-A2, fourth Amendment BOS No. 21-022-A1, and fifth Amendment No. PH-20-043-A3, PA No. 21-54-A3 shall remain in full force and effect.

Updated 6/24/2021<sup>2</sup>



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

See page 3b  
Mary Alice Willeford, HHSA Assistant Director

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

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org Code: IG

Grant: ☐ Yes ☒ No

Grant No.:


**COUNTY OF MENDOCINO**

By:   
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

**ATTEST:**

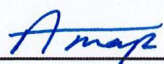
CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy

**JUL 22 2021**

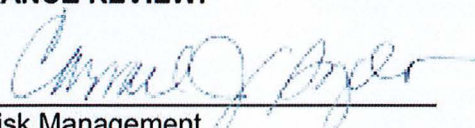
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy

**INSURANCE REVIEW:**

**JUL 22 2021**

By:   
Risk Management

**06/30/2021**

**CONTRACTOR/COMPANY NAME:**

By: See page 3b  
Maria Soto, Owner Date

**NAME AND ADDRESS OF CONTRACTOR:**

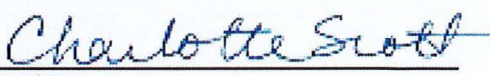
Angelina's Bar and Grill  
400 S. Main St.  
Fort Bragg, CA 95437

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

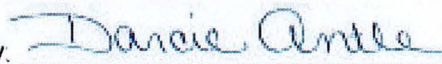
CHRISTIAN M. CURTIS,  
County Counsel

By:   
Deputy

**06/30/2021**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By:  **06/30/2021**  
Deputy CEO

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

Mary Alice Willeford 6/28/21  
Mary Alice Willeford, HHSA Assistant Director

Date: 06-29-2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

**COUNTY OF MENDOCINO**

By: DAN GJERDE, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

**CONTRACTOR/COMPANY NAME:**

By: Maria Soto  
Maria Soto, Owner Date

**NAME AND ADDRESS OF CONTRACTOR:**

Angelina's Bar and Grill  
400 S. Main St.  
Fort Bragg, CA 95437

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

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By: \_\_\_\_\_  
Deputy

**EXECUTIVE OFFICE/FISCAL REVIEW:**

**APPROVAL RECOMMENDED**

By: \_\_\_\_\_  
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ EB 21-227  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: within Fort Bragg City limits



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4m)

---

**To:** Board of Supervisors

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Seventh Amendment to Agreement No. PH-20-042, PA 21-101 with Patrona Restaurant in the Amount of \$250,000 for a New Total of \$1,505,000 to Provide Meals to Homebound Seniors in the Ukiah Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective December 10, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive seventh Amendment to Agreement No. PH-20-042, PA 21-101 with Patrona Restaurant in the amount of \$250,000 for a new total of \$1,505,000 to provide meals to homebound seniors in the Ukiah area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective December 10, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

February 9, 2021, Item 4(r), First Amendment, BOS Agreement No. 21-021 (\$100,000);  
April 6, 2021, Item 4(h), Fourth Amendment, BOS Agreement No. 21-021-A2 (\$217,000).

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was retroactive to March 2020.

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local

---

**Item #: 4m)**

---

businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving a positive response from the community, HHSA coordinated with five additional restaurants to provide meals within Mendocino County. Over the past several months, Patrona Restaurant provided services to program participants in the Ukiah area.

HHSA requests execution of a seventh amendment to the Great Plates Delivered contract with Patrona Restaurant. The Board of Supervisors approved amendments to the initial \$50,000 contract beginning on February 9, 2021, either through direct approval at a Board meeting or by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed seventh amendment is anticipated to be the last as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 118 participants at an anticipated weekly average invoice amount of \$54,516, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Patrona Restaurant served 166 participants and delivered 53,769 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 2

**vote requirement:** Majority

**Supplemental Information Available Online At:** <https://covid19.ca.gov/restaurants-deliver-home-meals-for-seniors/>

**Fiscal Details:**

**source of funding:** IG

**current f/y cost:** \$1,505,000 through July 9, 2021

**annual recurring cost:** N/A

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

---

Final Status: Approved

Executed Item Type: Agreement Number: 21-021-A3

---

**Item #: 4m)**

---

**Note to Department** Number of Original Agreements  
Returned to Dept: o Original Agreement Delivered to Auditor?  
No





**SEVENTH AMENDMENT TO  
STANDARD AGREEMENT NO. PH-20-042, PA NO. 21-101**

This seventh Amendment to Agreement No. PH-20-042, PA No. 21-101 is entered into this 20<sup>TH</sup> day of JULY, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Patrona Restaurant**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PH-20-042, PA No. 21-101 was entered into on December 10, 2020; and

WHEREAS, BOS Amendment No. 21-021 was entered into on February 9, 2021; and

WHEREAS, second Amendment No. PH-20-042-A2, PA No. 21-101A1 was entered into on February 23, 2021; and

WHEREAS, third Amendment No. PH-20-042-A3, PA No. 21-101A2 was entered into on March 3, 2021; and

WHEREAS, fourth Amendment BOS No. 21-021-A2 was entered into on April 6, 2021; and

WHEREAS, fifth Amendment No. PH-20-042-A4, PA No. 21-101A3 was entered into on May 4, 2021; and

WHEREAS, sixth Amendment No. PH-20-042-A5, PA No. 21-101A4 was entered into on June 15, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the fourth Amendment, BOS Agreement No. 21-021-A2 from June 30, 2021 to July 9, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the sixth Amendment No. PH-20-042-A5, PA No. 21-101A4 from \$1,255,000 to \$1,505,000; and

WHEREAS, CONTRACTOR will continue providing meals to homebound seniors via the Great Plates Delivered program.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the fourth Amendment, BOS Agreement No. 21-021-A2, will be extended from June 30, 2021 to July 9, 2021.
2. The amount set out in the sixth Amendment No. PH-20-042-A5, PA No. 21-101A4 will be increased from \$1,255,000 to \$1,505,000.

All other terms and conditions of Agreement No. PH-20-042, PA No. 21-101, First Amendment, BOS No. 21-021, Second Amendment No. PH-20-042-A2, PA No. 21-101A1, Third Amendment PH-20-042-A3, PA No. 21-101A2, Fourth Amendment BOS No. 21-021-A2, Fifth Amendment No. PH-20-042-A4, PA No. 21-101A3, and Sixth Amendment No. PH-20-042-A5, PA No. 21-101A4 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 06/30/2021

CONTRACTOR/COMPANY NAME

By: Bridget Harrington  
Bridget Harrington, Owner

Date: 6/24/2021

NAME AND ADDRESS OF CONTRACTOR:

Patrona Restaurant

130 W. Standley St.

Ukiah, CA 95482

707-462-9181

bridget@pacific.net

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 06/30/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Deputy CEO

Date: 06/30/2021

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

Exception to Bid Process Required/Completed ☒ EB# 21-149

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 #:** 4n)

---

**To:** Board of Supervisors

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Eleventh Amendment to Agreement No. PH-19-083, PA No. 20-129 with Egghead's Restaurant in the Amount of \$70,000 for a New Total of \$712,500 to Provide Meals to Homebound Seniors in the Area of Fort Bragg Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 21, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive eleventh Amendment to Agreement No. PH-19-083, PA 20-129 with Egghead's Restaurant in the amount of \$70,000 for a new total of \$712,500 to provide meals to homebound seniors in the area of Fort Bragg due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 21, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

July 14, 2020, Item 4(q), BOS 20-106 (\$71,000);  
August 18, 2020, Item 4(z), BOS 20-106-A1 (\$55,000);  
September 22, 2020, Item 4(q), BOS 20-106-A2 (\$55,000);  
October 20, 2020, Item 4(m), BOS 20-106-A3 (\$51,000);  
May 25, 2021, Item 4(y), BOS 20-106-A4 (\$70,000).

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was retroactive to March 2020.



---

**Item #: 4n)**

---

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving positive response from the community, HHSA coordinated with five additional restaurants to provide meals within Mendocino County. Over the past year, Egghead's Restaurant provided services to program participants in the city of Fort Bragg and the surrounding area.

HHSA requests execution of an eleventh amendment to the Great Plates Delivered contract with Egghead's Restaurant. The Board of Supervisors approved amendments to the initial \$49,500 contract beginning on July 14, 2020, either through direct approval at a Board meeting or by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed eleventh amendment is anticipated to be the last as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 31 participants at an anticipated weekly average invoice amount of \$14,322, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Egghead's Restaurant served 46 participants and delivered 25,858 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 4

**vote requirement:** Majority

**Supplemental Information Available Online At:**

[<HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/>](https://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/)

**Fiscal Details:**

**source of funding:** IG

**current f/y cost:** \$712,500 through July 9, 2021

**annual recurring cost:** N/A

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered Program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Approved

Executed Item Type: Agreement Number: 20-106-A5

---

**Item #: 4n)**

---

**Note to Department** Number of Original Agreements  
Returned to Dept: o Original Agreement Delivered to Auditor?  
No



AGREEMENT NO. 20-106-AS

**ELEVENTH AMENDMENT TO STANDARD  
AGREEMENT NO. PH-19-083, PA NO. 20-129**

This eleventh Amendment to Agreement No. PH-19-083, PA No. 20-129 is entered into this 20<sup>th</sup> day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Egghead's, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, original Agreement No. PH-19-083, PA No. 20-129 was entered into on May 21, 2020; and

WHEREAS, first Amendment, BOS Agreement No. 20-106, was entered into on July 14, 2020; and

WHEREAS, second Amendment, BOS Agreement No. 20-106-A1, was entered into on August 18, 2020; and

WHEREAS, third Amendment, BOS Agreement No. 20-106-A2, was entered into on September 22, 2020; and

WHEREAS, fourth Amendment, BOS Agreement No. 20-106-A3, was entered into on October 20, 2020; and

WHEREAS, fifth Amendment, Agreement No. PH-19-083-A1, PA No. 20-129-A1 was entered into on November 24, 2020; and

WHEREAS, sixth Amendment, Agreement No. PH-19-083-A2, PA No. 20-129-A2 was entered into on January 19, 2021; and

WHEREAS, seventh Amendment, Agreement No. PH-19-083-A3, PA No. 20-129-A3 was entered into on February 17, 2021; and

WHEREAS, eighth Amendment, Agreement No. PH-19-083-A4, PA No. 20-129-A4 was entered into on March 31, 2021; and

WHEREAS, ninth Amendment, BOS Agreement No. 20-106-A4 was entered into on May 25, 2021; and

WHEREAS, tenth Amendment, Agreement No. PH-19-083-A5, PA No. 20-129-A5 was entered into on June 23, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and CONTRACTOR, this document will become part of the aforementioned contract and shall

be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the tenth Amendment, Agreement No. PH-19-083-A5, PA No. 20-129-A5, from \$642,500 to \$712,500; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the term date set out in the eighth Amendment, Agreement No. PH-19-083-A4, PA No. 20-129-A4 from June 30, 2021 to July 9, 2021.

NOW, THEREFORE, we agree as follows:

1. The amount set out in the tenth Amendment, Agreement No. PH-19-083-A5, PA No. 20-129-A5, will be increased from \$642,500 to \$712,500.
2. The term date set out in the eighth Amendment, Agreement No. PH-19-083-A4, PA No. 20-129-A4 will be extended from June 30, 2021 to July 9, 2021.

All other terms and conditions of original Agreement No. PH-19-083, PA No. 20-129, first Amendment, BOS Agreement No. 20-106, second Amendment, BOS Agreement No. 20-106-A1, third Amendment, BOS Agreement No. 20-106-A2, fourth Amendment, BOS Agreement No. 20-106-A3, fifth Amendment, Agreement No. PH-19-083-A1, PA No. 20-129-A1, sixth Amendment, Agreement No. PH-19-083-A2, PA No. 20-129-A2, seventh Amendment, Agreement No. PH-19-083-A3, PA No. 20-129-A3, eighth Amendment, Agreement No. PH-19-083-A4, PA No. 20-129-A4, ninth Amendment, BOS Agreement No. 20-106-A4, and tenth Amendment, Agreement No. PH-19-083-A5, PA No. 20-129-A5 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

**JUL 22 2021**

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap **JUL 22 2021**  
Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Antle  
Deputy CEO

Date: **06/30/2021**

CONTRACTOR/COMPANY NAME

By: Marvin Parrish  
Marvin Parrish, President

Date: 6/25/2021

NAME AND ADDRESS OF CONTRACTOR:

Egghead's, Inc.  
326 N. Main St.  
Fort Bragg, CA 95437

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy

**06/30/2021**

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

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: **06/30/2021**

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

Exception to Bid Process Required/Completed ☒ EB# 21-220

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: within city limits of Fort Bragg



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 40)**

---

**To: Board of Supervisors**

**From: Health and Human Services Agency**

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Twelfth Amendment to Agreement No. PH-19-081, PA No. 20-128 with Wild Fish Restaurant in the Amount of \$420,000 for a New Total of \$3,473,500 to Provide Meals to Homebound Seniors in the Coastal Areas in Mendocino County and the Anderson Valley Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 21, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive twelfth Amendment to Agreement No. PH-19-081, PA No. 20-128 with Wild Fish restaurant in the amount of \$420,000 for a new total of \$3,473,500 to provide meals to homebound seniors in the coastal areas in Mendocino County and the Anderson Valley area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 21, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

July 14, 2020, Item 4(t), First Amendment, BOS 20-107 (\$150,000);  
August 18, 2020, Item 4(w), Second Amendment, BOS 20-107-A1 (\$115,000);  
September 22, 2020, Item 4(t), Third Amendment, BOS 20-107-A2 (\$140,000);  
October 20, 2020, Item 4(n), Fourth Amendment, BOS 20-107-A3 (\$188,000);  
March 23, 2021, Item 4(s), Eight Amendment, BOS 20-107-A4 (\$427,000).

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was

---

**Item #: 40)**

---

retroactive to March 2020.

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving a positive response from the community, HHSA coordinated with five additional restaurants to provide meals within Mendocino County. Over the past year, Wild Fish restaurant provided services to a substantial geographic area within the county, spanning coastal areas from Westport in the North, to Point Arena in the South, and inland as far as Boonville.

HHSA requests execution of a twelfth amendment to the Great Plates Delivered contract with Wild Fish restaurant. The Board of Supervisors approved amendments to the initial \$49,500 contract beginning on July 14, 2020, either through direct approval at a Board meeting or by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed twelfth amendment is anticipated to be the last, as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 204 participants at an anticipated weekly average invoice amount of \$94,248, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Wild Fish restaurant served 354 participants and delivered 121,670 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 4 **District 5**

**vote requirement:** Majority

**Supplemental Information Available Online At:** [HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/](https://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/)

**Fiscal Details:**

**source of funding:** IG

**current f/y cost:** \$3,473,500 through July 9, 2021

**annual recurring cost:** N/A

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered Program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

---

**FOR COB USE ONLY**

---

---

**Item #: 40)**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Approved

Executed Item Type: Agreement Number: 20-107-A5

**Note to Department** Number of Original Agreements  
Returned to Dept: 0 Original Agreement Delivered to Auditor?  
No





**TWELFTH AMENDMENT TO STANDARD  
AGREEMENT NO. PH-19-081, PA NO. 20-128**

This twelfth Amendment to Agreement No. PH-19-081, PA No. 20-128, is entered into this 20<sup>TH</sup> day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Wild Fish**, hereinafter referred to as "CONTRACTOR".

WHEREAS, original Agreement No. PH-19-081, PA No. 20-128, was entered into on May 26, 2020; and

WHEREAS, the first Amendment, BOS Agreement No. 20-107, was entered into on July 14, 2020; and

WHEREAS, the second Amendment, BOS Agreement No. 20-107-A1, was entered into on August 18, 2020; and

WHEREAS, the third Amendment, BOS Agreement No. 20-107-A2, was entered into on September 22, 2020; and

WHEREAS, the fourth Amendment, BOS Agreement No. 20-107-A3, was entered into on October 20, 2020; and

WHEREAS, the fifth Amendment, PH-19-081-A1, PA No. 20-128 A1, was entered into on November 24, 2020; and

WHEREAS, the sixth Amendment, PH-19-081-A2, PA No. 20-128 A2, was entered into on December 30, 2020; and

WHEREAS, the seventh Amendment, PH-19-081-A3, PA No. 20-128 A3, was entered into on February 10, 2021; and

WHEREAS, the eighth Amendment, BOS Agreement No. 20-107-A4, was entered into on March 23, 2021; and

WHEREAS, the ninth Amendment, PH-19-081-A4, PA No. 20-128 A4, was entered into on April 26, 2021; and

WHEREAS, the tenth Amendment, PH-19-081-A5, PA No. 20-128 A5, was entered into on May 4, 2021; and

WHEREAS, the eleventh Amendment, PH-19-081-A6, PA No. 20-128 A6, was entered into on June 10, 2021; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the eighth Amendment, BOS Agreement No. 20-107-A4 from June 30, 2021 to July 9, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the eleventh Amendment, PH-19-081-A6, PA No. 20-128 A6 from \$3,053,500 to \$3,473,500; and

WHEREAS, CONTRACTOR will continue providing meals to homebound seniors via the Great Plates Delivered program.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the eighth Amendment, BOS Agreement No. 20-107-A4, will be extended from June 30, 2021 to July 9, 2021.
2. The amount set out in the eleventh Amendment, PH-19-081-A6, PA No. 20-128 A6, will be increased from \$3,053,500 to \$3,473,500.

All other terms and conditions of original Agreement No. PH-19-081, PA No. 20-128, first Amendment, BOS Agreement No. 20-107, second Amendment, BOS Agreement No. 20-107-A1, third Amendment, BOS Agreement No. 20-107-A2, fourth Amendment, BOS Agreement No. 20-107-A3, fifth Amendment PH-19-081-A1, PA No. 20-128 A1, sixth Amendment PH-19-081-A2, PA No. 20-128 A2, seventh Amendment PH-19-081-A3, PA No. 20-128 A3, eighth Amendment, BOS Agreement No. 20-107-A4, ninth Amendment, PH-19-081-A4, PA No. 20-128 A4, tenth Amendment, PH-19-081-A5, PA No. 20-128 A5, and eleventh Amendment, PH-19-081-A6, PA No. 20-128 A6 shall remain in full force and effect.



**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

**COUNTY OF MENDOCINO**

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

Date: 06/30/2021

**CONTRACTOR/COMPANY NAME**

By: Liz Jacobs  
Liz Jacobs, Owner/Manager

Date: 6/24/21

**NAME AND ADDRESS OF CONTRACTOR:**

Wild Fish  
7750 N. Highway 1  
Little River, CA 95456  
707-937-3055  
wildfishmendo@gmail.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:**

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy 06/30/2021

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

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Darcie Antle  
Deputy CEO

Date: 06/30/2021

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

Exception to Bid Process Required/Completed ☒ EB# 21-229

Mendocino County Business License: Valid ☒

Exempt Pursuant to MCC Section: License# 128615



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4p)

---

**To:** Board of Supervisors

**From:** Health and Human Services Agency

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-080, PA No. 20-126, with Cucina Verona in the Amount of \$250,000 for a New Total of \$2,880,500 to Provide Meals to Homebound Seniors in the Fort Bragg Area Due to the COVID-19 Pandemic through the Great Plates Delivered Program, Effective May 12, 2020 through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive thirteenth Amendment to Agreement No. PH-19-080, PA No. 20-126, with Cucina Verona in the amount of \$250,000 for a new total of \$2,880,500 to provide meals to homebound seniors in the Fort Bragg area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 12, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

June 10, 2020, Item 4(ai), BOS 20-075 (\$200,000)

July 14, 2020, Item 4(s), BOS 20-075-A1 (\$305,000)

August 18, 2020, Item 4(aa), BOS 20-075-A2 (\$180,000)

September 22, 2020, Item 4(p), BOS 20-075-A3 (\$185,000)

October 20, 2020, Item 4(k), BOS 20-075-A4 (\$182,000)

April 6, 2021, Item 4(q), BOS 20-075-A5 (\$230,000)

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated County cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was retroactive to March 2020.



---

**Item #: 4p)**

---

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving positive response from the community, HHSA has coordinated with five additional restaurants to provide meals within Mendocino County. Over the past year, Cucina Verona provided services to program participants in the Fort Bragg area.

HHSA requests execution of a thirteenth amendment to the Great Plates Delivered contract with Cucina Verona. The Board of Supervisors approved amendments to the initial \$49,500 contract beginning on June 10, 2020, either through direct approval at a Board meeting or by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed thirteenth amendment is anticipated to be the last as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 118 participants at an anticipated weekly average invoice amount of \$54,516, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Cucina Verona served 188 participants and delivered 117,847 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 4

**vote requirement:** Majority

**Supplemental Information Available Online At:** [HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/](https://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/)

**Fiscal Details:**

**source of funding:** IG

**budgeted in current f/y:** No

**current f/y cost:** Estimated \$2,880,500 through July 9, 2021

**if no, please describe:** The State issued funding in response to the COVID-19 pandemic.

**annual recurring cost:** N/A

**revenue agreement:** No

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered Program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Approved

Executed Item Type: Agreement Number: 20-075-A6

---

**Item #: 4p)**

---

**Note to Department** Number of Original Agreements  
Returned to Dept: o Original Agreement Delivered to Auditor?  
No



**THIRTEENTH AMENDMENT TO STANDARD  
AGREEMENT NO. PH-19-080, PA NO. 20-126**

This thirteenth Amendment to Agreement No. PH-19-080, PA No. 20-126 is entered into this 20th day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Cucina Verona**, hereinafter referred to as "CONTRACTOR".

WHEREAS, original Agreement No. PH-19-080, PA No. 20-126 was entered into on May 12, 2020; and

WHEREAS, first Amendment, BOS Agreement No. 20-075, was entered into on June 10, 2020; and

WHEREAS, second Amendment, BOS Agreement No. 20-075-A1, was entered into on July 14, 2020; and

WHEREAS, third Amendment, BOS Agreement No. 20-075-A2, was entered into on August 18, 2020; and

WHEREAS, fourth Amendment, BOS Agreement No. 20-075-A3, was entered into on September 22, 2020; and

WHEREAS, fifth Amendment, BOS Agreement No. 20-075-A4, was entered into on October 20, 2020; and

WHEREAS, sixth Amendment, PH-19-080-A1, PA No. 20-126-A1, was entered into on November 16, 2020; and

WHEREAS, seventh Amendment, PH-19-080-A2, PA No. 20-126-A2, was entered into on January 25, 2021; and

WHEREAS, eighth Amendment, PH-19-080-A3, PA No. 20-126-A3, was entered into on February 9, 2021; and

WHEREAS, ninth Amendment, PH-19-080-A4, PA No. 20-126-A4, was entered into on February 23, 2021; and

WHEREAS, tenth Amendment, BOS Agreement No. 20-075-A5, was entered into on April 6, 2021; and

WHEREAS, eleventh Amendment, PH-19-080-A5, PA No. 20-126-A5, was entered into on May 4, 2021; and

WHEREAS, twelfth Amendment, PH-19-080-A6, PA No. 20-126-A6, was entered into on June 22, 2021; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the twelfth Amendment, PH-19-080-A6, PA No. 20-126-A6, from \$2,630,500 to \$2,880,500; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the term date set out in the tenth Amendment, BOS Agreement No. 20-075-A5 from June 30, 2021 to July 9, 2021.

NOW, THEREFORE, we agree as follows:

1. The amount set out in the twelfth Amendment, PH-19-080-A6, PA No. 20-126-A6, will be increased from \$2,630,500 to \$2,880,500.
2. The term date set out in the tenth Amendment, BOS Agreement No. 20-075-A5 will be extended from June 30, 2021 to July 9, 2021.

All other terms and conditions of original Agreement No. PH-19-080, PA No. 20-126, first Amendment, BOS Agreement No. 20-075, second Amendment, BOS Agreement No. 20-075-A1, third Amendment, BOS Agreement No. 20-075-A2, fourth Amendment, BOS Agreement No. 20-075-A3, fifth Amendment, BOS Agreement No. 20-075-A4, sixth Amendment, Agreement No. PH-19-080-A1, PA No. 20-126-A1, seventh Amendment, Agreement No. PH-19-080-A2, PA No. 20-126-A2, eighth Amendment, Agreement No. PH-19-080-A3, PA No. 20-126-A3, ninth Amendment, Agreement No. PH-19-080-A4, PA No. 20-126-A4, tenth Amendment, BOS Agreement No. 20-075-A5, eleventh Amendment, Agreement No. PH-19-080-A5, PA No. 20-126-A5, and twelfth Amendment, Agreement No. PH-19-080-A6, PA No. 20-126-A6 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy JUL 22 2021

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 07/02/2021

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

Exception to Bid Process Required/Completed ☒ EB # 21-226

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: within city limits of Fort Bragg

CONTRACTOR/COMPANY NAME

By: Kathleen Murray  
Kathleen Murray, Owner

Date: June 25, 2021

NAME AND ADDRESS OF CONTRACTOR:

Cucina Verona

124 E. Laurel St.

Fort Bragg, CA 95437

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 07/02/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Andle  
Deputy CEO

Date: 07/02/2021



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 4q)**

---

**To: Board of Supervisors**

**From: Health and Human Services Agency**

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-079, PA No. 20-124 with Ukiah Brewing Company in the Amount of \$340,000 for a New Total of \$3,551,500 to Provide Meals to Homebound Seniors in the Ukiah and Willits Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 11, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive thirteenth Amendment to Agreement No. PH-19-079, PA No. 20-124 with Ukiah Brewing Company in the amount of \$340,000 for a new total of \$3,551,500 to provide meals to homebound seniors in the Ukiah and Willits area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 11, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

June 10, 2020, Item 4(ag), First Amendment, BOS Agreement No. 20-073 (\$100,000);  
July 14, 2020, Item 4(r), Second Amendment, BOS Agreement No. 20-073-A1 (\$50,000);  
August 18, 2020, Item 4(x), Third Amendment, BOS Agreement No. 20-073-A2 (\$235,000);  
September 22, 2020, Item 4(s), Fourth Amendment, BOS Agreement No. 20-073-A3 (\$185,000);  
October 20, 2020, Item 4(j), Fifth Amendment, BOS Agreement No. 20-073-A4 (\$269,000);  
April 6, 2021, Item 4(k), Tenth Amendment, BOS Agreement No 20-073-A5 (\$250,000).

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was

---

**Item #: 4q)**

---

retroactive to March 2020.

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving a positive response from the community, HHSA coordinated with five additional restaurants to provide meals within Mendocino County. Over the past year, Ukiah Brewing Company provided services to program participants in the Ukiah and Willits area.

HHSA requests execution of a thirteenth amendment to the Great Plates Delivered contract with Ukiah Brewing Company. The Board of Supervisors approved amendments to the initial \$49,500 contract beginning on June 10, 2020, either through direct approval at a Board meeting or by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed thirteenth amendment is anticipated to be the last, as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 162 participants at an anticipated weekly average invoice amount of \$74,844, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Ukiah Brewing Company served 336 participants and delivered 130,738 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 2 **District 3**

**vote requirement:** Majority

**Supplemental Information Available Online At:** <HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/>

**Fiscal Details:**

**source of funding:** IG

**current f/y cost:** \$3,551,500 through July 9, 2021

**annual recurring cost:** N/A

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

---

**FOR COB USE ONLY**

---

---

**Item #: 4q)**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Approved

Executed Item Type: Agreement Number: 20-073-A6

**Note to Department** Number of Original Agreements  
Returned to Dept: 0 Original Agreement Delivered to Auditor?  
No





**THIRTEENTH AMENDMENT TO STANDARD  
AGREEMENT NO. PH-19-079, PA NO. 20-124**

This thirteenth Amendment to Agreement No. PH-19-079, No. 20-124 is entered into this 20<sup>th</sup> day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Ukiah Brewing Company**, hereinafter referred to as "CONTRACTOR".

WHEREAS, original Agreement No. PH-19-079, PA No. 20-124 was entered into on May 12, 2020; and

WHEREAS, first Amendment, BOS Agreement No. 20-073, was entered into on June 10, 2020; and

WHEREAS, second Amendment, BOS Agreement No. 20-073-A1, was entered into on July 14, 2020; and

WHEREAS, third Amendment, BOS Agreement No. 20-073-A2, was entered into on August 18, 2020; and

WHEREAS, fourth Amendment, BOS Agreement No. 20-073-A3, was entered into on September 22, 2020; and

WHEREAS, fifth Amendment, BOS Agreement No. 20-073-A4, was entered into on October 20, 2020; and

WHEREAS, sixth Amendment, PH-19-079-A1, PA No. 20-124-A1, was entered into on November 16, 2020; and

WHEREAS, seventh Amendment, PH-19-079-A2, PA No. 20-124-A2, was entered into on January 14, 2021; and

WHEREAS, eighth Amendment, PH-19-079-A3, PA No. 20-124-A3, was entered into on February 10, 2021; and

WHEREAS, ninth Amendment, PH-19-079-A4, PA No. 20-124-A4, was entered into on March 4, 2021; and

WHEREAS, tenth Amendment, BOS No. 20-073-A5, was entered into on April 6, 2021; and

WHEREAS, eleventh Amendment, PH-19-079-A5, PA No. 20-124-A5, was entered into on May 4, 2021; and

WHEREAS, twelfth Amendment, PH-19-079-A6, PA No. 21-124-A6, was entered into on June 23, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the tenth Amendment, BOS Agreement No. 20-073-A5 from June 30, 2021 to July 9, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the twelfth Amendment PH-19-079-A6, PA No. 21-124-A6 from \$3,211,500 to \$3,551,500; and

WHEREAS, CONTRACTOR will continue providing meals to homebound seniors via the Great Plates Delivered program.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the tenth Amendment, BOS Agreement No. 20-073-A5, will be extended from June 30, 2021 to July 9, 2021.
2. The amount set out in the twelfth Amendment PH-19-079-A6, PA No. 21-124-A6 will be increased from \$3,211,500 to \$3,551,500.

All other terms and conditions of original Agreement No. PH-19-079, PA No. 20-124, first Amendment, BOS Agreement No. 20-073, second amendment, BOS Agreement No. 20-073-A1, third Amendment, BOS Agreement No. 20-073-A2, fourth Amendment, BOS Agreement No. 20-073-A3, fifth Amendment, BOS Agreement No. 20-073-A4, sixth Amendment, PH-19-079-A1, PA No. 20-124-A1, seventh Amendment, PH-19-079-A2, PA No. 20-124-A2, eighth Amendment, PH-19-079-A3, PA No. 20-124-A3, ninth Amendment, PH-19-079-A4, PA No. 20-124-A4, tenth Amendment, BOS Agreement No. 20-073-A5, eleventh Amendment, PH-19-079-A5, PA No. 20-124-A5, and twelfth Amendment PH-19-079-A6, PA No. 21-124-A6 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 06/30/2021

CONTRACTOR/COMPANY NAME

By: Taylor Pedersen  
Taylor Pedersen, CEO

Date: 6/28/21

NAME AND ADDRESS OF CONTRACTOR:

Ukiah Brewing Company  
102 S. State Street  
Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 06/30/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Deputy CEO

Date: 06/30/2021

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

Exception to Bid Process Required/Completed ☒ EB# 21-230

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 #: 4r)**

---

**To: Board of Supervisors**

**From: Health and Human Services Agency**

**Meeting Date:** July 20, 2021

**Department Contact:** Bekkie Emery

**Phone:** 463-7761

**Department Contact:** Jesse Vanvoorhis

**Phone:** 463-7981

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-078, PA No. 20-125 with Mendocino Cafe in the Amount of \$180,000 for a New Total of \$1,957,380 to Provide Meals to Homebound Seniors in the Town of Mendocino, CA and the Surrounding Area Due to the COVID-19 Pandemic through the Great Plates Delivered Program, Effective May 12, 2020 through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

**Recommended Action/Motion:**

Approve retroactive thirteenth Amendment to Agreement No. PH-19-078, PA No. 20-125 with Mendocino Cafe in the amount of \$180,000 for a new total of \$1,957,380 to provide meals to homebound seniors in the town of Mendocino, CA and the surrounding area due to the COVID-19 pandemic through the Great Plates Delivered program, effective May 12, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

June 10, 2020, Item 4(ah), First Amendment, BOS Agreement No. 20-074 (\$50,000);  
July 14, 2020, Item 4(n), Second Amendment, BOS Agreement No. 20-074-A1 (\$60,000);  
August 18, 2020, Item 4(y), Third Amendment, BOS Agreement No. 20-074-A2 (\$120,000);  
September 22, 2020, Item 4(r), Fourth Amendment, BOS Agreement No. 20-074-A3 (\$110,000);  
October 20, 2020, Item 4(l), Fifth Amendment, BOS Agreement No. 20-074-A4 (\$154,000);  
April 6, 2021, Item 4(m), Tenth Amendment, BOS Agreement No. 20-074-A5 (\$176,000).

**Summary of Request:**

On April 24, 2020, Mendocino County Health and Human Services Agency (HHSA) became aware of available state funding for the "Great Plates Delivered" program, a meal delivery service for California's older adults. Mendocino County HHSA immediately pursued this funding opportunity, and coordinated with state agencies, in addition to local restaurants, to launch the "Great Plates Delivered" program for the benefit of Mendocino County. The Great Plates Delivered program utilizes the Federal Emergency Management Agency (FEMA) Emergency Feeding Program Framework, which has a standard federal reimbursement of 75% of costs. Initially, California Office of Emergency Services (CalOES), in partnership with the California Department of Aging (CDA), contributed an additional 18.75% reimbursement, which resulted in an estimated county cost share of 6.25% of costs. In January 2021, by executive order from President Biden, the FEMA reimbursement



---

**Item #: 4r)**

---

amount was increased to 100% of eligible costs, effectively eliminating the county cost share; this order was retroactive to March 2020.

Great Plates Delivered has two purposes: 1) To help seniors (65+) and other adults (60-64) at high risk from COVID-19, (having documented exposure to COVID-19 or underlying health condition) to stay home and stay healthy by delivering three nutritious meals a day; and 2) To provide essential economic stimulus to local businesses struggling to stay afloat during the COVID-19 crisis.

HHSA originally coordinated with five restaurants to prepare and deliver up to three meals a day to local homebound seniors. After receiving positive response from the community, HHSA coordinated with five additional restaurants to provide meals within Mendocino County. Over the past year, Mendocino Cafe provided services to program participants in the town of Mendocino, CA and the surrounding area.

HHSA requests execution of a thirteenth amendment to the Great Plates Delivered contract with Mendocino Cafe. The Board of Supervisors approved amendments to the initial \$49,500 contract beginning on June 10, 2020, either through direct approval at the Board meeting or by delegating authority to the County's Purchasing Agent to execute amendments within specific dollar amounts and end dates. The proposed thirteenth amendment is anticipated to be the last as the state announced recently that the program will end on July 9, 2021. The amendment will cover costs for 85 participants at an anticipated weekly average invoice amount of \$39,270, when using the program's established meal reimbursement amount of \$66 per person, per day. While the contract was active, Mendocino Cafe served 159 participants and delivered 74,919 meals.

The County received notification of the end of the Great Plates Delivered Program in June 2021, and therefore requests retroactive approval of the proposed amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Supervisory District:** District 5

**vote requirement:** Majority

**Supplemental Information Available Online At:**

[<HTTPS://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/>](https://COVID19.CA.GOV/RESTAURANTS-DELIVER-HOME-MEALS-FOR-SENIORS/)

**Fiscal Details:**

**source of funding:** IG

**budgeted in current f/y:** No

**current f/y cost:** Estimated \$1,957,380 through July 9, 2021

**if no, please describe:** The State issued funding in response to the COVID-19 pandemic.

**annual recurring cost:** N/A

**revenue agreement:** No

**budget clarification:** FEMA will reimburse 100% of the County's eligible costs for the Great Plates Delivered Program.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

---

**FOR COB USE ONLY**

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Approved

---

**Item #: 4r)**

---

Date: July 22, 2021

Executed Item Type: Agreement Number: 20-074-A6

**Note to Department** Number of Original Agreements  
Returned to Dept: 0 Original Agreement Delivered to Auditor?  
No



**THIRTEENTH AMENDMENT TO STANDARD  
AGREEMENT NO. PH-19-078, PA NO. 20-125**

This thirteenth Amendment to Agreement No. PH-19-078, PA No. 20-125 is entered into this 20<sup>th</sup> day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Mendocino Café**, hereinafter referred to as "CONTRACTOR".

WHEREAS, original Agreement No. PH-19-078, PA No. 20-125 was entered into on May 12, 2020; and

WHEREAS, first Amendment, BOS Agreement No. 20-074, was entered into on June 10, 2020; and

WHEREAS, second Amendment, BOS Agreement No. 20-074-A1, was entered into on July 14, 2020; and

WHEREAS, third Amendment, BOS Agreement No. 20-074-A2, was entered into on August 18, 2020; and

WHEREAS, fourth Amendment, BOS Agreement No. 20-074-A3, was entered into on September 22, 2020; and

WHEREAS, fifth Amendment, BOS Agreement No. 20-074-A4, was entered into on October 20, 2020; and

WHEREAS, sixth Amendment, PH-19-078-A1, PA No. 20-125-A1, was entered into on November 24, 2020; and

WHEREAS, seventh Amendment, PH-19-078-A2, PA No. 20-125-A2, was entered into on January 19, 2021; and

WHEREAS, eighth Amendment, PH-19-078-A3, PA No. 20-125-A3, was entered into on February 10, 2021; and

WHEREAS, ninth Amendment, PH-19-078-A4, PA No. 20-125-A4, was entered into on February 23, 2021; and

WHEREAS, tenth Amendment, BOS Agreement No. 20-074-A5, was entered into on April 6, 2021; and

WHEREAS, eleventh Amendment, PH-19-078-A5, PA No. 20-125-A5, was entered into on May 3, 2021; and

WHEREAS, twelfth Amendment, PH-19-078-A6, PA No. 20-125-A6, was entered into on June 1, 2021; and



WHEREAS, upon execution of this document by the COUNTY and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in twelfth Amendment, PH-19-078-A6, PA No. 20-125-A6 from \$1,777,380 to \$1,957,380; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the term date set out in tenth Amendment, BOS Agreement No. 20-074-A5 from June 30, 2021 to July 9, 2021; and

WHEREAS, CONTRACTOR will continue providing meals to homebound seniors via the Great Plates Delivered program.

NOW, THEREFORE, we agree as follows:

1. The amount set out in twelfth Amendment, PH-19-078-A6, PA No. 20-125-A6 will be increased from \$1,777,380 to \$1,957,380.
2. The term date set out in tenth Amendment, BOS Agreement No. 20-074-A5 will be extended from June 30, 2021 to July 9, 2021.

All other terms and conditions of original Agreement No. PH-19-078, PA No. 20-125, first Amendment, BOS Agreement No. 20-074, second Amendment, BOS Agreement No. 20-074-A1, third Amendment, BOS Agreement No. 20-074-A2, fourth Amendment, BOS Agreement No. 20-074-A3, fifth Amendment, BOS Agreement No. 20-074-A4, sixth Amendment, Agreement No. PH-19-078-A1, PA No. 20-125-A1, seventh Amendment, Agreement No. PH-19-078-A2, PA No. 20-125-A2, eighth Amendment, Agreement No. PH-19-078-A3, PA No. 20-125-A3, ninth Amendment, Agreement No. PH-19-078-A4, PA No. 20-125-A4, tenth Amendment, BOS Agreement No. 20-074-A5, eleventh Amendment, Agreement No. PH-19-078-A5, PA No. 20-125-A5, and twelfth Amendment, Agreement No. PH-19-078-A6, PA No. 20-125-A6 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director

Date: 6/28/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG862189, IG019

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUL 22 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

JUL 22 2021

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 06/30/2021

CONTRACTOR/COMPANY NAME

By: Meredith Smith  
Meredith Smith

Date: 6/24/2021

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Café  
PO Box 1054  
Mendocino, CA 95460

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 06/30/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Deputy CEO

Date: 06/30/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ EB# 21-231  
Mendocino County Business License: Valid ☒  
Exempt Pursuant to MCC Section:



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 4s)**

---

**To: Board of Supervisors**

**From: Human Resources**

**Meeting Date:** July 20, 2021

**Department Contact:** William Schurtz

**Phone:** 234.6600

**Department Contact:** Juanie Cranmer

**Phone:** 234.6600

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Amending Position Allocation Table as Follows: Transfer from Budget Unit 7110 to Budget Unit 1160 - 1.0 FTE Program Administrator

**Recommended Action/Motion:**

Adopt Resolution amending Position Allocation Table as follows: Transfer from Budget Unit 7110 to Budget Unit 1160 - 1.0 FTE Program Administrator; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On June 22, 2021, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2021-2022 Budget, Resolution Number 21-090.

**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.

This request to transfer vacant 1.0 Full Time Equivalent (FTE) Program Administrator, Position No. 4258, is due to the transfer of the Mendocino County Parks System from the Cultural Services Agency to General Services.

The Executive Office budget team is working on the historical fiscal general fund contribution towards parks at the time of transferring parks administration to the Cultural Services Agency in 2019. If additional funding considerations are required, the Budget Team will report to the Board during First Quarter. The current year fiscal impacts and annual recurring costs shown below reflect wages (including cost of benefits) at Step 5.

**Alternative Action/Motion:**

Do not adopt recommendations and direct staff.

**Does this Item Support the General Plan?** N/A

---

**Item #: 4s)**

---

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** Budget Unit 1160

**current f/y cost:** \$137,121

**annual recurring cost:** \$148,547

**budget clarification:** N/A

**budgeted in current f/y:** No

**if no, please describe:**

**revenue agreement:** N/A

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

---

**CEO Liaison:** Cherie Johnson, Deputy CEO

**CEO Review:** Choose an item.

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Deputy Clerk I

Date: July 22, 2021

Final Status: Adopted

Executed Item Type: Resolution Number: 21-114





## RESOLUTION NO. 21-114

### 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. 21-090 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 positions within their existing fiscal year budgets.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts the below classification and authorizes the Position Allocation Table of Resolution 21-090 to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	BIWEEKLY RATE (Reflects Full-time)
Transfer from Budget Unit 7110 Museum to Budget Unit 1160 General Services:				
1.0 FTE PN 4258	Program Administrator	2942	SEIU	\$2,764.80 - \$3,360.80

*The effective date of this Resolution shall be July 25, 2021, to coincide with the beginning of Pay Period 16-21*

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

  
Deputy

APPROVED AS TO FORM:  
CHRISTIAN M. CURTIS  
County Counsel



  
DAN GJERDE, 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: CARMEL J. ANGELO  
Clerk of the Board

  
Deputy



## RESOLUTION NO. 21-114

### 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. 21-090 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 positions within their existing fiscal year budgets.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts the below classification and authorizes the Position Allocation Table of Resolution 21-090 to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	BIWEEKLY RATE (Reflects Full-time)
Transfer from Budget Unit 7110 Museum to Budget Unit 1160 General Services:				
1.0 FTE PN 4258	Program Administrator	2942	SEIU	\$2,764.80 - \$3,360.80

*The effective date of this Resolution shall be July 25, 2021, to coincide with the beginning of Pay Period 16-21*

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
DAN GJERDE, 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:  
CHRISTIAN M. CURTIS  
County Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 4t)

---

**To:** Board of Supervisors

**From:** Transportation

**Meeting Date:** July 20, 2021

**Department Contact:** Howard N. Dashiell

**Phone:** 463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Approving Amendment Number 2 to Board of Supervisors Agreement Number 20-015/Department of Transportation Agreement Number 190094 with O'Neil's Septic Service for Leachate Monitoring and Hauling Services for South Coast Landfill, for the Term Ending June 30, 2022 (Gualala Area)

**Recommended Action/Motion:**

Adopt Resolution approving Amendment Number 2 to Board of Supervisors Agreement Number 20-015/Department of Transportation Agreement Number 190094 with O'Neil's Septic Service for leachate monitoring and hauling services for South Coast Landfill, for the term ending June 30, 2022 (Gualala Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 20-017 (February 25, 2020), the Board approved Board of Supervisors (BOS) Agreement No. 20-015/Department of Transportation (DOT) Agreement No. 190094 with O'Neil's Septic Service for leachate monitoring and hauling services for South Coast Landfill.

**Summary of Request:**

Request for Proposals No. 190028, issued on August 28, 2019, for landfill leachate hauling and disposal at local wastewater treatment plants, provided for a contract term of one year with the option to extend for up to four additional one-year periods. One of two resulting agreements, BOS Agreement No. 20-015/DOT Agreement No. 190094, was awarded to O'Neil's Septic Service for leachate hauling and disposal for South Coast Landfill. The term of the existing agreement expires on June 30, 2021. Amendment No. 2 to BOS Agreement No. 20-015/DOT Agreement No. 190094 extends the agreement term by another year to June 30, 2022, and increases the total not-to-exceed amount by \$30,000 to a new not-to-exceed amount of \$63,000.

**Alternative Action/Motion:**

Do not approve Amendment No. 2 to BOS Agreement No. 20-015/DOT Agreement No. 190094 and discontinue leachate hauling by outside vendors.

**Supervisory District:** District 5

**vote requirement:** Majority

---

**Item #: 4t)**

---

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

**Fiscal Details:**

**source of funding:** Budget Unit 4511 (Landfill Closure)    **budgeted in current f/y:** Yes  
**current f/y cost:** \$30,000 (Fiscal Year 21/22)    **if no, please describe:**  
**annual recurring cost:** N/A    **revenue agreement:** N/A  
**budget clarification:** Funds are available in Landfill Closure Fund to cover the entire agreement amount.  
**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, Deputy Clerk I

**Date:** July 22, 2021

**Final Status:** Adopted

**Executed Item Type:** Resolution    **Number:** 21-115  
**Executed Item Type:** Agreement    **Number:** 20-015-A1

**Note to Department** Number of Original Agreements  
**Returned to Dept:** 1 Original Agreement Delivered to Auditor?  
Yes



**RESOLUTION NO. 21-115**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER 2 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 20-015/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 190094 WITH O'NEIL'S SEPTIC SERVICE FOR LEACHATE MONITORING AND HAULING SERVICES FOR SOUTH COAST LANDFILL, FOR THE TERM ENDING JUNE 30, 2022 (GUALALA AREA)**

WHEREAS, landfill leachate is currently collected from the leachate storage system and disposed of at the local wastewater treatment plants by outside vendors; and

WHEREAS, on February 25, 2020, the Board approved Board of Supervisors (BOS) Agreement Number (No.) 20-015/Department of Transportation (DOT) Agreement No. 190094 with O'Neil's Septic Service for Leachate Monitoring and Hauling Services for South Coast Landfill; and

WHEREAS, the current agreement expires on June 30, 2021; and

WHEREAS, Request for Proposals No. 190028, issued on August 28, 2019, for landfill leachate hauling and disposal at local wastewater treatment plants, provided for a contract term of one year with the option to extend for up to four additional one-year periods; and

WHEREAS, both O'Neil's Septic Service and the County are desirous of extending the agreement for another one-year term; and

WHEREAS, additional funds are needed to perform the leachate monitoring and hauling services for an additional year; and

WHEREAS, Amendment No. 2 to BOS Agreement No. 20-015/DOT Agreement No. 190094 extends the current agreement by one year and increases the not-to-exceed compensation payable under the Agreement by \$30,000.

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

1. Approves Amendment No. 2 to BOS Agreement No. 20-015/DOT Agreement No. 190094, with O'Neil's Septic Service for leachate monitoring and hauling services for South Coast Landfill; and

//

//

//

//

//

//

//

//



2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
CHRISTIAN M. CURTIS  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
DAN GJERDE, 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: CARMEL J. ANGELO  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

**AMENDMENT NUMBER 2 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 20-015/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 190094 WITH O'NEIL'S SEPTIC SERVICE FOR LEACHATE MONITORING AND HAULING SERVICES FOR SOUTH COAST LANDFILL**

This Amendment Number (No.) 2 is entered into this 20<sup>th</sup> day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and O'Neil's Septic Service hereinafter referred to as "CONTRACTOR".

WHEREAS, Board of Supervisors (BOS) Agreement No. 20-015/Department of Transportation (DOT) Agreement No. 190094 was entered into on February 26, 2020, for leachate monitoring and hauling services for South Coast Landfill; and

WHEREAS, Amendment No. 1 to BOS Agreement No. 20-015/DOT Agreement No. 190094 was entered into on October 7, 2020; and

WHEREAS, upon execution of this document by the County of Mendocino and the Contractor, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, both the Contractor and County are desirous of extending the agreement for another one-year term; and

WHEREAS, additional funds are needed to perform the leachate monitoring and hauling services for an additional year.

NOW, THEREFORE, we agree as follows:

1. The term of the agreement is extended by one year from June 30, 2021 to June 30, 2022; and
2. The total not-to-exceed compensation payable to the contractor is increased by \$30,000 to a not-to-exceed amount of \$63,000.

All other terms and conditions of BOS Agreement No. 20-015/DOT Agreement No. 190094 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:** Transportation

Howard N. Dashiell 6/25/21  
HOWARD N. DASHIELL, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 4511

Line Item: 862189

Grant: ☐ Yes ☒ No

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

**COUNTY OF MENDOCINO**

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS JUL 22 2021

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy JUL 22 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy JUL 22 2021

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: Darcie Antle  
Deputy CEO

**CONSULTANT/COMPANY NAME:**

By: Ben O'Neil

NAME AND ADDRESS OF CONSULTANT:

O'Neil's Septic Service

PO Box 724

Gualala, CA 95445

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

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

**RESOLUTION NO. 21-115**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER 2 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 20-015/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 190094 WITH O'NEIL'S SEPTIC SERVICE FOR LEACHATE MONITORING AND HAULING SERVICES FOR SOUTH COAST LANDFILL, FOR THE TERM ENDING JUNE 30, 2022 (GUALALA AREA)**

WHEREAS, landfill leachate is currently collected from the leachate storage system and disposed of at the local wastewater treatment plants by outside vendors; and

WHEREAS, on February 25, 2020, the Board approved Board of Supervisors (BOS) Agreement Number (No.) 20-015/Department of Transportation (DOT) Agreement No. 190094 with O'Neil's Septic Service for Leachate Monitoring and Hauling Services for South Coast Landfill; and

WHEREAS, the current agreement expires on June 30, 2021; and

WHEREAS, Request for Proposals No. 190028, issued on August 28, 2019, for landfill leachate hauling and disposal at local wastewater treatment plants, provided for a contract term of one year with the option to extend for up to four additional one-year periods; and

WHEREAS, both O'Neil's Septic Service and the County are desirous of extending the agreement for another one-year term; and

WHEREAS, additional funds are needed to perform the leachate monitoring and hauling services for an additional year; and

WHEREAS, Amendment No. 2 to BOS Agreement No. 20-015/DOT Agreement No. 190094 extends the current agreement by one year and increases the not-to-exceed compensation payable under the Agreement by \$30,000.

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

1. Approves Amendment No. 2 to BOS Agreement No. 20-015/DOT Agreement No. 190094, with O'Neil's Septic Service for leachate monitoring and hauling services for South Coast Landfill; and

//

//

//

//

//

//

//

//



2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 20<sup>th</sup> day of July, 2021, by the following vote:

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

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

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
DAN GJERDE, 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:*  
CHRISTIAN M. CURTIS  
County Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
Deputy