

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



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MENDOCINO COUNTY
BOARD OF SUPERVISORS
BOARD OF SUPERVISORS AGENDA
REGULAR MEETING
September 14, 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, 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. 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: [09-12-21 Macoffin Correspondence](#)
 [09-13-21 Mendocino Cannabis Alliance 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 an Update Associated with the Novel Coronavirus (COVID-19); and Provide Possible Direction Regarding Essential Services in Mendocino County, Operational Preparation and Response, and Associated Countywide Economic Impacts
(Sponsor: Public Health)**

Recommended Action:

Receive update regarding COVID-19 in the County, discuss and/or provide direction regarding essential services in Mendocino County, operational preparation and response, and associated countywide economic impacts.

Attachments: [COVID BOS 9 14 21](#)
[09-09-21 Shattuck Correspondence](#)
[09-10-21 Jeavons Correspondence](#)
[09-10-21 Long Correspondence](#)
[09-09-21 Alcanter Correspondence](#)
[09-12-21 Aum Correspondence](#)
[09-14-21 Health Officer Written Report](#)

**5b) Noticed Public Hearing - Discussion and Possible Action Including Adoption of a Resolution Approving the Capital Fire Facilities and Equipment Plan and Adopting and Implementing Fire Protection Mitigation Fees for the Anderson Valley Community Services District Pursuant to Mendocino County Code Chapter 5.36
(Sponsor: County Counsel)**

Recommended Action:

Adopt Resolution approving the Capital Fire Facilities and Equipment Plan and adopting and implementing Fire Protection Mitigation Fees for the Anderson Valley Community Services District Pursuant to Mendocino County Code Chapter 5.36, and authorize Chair to sign same.

Attachments: [Resolution 21-127](#)
[AVCSD Fire Mitigation Fees - BOS Resolution](#)
[AVCSD Fire Mitigation Fees - BOS Reso Exhibit A AVCSD Reso 2](#)
[Proof of Pub - Fire Protection Mitigation Fee - Anderson Valley \(A\](#)

- 5c) Noticed Public Hearing - Discussion and Possible Action Including Adoption of a Resolution Approving the Capital Fire Facilities and Equipment Plan and Adopting and Implementing Fire Protection Mitigation Fees for the Little Lake Fire Protection District Pursuant to Mendocino County Code Chapter 5.36 (Sponsor: County Counsel)**

Recommended Action:

Adopt Resolution approving the Capital Fire Facilities and Equipment Plan and adopting and implementing Fire Protection Mitigation Fees for the Little Lake Fire Protection District Pursuant to Mendocino County Code Chapter 5.36, and authorize Chair to sign same.

Attachments: [Resolution 21-128](#)
 [LLFPD Fire Mitigation Fees - BOS Resolution](#)
 [LLFPD Fire Mitigation Fees - BOS Reso Exhibit A LLFPD Reso 20](#)
 [Proof of Pub -Capital Fire Facilities-Little Lake Fire \(Willits News\)](#)

- 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 (continued from July 20, 2021) (Sponsor: Planning and Building Services)**

Recommended Action:

Adopt decision making required findings, modifying and affirming the Coastal Permit Administrator's approval of Boundary Line Adjustment (B_2017-0043) and denying the appeal.

Attachments: [1. Counsel Memorandum - B 2017-0043 - 9.14.21.pdf](#)
 [2. BOS Decision re Appeal of B 2017-0043.pdf](#)
 [3. BOS Decision re Appeal of B 2017-0043 Exhibit A.pdf](#)
 [09-11-21 Sarvis Correspondence](#)
 [09-13-21 Morrow Correspondence](#)

- 5e) Discussion and Possible Action Including Acceptance of Presentation on the Redistricting Process from County Staff; and Conduction of a Public Workshop with the Mendocino County Community-Based Advisory Redistricting Commission to receive input on Communities of Interest and Potential District Boundaries**

(Sponsors: Executive Office and County Counsel)

Recommended Action:

Accept presentation and conduct public workshop with the Mendocino County community-based Advisory Redistricting Commission.

Attachments: [Redistricting Timeline 9.14.21](#)
 [ARC Presentation 9.14.21](#)

- 5f) Discussion and Possible Action Including Acceptance of a Presentation from Code Enforcement Division Regarding Current Data, Statistical Information and Overall Division Metrics**

(Sponsor: Planning and Building Services)

Recommended Action:

Accept presentation from Code Enforcement, regarding current data, statistical information, and overall Division metrics.

Attachments: [BOS Memo - Code Enforcement](#)
 [Code Enforcement Data JB 9.7.21](#)
 [9.14 BOS CE Presentation Draft](#)

- 5g) Discussion and Possible Action Including Certification of the Mendocino County Referendum Petition Protesting the Ordinance Adopting Chapter 22.19 - Commercial Cannabis Activity Land Use Development Ordinance and Amending Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation Sites
(Sponsor: Assessor/Clerk-Recorder)**

Recommended Action:

Pursuant to Elections Code section 9145, either (1) repeal the ordinance adopting Chapter 22.19 - commercial cannabis activity land use development ordinance and amending Chapter 10a.17 - Mendocino cannabis cultivation ordinance and Chapter 20.242 - cannabis cultivation sites or (2) submit the ordinance to the voters at the next regular election.

Attachments: Clerk's Certificate to Referendum Petition.pdf
09-05-21 Borst Correspondence
09-05-21 Bovnton Correspondence
09-05-21 Callaghan Correspondence
09-05-21 Davenport Correspondence
09-05-21 Faber Correspondence
09-05-21 Gester Correspondence
09-05-21 Gordon Correspondence
09-05-21 Kushner Correspondence
09-05-21 Mullen Correspondence
09-05-21 Naves Correspondence
09-05-21 Nordeman Correspondence
09-05-21 Paterson Correspondence
09-05-21 Short Correspondence
09-05-21 Simpson Correspondence
09-05-21 Taylor Correspondence
09-05-21 Walter Correspondence
09-05-21 White Correspondence
09-06-21 Breckenridge Correspondence
09-06-21 Clifton Correspondence
09-06-21 Doering Correspondence
09-06-21 Matthias Correspondence
09-06-21 Shelly Correspondence
09-07-21 Andich Correspondence
09-07-21 Brodigan Correspondence
09-07-21 Dewey-White Correspondence
09-07-21 Smith Correspondence
09-08-21 Lumpkin and Talkovsy Correspondence
09-08-21 Shiplev Correspondence
09-09-21 Black Correspondence
09-09-21 Card Correspondence
09-09-21 Goldner Correspondence
09-09-21 Gulvash Correspondence
09-09-21 Mawlaoui and Kolb Correspondence
09-09-21 Pletcher Correspondence
09-04-21 Mailliard Correspondence
09-05-21 Bailey Correspondence
09-05-21 Belt Correspondence

09-04-21 Sizemore Correspondence
09-10-21 Wood Correspondence
09-03-21 Madison Correspondence
09-03-21 Rawlins Correspondence
09-03-21 Rifkin Correspondence
09-03-21 Wood Correspondence
09-04-21 Apfel Correspondence
09-04-21 Foaa Correspondence
09-04-21 Hyde Correspondence
09-04-21 Lieberknecht Correspondence
09-04-21 Seltzer Correspondence
09-10-21 Faulkner Correspondence
09-10-21 Hibshman Correspondence
09-10-21 Flashman Correspondence
09-13-21 Magoffin Correspondence
09-10-21 Marianchild Correspondence
09-11-21 Lefebvre Correspondence
09-12-21 Fuqman Correspondence
09-12-21 Grusky Correspondence
09-12-21 Komer Correspondence
09-12-21 Riley Correspondence
09-12-21 Strong Correspondence
09-12-21 Thune Correspondence
09-13-21 Lebert Correspondence
09-13-21 Jenkins Correspondence
09-13-21 Stark Correspondence
09-14-2021 Mendocino Cannabis Alliance Correspondence
09-13-21 Amato Correspondence
09-13-21 Developing Virtue Secondary Girls School Correspondence
09-09-21 Harness Correspondence
09-09-21 Phillips Correspondence
09-09-21 Thies Correspondence
09-13-21 Pellar Correspondence
09-13-21 Poplawski Correspondence
09-13-21 Rodriques Correspondence
09-13-21 Steering Committee of TPR Correspondence
09-13-21 Wallace Nelson Correspondence
09-13-21 Waters Correspondence

09-13-21 Bush Correspondence
09-13-21 Clark Correspondence
09-13-21 Covelo Cannabis Advocacy Group Correspondence
09-13-21 Fitzgerald Azarnoff Correspondence
09-14-21 Perrin Correspondence
09-14-21 Thilman Correspondence
09-14-21 Birger Correspondence

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

Recommended Action:

Accept the Chief Executive Officer's report.

Attachments: CEO Report 9-14-21 Edition

**5i) 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.

Attachments: 09-13-21 Covelo Cannabis Advocacy Group Correspondence
09-14-21 Birger Correspondence

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 54956.8 - Conference with Real Property Negotiator - Property: APN 002-080-39; Physical Address - 195 Low Gap Road, Ukiah CA 95482. Agency Negotiators: Carmel J. Angelo, Janelle Rau, and Darcie Antle. Under negotiation: Property Acquisition, Price and Terms
- 9c) Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator- Property: APN 003-130-46 and Physical Address: 1101 S. Dora Street, Ukiah, CA. Agency Negotiators: Carmel J. Angelo, Janelle Rau, Darcie Antle, Izen Locatelli, and Bekkie Emery. Under Negotiation: Property Acquisition, Price and Terms
- 9d) Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Mendocino County Sheriff Matthew Kendall v. Mendocino County Board of Supervisors - Case No. 21-cv00561
- 9e) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Behavioral Health Director

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:

MINUTES**4a) Approval of Minutes of August 31, 2021 Regular Meeting**

Recommended Action:

Approve minutes of the August 31, 2021 regular meeting.

Attachments: [08-31-21 Minutes](#)

BOARD OF SUPERVISORS

- 4b) Approval of Agreement Amendment with Paula E. Groves, Doing Business as 4Front Partners, to Continue Assisting the County with the Implementation of the Local Equity Entrepreneur Program (LEEP) in the Amount of \$211,565, with a New Term End Date of February 28, 2022 (Sponsors: Supervisor Williams and Cannabis Program)**

Recommended Action:

Approve Agreement Amendment with Paula E. Groves, doing business as 4Front Partners, to continue assisting the County with the implementation of the Local Equity Entrepreneur Program (LEEP) in the amount of \$211,565, with a new term end date of February 28, 2022; and authorize Chair to sign same.

Attachments: [Agreement 21-164](#)
 [WO-B20-157 Administrative Services](#)

- 4c) Adoption of Proclamation Recognizing September 15 through October 15, 2021 as Latino Heritage Month in Mendocino County (Sponsor: Supervisor Mulheren)**

Recommended Action:

Adopt proclamation recognizing September 15 through October 15, 2021 as Latino Heritage Month in Mendocino County; and authorize Chair to sign same

Attachments: [Proclamation Hispanic Heritage Month 2021](#)

- 4d) Adoption of Proclamation Recognizing September 20-26, 2021 as Pollution Prevention Awareness Week, and September 18-25, 2021 as Creek Week in Mendocino County (Sponsor: Supervisor Mulheren)**

Recommended Action:

Adopt Proclamation Recognizing September 20-26, 2021 as Pollution Prevention Awareness Week, and September 18-25, 2021 as Creek Week in Mendocino County; and authorize Chair to sign same.

Attachments: [Proclamation Pollution and Creek Week 2021](#)
 [2021 Russian River Cleanup Flver ver5](#)

- 4e) Adoption of Resolution in Opposition to an Application by “Coal Train” to use Rail Lines Through Mendocino County and Support the Surface Transportation Board to Grant the Request of the North Coast Railroad Authority to Railbank their Rail Line from Willits to Humboldt Bay (Sponsors: Supervisor Haschak and Supervisor Mulheren)**

Recommended Action:

Adopt resolution in opposition to an application by "Coal Train" to use rail lines through Mendocino County and encourage the Surface Transportation Board to grant the request of the North Coast Railroad Authority to railbank their rail line from Willits to Humboldt Bay; and authorize Chair to sign same.

Attachments: [Resolution 21-129](#)
 [Resolution](#)

EXECUTIVE OFFICE

- 4f) 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 21-130](#)
 [Resolution](#)

- 4g) 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 21-131](#)
 [Resolution](#)

4h) 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 CountyRecommended 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 21-132](#)
 [Resolution](#)

AUDITOR-CONTROLLER**4i) Adoption of Resolution Approving Mendocino County's 2021-22 Tax Rates**Recommended Action:

Adopt Resolution approving Mendocino County's 2021-22 tax rates; and authorize Chair to sign same.

Attachments: [Resolution 21-133](#)
 [Resolution 21-22 Tax Rates](#)
 [21-22 Tax Rates](#)

COUNTY COUNSEL**4j) Approval of Retroactive Amendment to BOS Agreement No. 21-086 with Colantuono, Highsmith & Whatley, PC, Increasing the Total Compensation by \$250,000 For a New Total of \$300,000 for Legal Services**Recommended Action:

Approve retroactive amendment to BOS Agreement No. 21-086 with Colantuono, Highsmith & Whatley, PC, increasing the total compensation by \$250,000 for a new total of \$300,000 for legal services; and authorize Chair to sign same.

Attachments: [Agreement 21-086-A1](#)
 [Amendment-Colantuono, Highsmith & Whatley, PC-\\$300,000 - BC](#)
 [Colantuono, Highsmith & Whatley, PC 21-086-\\$50,000](#)

4k) Approval of Agreement with Abbott & Kindermann, Inc. in the Amount of \$10,000 to Provide Legal Services Effective September 14, 2021 Through June 30, 2022Recommended Action:

Approve Agreement with Abbott & Kindermann, Inc. in the amount of \$10,000 to provide legal services effective September 14, 2021 through June 30, 2022; and authorize Chair to sign same.

Attachments: [Agreement 21-165](#)

CULTURAL SERVICES AGENCY

4l) Adoption of Proclamation Recognizing September as Library Card Sign-up Month in Mendocino County

Recommended Action:

Adopt proclamation recognizing September as Library Card Sign-up Month in Mendocino County; and authorize Chair to sign same.

Attachments: [PROCLAMATION Library Card Sign-up Month 2021](#)

4m) Authorization of Submission of Funding Application for the Collections Assessment for Preservation (CAP) program from the Foundation for Advancement in Conservation (FAIC) in the Amount of \$7,600 to Provide Assessments of the Collections and Museum Building to Assist the Institution in Protecting and Preserving the County's Cultural Resources

Recommended Action:

Authorize the submission of funding application for the Collections Assessment for Preservation (CAP) program from the Foundation for Advancement in Conservation (FAIC) in the amount of \$7,600 to provide assessments of the collections and Museum building to assist the institution in protecting and preserving the County's cultural resources.

Attachments: [CAP Application](#)

GENERAL SERVICES AGENCY

- 4n) Adoption of Resolution Approving, Authorizing and Directing the Execution and Delivery of Documents as Part of the Development of the Measure B Crisis Residential Treatment Facility located at 621 and 641 South Orchard Avenue in Ukiah including (1) a Quitclaim Deed for a Lot Line Adjustment Between the Two County Parcels, and (2) a Utility Easement in Favor of the City of Ukiah, and Authorizing and Approving Other Actions and Matters Related Thereto**

Recommended Action:

Adopt Resolution approving, authorizing and directing the execution and delivery of documents as part of the development of the Measure B Crisis Residential Treatment Facility located at 621 and 641 South Orchard Avenue in Ukiah including (1) a quitclaim deed for a lot line adjustment as between the two County parcels, and (2) a Utility Easement in favor of the City of Ukiah, and authorizing and approving other actions and matters related thereto; and authorize Chair to sign same.

Attachments: [Resolution 21-134](#)
 [641 Orchard Quitclaim Deed Document](#)
 [7746.28 LLA-SITE PLAN-11X17-20210713](#)
 [Reso Property Transactions CRT LLA and Easement](#)
 [641 Orchard Easement Abandonment Document](#)
 [641 Orchard New Utility Easement Document](#)

HUMAN RESOURCES

- 4o) Adoption of Resolution Amending Position Allocation Table as Follows: Probation Department, Budget Unit 2560; Add 3.0 FTE Deputy Probation Officer II**

Recommended Action:

Adopt Resolution amending Position Allocation Table as follows: Probation Department, Budget Unit 2560; Add 3.0 FTE Deputy Probation Officer II; and authorize Chair to sign same.

Attachments: [Resolution 21-135](#)
 [09.14.21 #21-0996 HR Probation BU 2560 Amend PAT RESO.do](#)

- 4p) Adoption of Resolution Adopting the New or Revised Classifications and Establishing the Salary of Code Enforcement Officer I, Code Enforcement Officer II, Supervising Code Enforcement Officer, Code Enforcement Officer Manager, and Amending Position Allocation Table as Follows: Planning and Building Services, Budget Unit 2851; Add 8.0 FTE Code Enforcement Officer II, Add 2.0 Supervising Code Enforcement Officer, Add 1.0 Code Enforcement Manager; Delete 4.0 Code Enforcement Officer I, Delete 1.0 Administrative Assistant; Authorize the Reclassification and Related Pay Adjustment of Three (3) Incumbents and Y-rating of Two (2) Incumbents**

Recommended Action:

Adopt Resolution adopting the new or revised classifications and establishing the salary of Code Enforcement Officer I, Code Enforcement Officer II, Supervising Code Enforcement Officer, Code Enforcement Officer Manager, and amending Position Allocation Table as follows: Planning and Building Services, Budget Unit 2851; add 8.0 FTE Code Enforcement Officer II; 2.0 Supervising Code Enforcement Officer; 1.0 Code Enforcement Manager; delete 4.0 Code Enforcement Officer I; 1.0 Administrative Assistant; authorize the reclassification and related pay adjustment of three (3) incumbents and Y-rating of two (2) incumbents; and authorize Chair to sign same.

Attachments: [Resolution 21-136](#)

[09.14.21 #21-1002 HR Planning Amend PAT Budget Unit 2851 Re](#)

INFORMATION SERVICES

- 4q) Approval of Retroactive First Amendment to PA Agreement No. 21-132 with ClientFirst Consulting Group, LLC, DBA, ClientFirst Technology Consulting in the Amount of \$111,500 for a New Total of \$161,460 to Provide Services Related to Post GoLive Activities for the County-Wide Property Tax Software System, Through a New End Date of June 30, 2022 (Original End Date June 30, 2021)**

Recommended Action:

Approve retroactive first amendment to PA agreement no. 21-132 with ClientFirst Consulting Group, LLC, DBA, ClientFirst Technology Consulting in the amount of \$111,500 for a new total of \$161,460 to provide services related to post go-live activities for the County-Wide property tax software system, through a new end date of June 30, 2022 (Original End Date June 30, 2021); and authorize the Chair to sign same.

Attachments: [Agreement 21-166](#)

[09-14-21 BOS Agenda - Staff Memo ClientFirst 1st amendment to](#)

[ClientFirst - First Amendment to PA 21-132](#)

[PA 21-132 CF Aumentum Go Live All signed](#)

PLANNING AND BUILDING SERVICES

- 4r) Approval of Agreement with Interwest Consulting Group in the Amount of \$196,500.00 for the Preparation and Update of Title 20, Division I (Inland Zoning Ordinance) and Title 17 (Division of Land Regulations) of the Mendocino County Code, for the Period Beginning September 14, 2021 Through June 30, 2023**

Recommended Action:

Approval of Agreement with Interwest Consulting Group in the Amount of \$196,500.00 for the Preparation and Update of Title 20, Division I (Inland Zoning Ordinance) and Title 17 (Division of Land Regulations) of the Mendocino County Code, for the Period Beginning September 14, 2021 Through June 30, 2023.

Attachments: [Aareement 21-167](#)

PUBLIC HEALTH

- 4s) Approval of Second Amendment to Revenue Grant Agreement No. 17-10704 with California Department of Public Health, Office of Oral Health, in the Amount of \$30,000 for a New Agreement Total of \$865,130, for the Children's Dental Disease Prevention Program (Equipment Support and Referral Management/Care Coordination Tools) to be Utilized Between September 1, 2021 through June 30, 2022; and Authorization for the Public Health Transition Director to sign any additional Amendments that do not Exceed the Maximum Amount**

Recommended Action:

Approve second Amendment to revenue grant Agreement No. 17-10704 with California Department of Public Health, Office of Oral Health, in the amount of \$30,000 for a new Agreement total of \$865,130, for the Children's Dental Disease Prevention Program (Equipment Support and Referral Management/Care Coordination Tools) to be utilized between September 1, 2021 through June 30, 2022; authorize the Public Health Transition Director to sign any additional amendments that do not exceed the maximum amount; and authorize Chair to sign same.

Attachments: [Interim Agreement *21-168](#)
 [CA Dept of Public Health, \\$835,130. Original Agreement](#)
 [CA Dept. of Public Health, Amendment 1. Oral Health Grant](#)

- 4t) Approval of Retroactive Agreement with Armourous in the Amount of \$25,000 to Provide Security Personnel Services on a Stand-By Basis for Inmates Receiving Medical Care Outside of the Mendocino County Jail Effective May 11, 2021 through June 30, 2021**

Recommended Action:

Approve Retroactive Agreement with Armourous in the amount of \$25,000 to provide security services on a stand-by basis for inmates receiving medical care outside of the Mendocino County Jail effective May 11, 2021 through June 30, 2021; and authorize Chair to sign same.

Attachments: [Aareement 21-147](#)

SHERIFF-CORONER

- 4u) Ratification of Submission of Grant Application for the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the Amount of \$16,156 for the Replacement of Aged Computer Equipment to be Utilized between October 1, 2020 through September 30, 2022; and Authorization for the Sheriff to Accept Funds and Sign the Resulting Revenue Agreement if Awarded by the U.S. Department of Justice (DOJ)**

Recommended Action:

Ratify submission of grant application for the FY 2021 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of \$16,156 for the replacement of aged computer equipment to be utilized between October 1, 2020 through September 30, 2022; authorize the Sheriff to accept funds and sign the resulting Revenue Agreement if awarded by the U.S. Department of Justice (DOJ); and authorize the Sheriff or designee to sign any amendments to the agreement that do not increase the maximum amount.

Attachments: [01 Letter to CEO to apply for FY 21 Ed Byrnes BJA.pdf](#)
 [BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant.pc](#)
 [05 Program Narrative.docx](#)
 [07 Budget Narrative.docx](#)

- 4v) Ratification of Submission of Grant Application for the FY 2021 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies in the Amount of \$150,000 for the Resident Deputy Pay Incentive Plans to be Utilized between October 1, 2021 through September 30, 2024; and Authorization for the Sheriff to Accept Funds and Sign the Resulting Revenue Agreement if Awarded by the U.S. Department of Justice (DOJ)**

Recommended Action:

Ratify submission of grant application for the FY 2021 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies in the amount of \$150,000 for the Resident Deputy Pay Incentive Plans to be utilized between October 1, 2021 through September 30, 2024; authorize the Sheriff to accept funds and sign the resulting Revenue Agreement if awarded by the U.S. Department of Justice (DOJ); and authorize the Sheriff or designee to sign any amendments to the agreement that do not increase the maximum amount.

Attachments: [RVCRI Grant Proposal.pdf](#)
 [BJA FY 21 Rural Violent Crime Reduction Initiative for Law Enforcement](#)
 [01 Letter to CEO FY 21 Rural Violent Reduction Initiative .pdf](#)

- 4w) Approval of First Amendment to Board of Supervisors Agreement No. 19-013 with Keefe Commissary Network, LLC in the Amount of \$350,000 for a New Agreement Total of \$1,400,000 to Provide Inmate Commissary Services Effective January 1, 2022 through December 31, 2022**

Recommended Action:

Approve First Amendment to Board of Supervisors Agreement No. 19-013 with Keefe Commissary Network, LLC in the amount of \$350,000 for a new agreement total of \$1,400,000 to provide inmate commissary services effective January 1, 2022 through December 31, 2022; authorize the Sheriff to sign any future amendments that do not affect the maximum Agreement total; and authorize Chair to sign same.

Attachments: Agreement
 a Keefe Comm Network LLC 2019-21 Final.pdf
 a 1 2-20-18 Commissary Services RFP CEO Final.pdf

- 4x) Ratification of Submission of Grant Application for the 2021-22 Domestic Cannabis Eradication Suppression Program (DCESP) Funding from the United States Department of Justice (DOJ) Drug Enforcement Agency (DEA) for the Period of October 1, 2021 through September 30, 2022**

Recommended Action:

Ratify submission of grant application for the 2021-22 Domestic Cannabis Eradication Suppression Program funding from the U.S. DOJ DEA for the period of October 1, 2021 through September 30, 2022.

Attachments: [02 DCESP 2022 Letter to CEO.pdf](#)
 [2022 Mendocino County Annual Strategic Plan](#)

TRANSPORTATION

- 4y) Adoption of Resolution Approving Amendment Number One to Purchasing Agent Agreement Number 21-211, with Regional Government Services Authority, for Drought Emergency Project Management Services Increasing the Amount of the Agreement by \$25,000 for a Total Agreement Amount of \$75,000 (Countywide)**

Recommended Action:

Adopt resolution approving Amendment Number One to Purchasing Agent Agreement Number 21-211, with Regional Government Services Authority, for drought emergency project management services increasing the amount of the Agreement by \$25,000 for a total Agreement amount of \$75,000 (Countywide); and authorize Chair to sign same.

Attachments: [Resolution 21-137](#)
 [Agreement 21-211-A1](#)
 [Resolution](#)

- 4z) Authorization to Staff to Enter into Contract Negotiations with C&S Waste Solutions of California, Inc., for Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection for County Solid Waste Franchise Area Number Two (Ukiah and Fort Bragg Areas)**

Recommended Action:

Authorize staff to enter into contract negotiations with C&S Waste Solutions of California, Inc., for residential and commercial garbage, recyclable material and organic waste collection for County Solid Waste Franchise Area Number Two (Ukiah and Fort Bragg Areas)

Attachments: [Recommend Vendor ltr.docx](#)

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.

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



Mendocino County Board of Supervisors **Agenda Summary**

Item #: 3a)

9/12/2021

To: Mendocino County Board of Supervisors

Re: Hip Camps

Dear Board of Supervisors,

I am concerned about the increase of Hip Camps in our County. Hip Camps are like an Air BNB for tourists who want to camp. Private citizens set up campsites on their property that are then advertised and accessed through the Hip Camp site. These camps can be located in residential areas and in areas that may be heavily wooded.

My concern is 2 fold:

Campers are allowed to build fires in these camps. While the Hip Camp site asks their Hosts to be aware of fire ordinances, sites advertise that campfires may be built in the camp. My understanding is that there is a campfire ban in the county. But I was able to go to the Calfire web page and fill out a form, watch a 2-minute video, complete an 8-question quiz and print out a campfire permit for my home in Albion. Additionally, my understanding is there is an exception for fires for the purpose of "heating and warming". I can find no clear guidance in County documents regarding guidance for this practice. Talking with residents who have seen the campfires built by these tourists indicate that tourists are not fire savvy. Safety is only as good as the Host. A Host allowing fires on their property, to me, indicates a lack of good judgment and concern for the safety of their neighbors.

Secondly, how will these camps be monitored for safety and proper set up? In one camp trees were removed and streambeds were bulldozed through. Neighbors reached out to enforcement but it took 2 months of multiple problems with the camp host before action was taken. Code Enforcement is already overwhelmed. We have seen the failure of a complaint driven system with the proliferation of illegal cannabis grows. How can we keep the same thing from occurring with an over abundance of Hip Camps?

Possible suggestions could include

- 1, An emergency ordinance banning all campfires in the County until the rainy season begins. Or at least clearer guidance as to what the campfire ban currently is.
2. Enforcement of the Bed tax: County could monitor the Hip campsite and be sure all camps were properly signed up with the County to pay their Bed tax. Not only is this a source of revenue but also lets Hosts know that they cannot fly under the radar
3. Educating the Hosts that they are liable for any fires that begin on their property. I do not know if this is common knowledge for Hosts. Perhaps they would willingly

consider prohibiting campfires (which they can do) if they understood the risk they were taking themselves if they allowed fires

4. Partnering with Hip Camp to help with monitoring these sites. They want their sites to be safe and offer a good image for their business. It is a win win if participating camps are well run with attentive Hosts.

The County needs to think about the overall impact of a proliferation of these camps and the impact to water and land resources. We do not want another issue of too many camp sites that cannot possibly be monitored such as the illegal cannabis grows. Let's learn from our previous experience.

Thank you for your attention to this matter

Marilyn Magoffin
Covelo/Albion



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

September 13, 2021

RE: Streamlining the Permit Resubmission Application Process

Honorable Supervisors,

The status of our legal cannabis operators in Mendocino County is in question, as we face the uncertainty of the County ordinance. The difficulties that cultivators have faced since the legal program first opened up to applications have turned into unnecessary obstacles.

In the interest of assisting the County Cannabis Program Manager's processing of permit applications, MCA offers the following suggestions for improving this process. These suggestions are simple, common sense ways to "fix" problematic barriers and hoops, both large and small, in order to expedite obtaining Annual Permits in a more timely fashion.

Overall Recommendation #1: MCA strongly urges the County to provide an Appendix G #15168 checklist that can be accessed through the County website. Currently major setbacks for applicants are caused by very minor corrections.

1. Provide standard language for applicants to include in the application. Current language provided on the County website is far from clear or sufficient. There are discrepancies in the current language provided on the County website as acceptable vs. previously approved Appendix G templates now deemed by the County to be insufficient to use.
2. Appendix G information entry fields for licenses: One of the original test cases that was approved for use asked only for the dates of permit approval and expiration. Now, the County wants actual permit numbers included as well. Recommend that you revert to the original test case approved example of required permit dates.
3. When one applicant explains language on the application form as "It is indicated in the 'Cultivation and Operations Plan' the County response that stalled the application was "Cultivation and Operations Plan for which agency?"
4. When an applicant filled in "Water: On-Site Domestic Water Well. The site features an on-site domestic water well and on-site septic system." The response from County staff that delayed application processing was: "The use of 'domestic' here gives the impression that there may be a separate commercial water source."

5. Direct County staff to exercise common sense judgement in their assessment of cultivation sites. One recent applicant was delayed because they had planted 20+ cedar trees along a road and outside of the fenced garden. The reason for planting the trees was to block the view of a large illegal grow that occurred next to them. The County had seen the trees on the satellite picture and deemed them to be “additional canopy space.” The County refused to move forward in processing the application until they perform a site visit. However, the County won’t schedule a site visit and the Country refuses to accept photos as proof from the applicant.

6. Direct County staff to update old inaccurate information about an applicant’s circumstances. One MCA member notes that their primary power source in County records is listed as a generator when all permit renewals since 2018 include their PG&E installation and use. This applicant requested a face-to-face application review to see what information staff is using for Appendix G review, but has yet to secure that review. It seems likely that the County is using old and inaccurate information on which to base their review.

Each time an application is rejected for format, grammar, punctuation, or wording issues, that application is delayed. Once corrections have been submitted the application is placed at the bottom of the stack and now must wait in line alongside new portal submissions and other applications in the queue. Often these bureaucratic “glitches” seem to reflect a lack of understanding or familiarity with the regulations; perhaps since there are too few staff handling the applications, there simply isn’t enough time for staff to familiarize themselves with the complicated language.

Overall Recommendation #2: MCA urges the Board of Supervisors and the MCP to convene a special working group with stakeholders to help clarify application requirements and streamline the review process.

Thank you for your help in “fixing” this arduous process.

Sincerely,

Mendocino Cannabis Alliance
e: info@mendocannabis.com



Mendocino County Board of Supervisors Agenda Summary

Item #: 5a)

To: Board of Supervisors

From: Public Health

Meeting Date: September 14, 2021

Department Contact: Andrew Coren, MD, PhD, 463-4441
County Health Officer

Item Type: Regular Agenda

Time Allocated for Item: 1 Hour

Agenda Title:

Discussion and Possible Action Including an Update Associated with the Novel Coronavirus (COVID-19); and Provide Possible Direction Regarding Essential Services in Mendocino County, Operational Preparation and Response, and Associated Countywide Economic Impacts
(Sponsor: Public Health)

Recommended Action/Motion:

Receive update regarding COVID-19 in the County, discuss and/or provide direction regarding essential services in Mendocino County, operational preparation and response, and associated countywide economic impacts.

Previous Board/Board Committee Actions:

On March 10, 2020, the Board of Supervisors ratified the Local Emergency related to 2019 Novel Coronavirus (COVID-19) as proclaimed by the Chief Executive Officer/Director of Emergency Services and ratified the Existence of a Local Health Emergency as Proclaimed by the Health Officer on March 4, 2020. The Board has continued to receive regular updates on the status of COVID-19 in Mendocino County. Since that time, the Board of Supervisors has received update during each meeting related to COVID-19.

Summary of Request:

Mendocino County Public Health has been actively responding to the threat of COVID-19 since early January 2020. On March 4, 2020, Mendocino County declared a local health emergency due to the COVID-19 pandemic, with the Mendocino County Health Officer issuing multiple Health Orders.

As a result of the imminent threat presented to Mendocino County's public health due to COVID-19, staff will be available to address Board of Supervisors questions related to the following topics as needed:

- Health Officer Briefing (Dr. Andrew Coren)

Alternative Action/Motion:

No action.

Item #: 5a)

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At:

[<https://www.mendocinocounty.org/community/novel-coronavirus>](https://www.mendocinocounty.org/community/novel-coronavirus)

[<https://www.mendocinocounty.org/community/novel-coronavirus/health-order>](https://www.mendocinocounty.org/community/novel-coronavirus/health-order)

[<https://www.mendocinocounty.org/community/novel-coronavirus/covid-19-news>](https://www.mendocinocounty.org/community/novel-coronavirus/covid-19-news)

State of California COVID-19 Resources: [<https://covid19.ca.gov/roadmap/>](https://covid19.ca.gov/roadmap/)

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: N/A

revenue agreement: N/A

budget clarification: 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: September 14, 2021

Final Status: No Action Taken



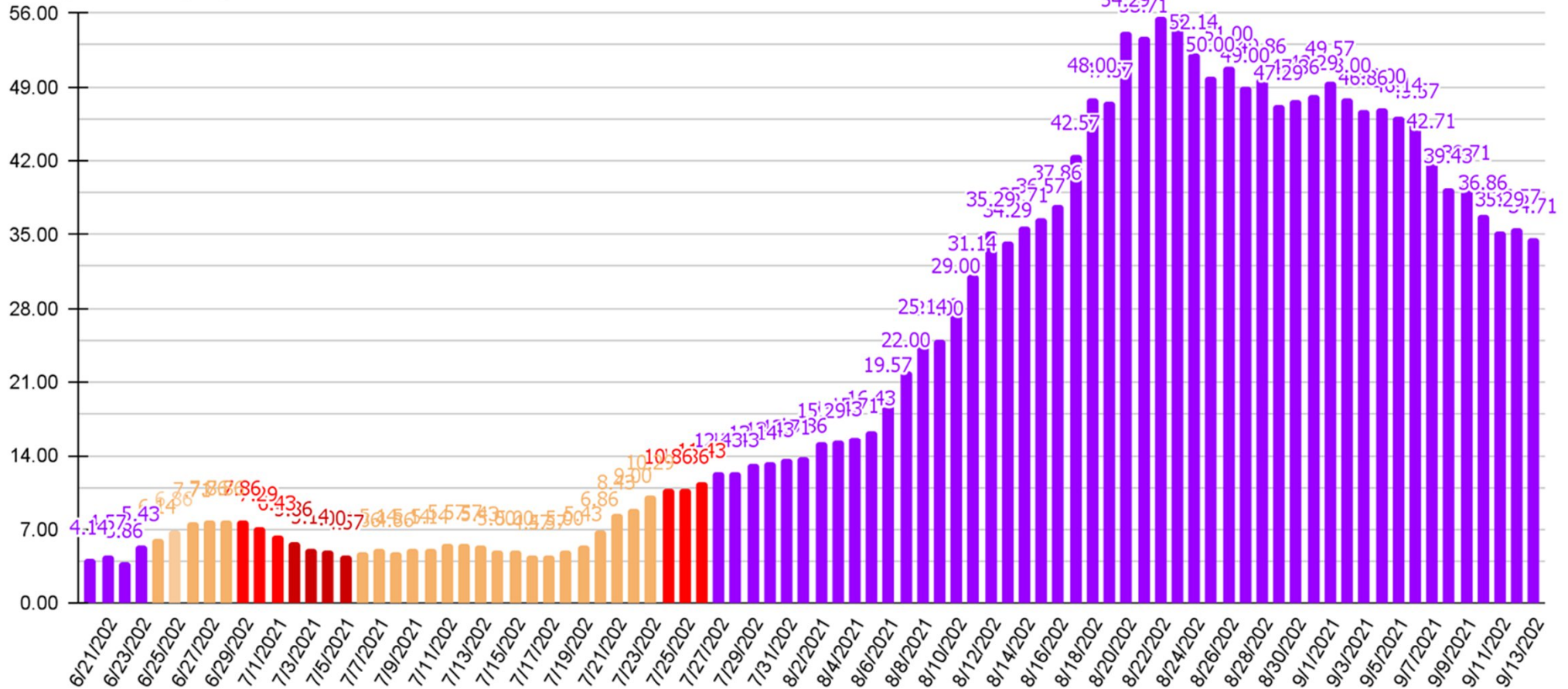


COVID-19 Presentation

Board of Supervisors Sep 14 2021

Daily Positive Cases /Casos Positivos por Día

7 Day Ave. 7 Day lag / Promedio de 7 días 7 días de retraso

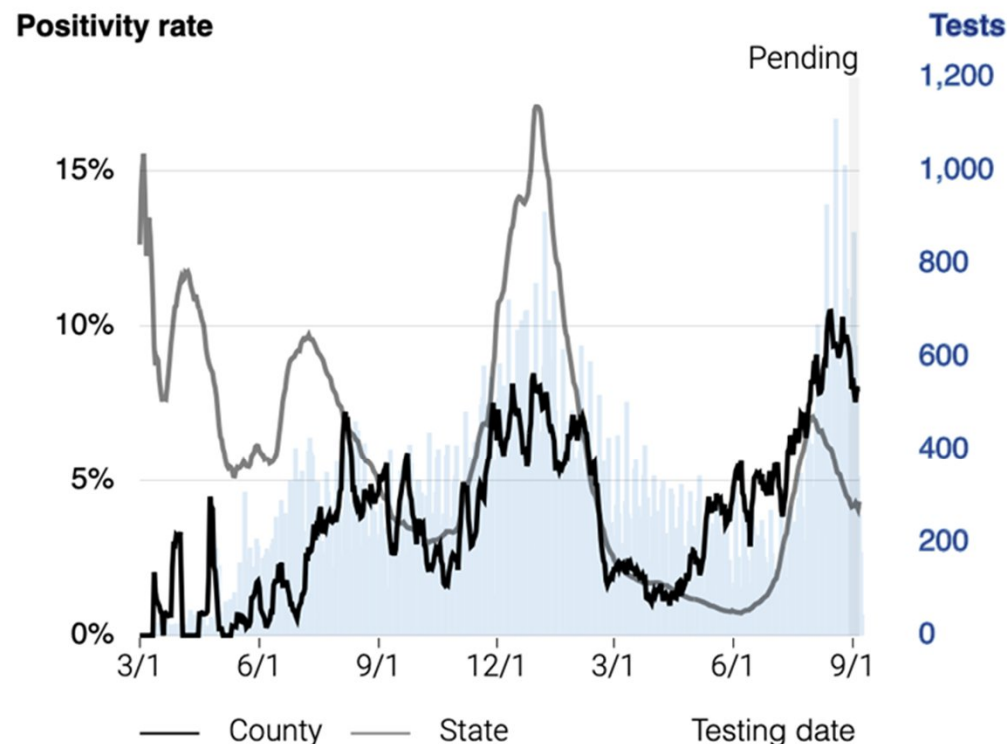


Data reported: 9/8

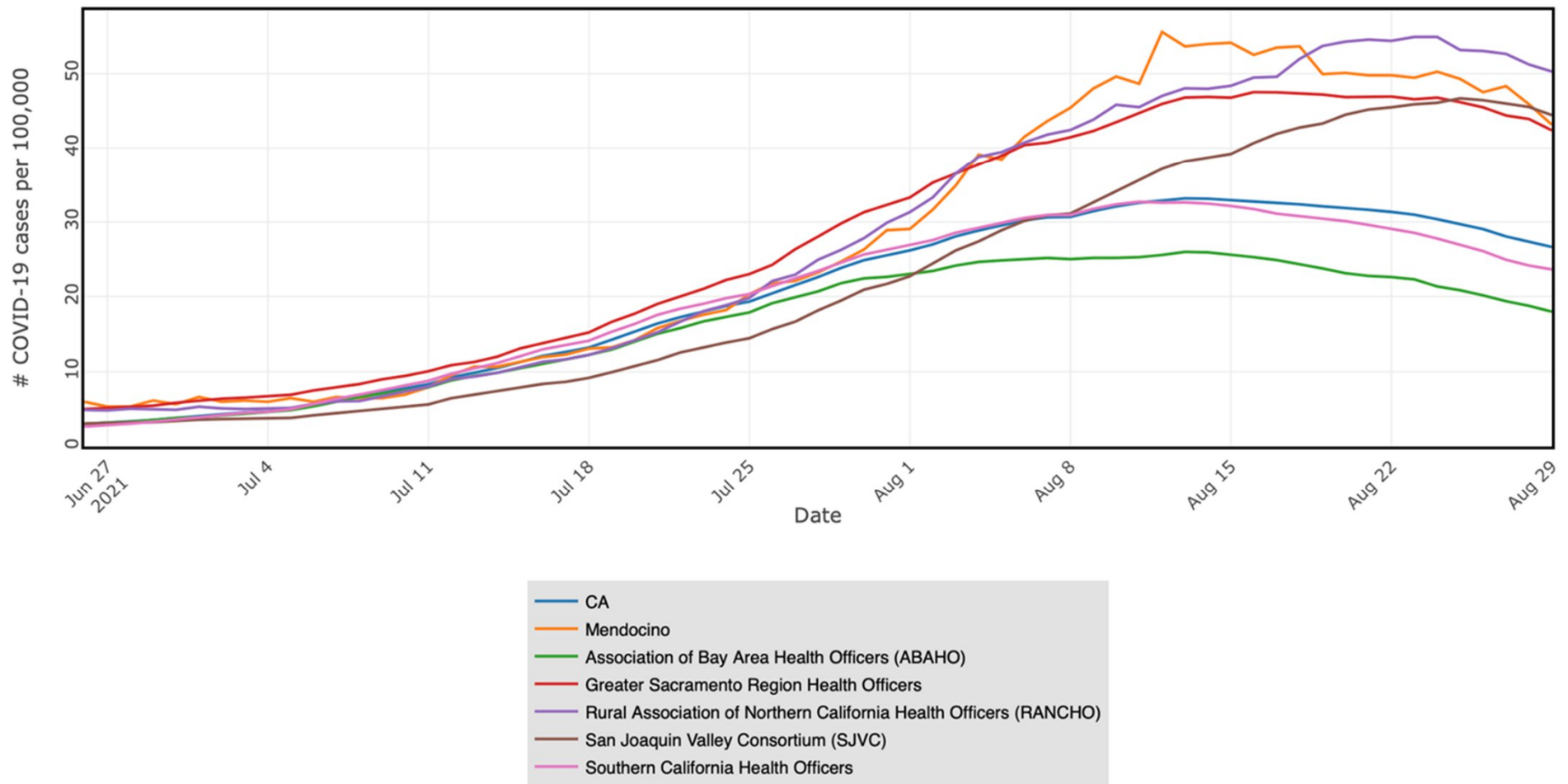
Testing rate per 100k per day, and testing positivity, 7-day averages, Mendocino County

133,308 total tests performed
582 new tests reported (**0.4%** increase)

8.0% test positivity (7-day rate)
0.9% decrease from 7-days prior

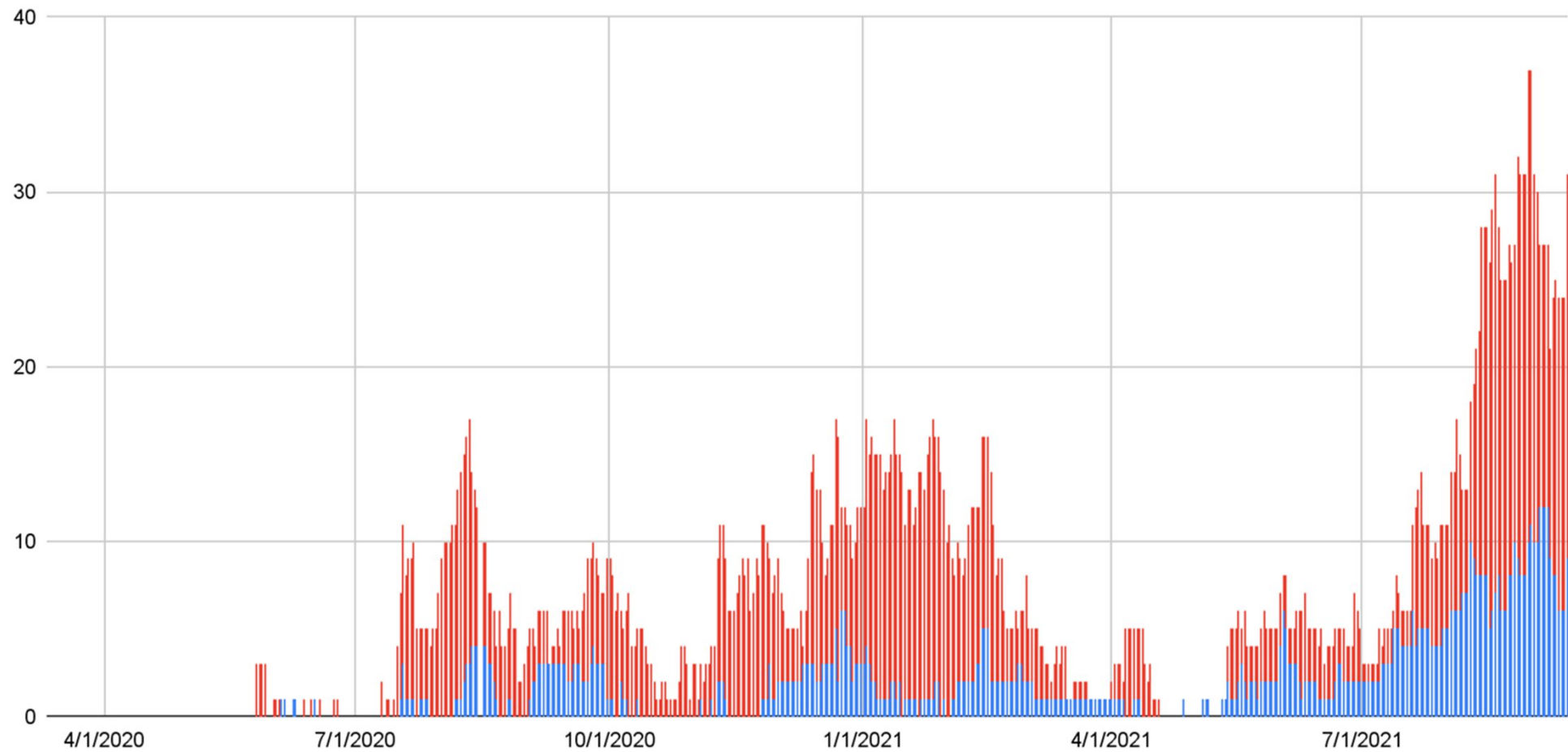


Case rate per 100,000, excl prisoners (7 day avg) for Multiple Locations



Hospitalizations and ICU admittance

Mendocino county residents across all hospitals



Hello,

I am very concerned about the Order that Dr. Coren will be placing on our restaurants in this county, segregating citizens. As well as the Order that takes effect on Sept 30th for Healthcare personnel, to have the "death jab" as he stated on Saturday, in person.

Dr. Coren is an at will employee under the Board of Supervisors. The BOS needs to step up for our citizens of this county. If it's violating our rights about Vax now, what will be next?

Dr. Coren is not an elected official. He does not have the authority to Order or mandate.

No one is authorized to ask you about your Healthcare. That is between you and your doctor alone. Now some random person that works at a restaurant is going to ask you? That is a violation on so many levels.

This PLANdemic is so far reaching into every facet of our lives its unbelievable. Help stop the medical tyranny.

Maybe it's time for Coren to be replaced.

Thank you,

Carrie Shattuck

BOS@mendocinocounty.org
corena@mendocinocounty.org
kendallm@mendocinocounty.org

September 9, 2021

Dear Dr. Coren, Sheriff Kendall, and Supervisors,

Modern Medicine has long been aware that Natural Immunity offers the strongest, most durable and comprehensive immunity from infectious disease in general, and Covid-19 in particular [REDACTED]. Strong scientific studies from around the world have been confirming this: “It’s a textbook example of how natural immunity is really better than vaccination,” “In one analysis, comparing more than 32,000 people in the health system, the risk of developing symptomatic COVID-19 was 27 times higher among the vaccinated, and the risk of hospitalization eight times higher.” [REDACTED]. Vaccine immunity was developed to mimic Natural Immunity, but vaccine protection from Covid-19 begins to wane within several months, and does not stop either transmission or infection. We are seeing many vaccine “breakthrough” infections with the Delta variant, and we are hearing that new variants [REDACTED] will likely decrease or erase any protection that these vaccines might offer.

It is time for Mendocino County to recognize the robust durability of Natural Immunity. Many of our residents have endured and triumphed over Coronavirus infections, and so they already have the best immunity possible. Every resident who recovers is adding to our local natural “Community Immunity”, and these numbers are growing stronger daily.

There are many reasons that so many people have chosen NOT to get a vaccine. Many have experienced dangerous reactions to vaccinations in the past. Many know how many adverse reactions have been officially reported to VAERS. Look up [REDACTED] for the latest numbers. Vaccination after natural infection has been shown to bring higher risk of vaccine adverse reactions. Many know that the “safety studies” are continuing, with Pfizer estimated to end January 31, 2023 and Moderna ending October 27, 2022. As the studies for these experimental injections continue, many are aware that the Nuremberg Codes, signed by the U.S. after the atrocities of World War II Nazi medical experimentation, dictate that no one may be coerced into being a part of a scientific experiment. [REDACTED]

Informed Consent, with full understanding of the benefits and potential adverse reactions, must be given to all *before* vaccination [REDACTED]. Is that currently happening? How does *coercion* stand next to Informed Consent? Clearly, requirements to be vaccinated to keep ones job or attend school is coercion. As expected, many lawsuits have begun against these coercive mandates. Legal precedent has very recently been established confirming the validity of Natural Immunity [REDACTED]. I hope Mendocino County will be avoiding the legal drama and expense that medical mandates would likely cause.

Vaccine makers were given complete liability immunity by Congress on February 4, 2020. Pharma well knows how risky their experimental products are, and refused to accept responsibility for outcomes of

their products use. Is a County government that mandates vaccination responsible for vaccine injuries and deaths that result from vaccines that they mandate?

There are now many protocols being very successfully used to prevent Coronavirus infection, and/or to treat infections early. [REDACTED] and [REDACTED] [REDACTED]. I believe that EVERY person who receives a positive test result should be given such guidance right way, so they can begin early treatment at home, and become less likely to need eventual hospitalization.

Strong and comprehensive *early treatments* can reduce Covid-19 viral loads and inflammation, keeping many people recovering successfully at home, and out of the hospitals.

Businesses should decide for themselves how they address this issue. They certainly can advertise their choices, and customers will support the businesses that they wish to support. Some businesses may prefer medical discrimination, and other businesses may choose to welcome all. Since the vaccines do not prevent coronavirus infection or transmission, and studies are showing Natural Immunity gives stronger and more durable protection overall, it makes no scientific, logical or legal sense to mandate vaccinations locally. A combination of vaccinations for those who prefer them, without mandates, honoring Natural Immunity, and increased focus on education about excellent health, preventions and early treatment protocols can help our community navigate the current health situation in the best ways possible.

Wishing All Great Health,

Cynthia Raiser Jeavons
Willits, CA
[REDACTED]

Dear Board of Supervisors,

As your constituent and your boss, I demand that you do everything in your power to ban Vaccine Mandates and Passports. This is an unconstitutional deprivation of liberty without due process and is a critical issue to me. It is unconscionable that Americans freedom of movement would be threatened in an attempt to coerce people to get vaccinated, even as Anthony Fauci is urging masks be worn by the vaccinated and unvaccinated. I'll be watching how you vote.

Sincerely,
Jason Long

To whom it may concern:

I am writing to you as a concerned citizen of Mendocino County in regards to the proposed order Dr. Coren had mentioned in the Board of Supervisors meeting.

Please let me preface this by stating, I have nothing against those who choose to receive a covid vaccination. I am very concerned about the county possibly mandating covid vaccinations for employees and patrons of any establishment. I plead you take a deep look at what this could do to our county. Consider the amount of business an establishment could lose, which would take money out of our county, along with the possibility of many businesses closing.

Businesses are already experiencing low staff levels and implementing such an order would decrease staff even further.

Our county residents have suffered enough with these shutdowns. We have seen a rise in depression, anxiety, and suicides/attempts. Please take our residents mental health into consideration.

In addition, I'd like to bring up the question of who would be liable if a staff member received a covid vaccination to stay employed and was then injured by that vaccination? With this requirement coming from the county, I would think they would have to be liable.

Again, I am asking you to take a deeper look at what this could do to our community. Previous actions have already created such a divide, the segregation and discrimination that would take place with this new mandated vaccination order will only make it worse.

Thank you for your time.

A very concerned parent,
Jodi Alcanter

Dear Board of Supervisors.

I am asking you to please support the Constitution and freedom of choice to decide what is done to our bodies by allowing school teachers and students to choose whether or not they want to get shots or covid testing.

Thank you.

Rebecca Aum



Public Health Department Mendocino County

Healthy People, Healthy Communities



H. Andrew Coren, MD
Public Health Officer

Anne C. Molgaard, JD
Transition Director

DATE: 9-13-2021
TO: Board of Supervisors
FROM: H. Andrew Coren, MD, Health Officer
SUBJECT: COVID-19 Update

Mendocino County's **testing positivity** rate **10%**. With **testing rates up to 400/100,000/day**.

New **daily cases** average **39.25/day/100,000**. There are currently **25 people in Mendocino hospitals**. 5 are from out-of-County. 5 additional Mendocino residents are in out-of-county hospitals. We have 7 COVID cases plus 8 more in our County Intensive Care Units, leaving only **1 staffed ICU bed available today**.

70 people have passed away, 10% more in the last 2 weeks.

Total COVID cases is now 6,469; of these 2,584 are Hispanic.

We have **Outbreaks** now in our Jail, 2 Skilled Nursing Homes, a Homeless shelter, and Round Valley. The State is assisting with the latter outbreak and setting up an outpatient monoclonal antibody administration center, while the County is renting a large tent for it as well as supporting the testing, shelter and vaccination efforts. All the outbreaks seem to be coming under control at this time.

Vaccines: 3rd doses for the **immune compromised** is ongoing. **Boosters (3rd dose after completed series)** is not yet authorized and administering them would be a breach of contract we have for receiving the vaccines, threatening our contract with the state. The vaccines remain extremely effective against severe disease, hospitalization and death. We are planning for vaccines Booster Doses when approved and for children under 12 years old, which we hope, will be approved within the next 1 month.

As of September 13, 2021, 104,122 total doses have been administered to 78.1% of those over 12 years: 67.6% are fully vaccinated, which exceeds the state average. From an Equity perspective, our coverage of our least resourced areas (quartile 1) is better than the state. Hispanic vaccination rates are increasing significantly and the disparity between the Hispanic and non-Hispanic white population is decreasing. The uptake in all age groups is increasing. However, those between 18-49 years old are going slowly. A recent report from our Clinics survey points to safety and accessibility as reasons for delay in that age group. We will pursue that further with more community education and a better understanding of barriers to access. We have started regular vaccine events at the Fairgrounds in Ukiah and at Public Health in Willits and Ft Bragg. We will be at the Apple fair for vaccination and in Round Valley and other outbreak situations. We are supporting the schools and our clinics for Children's vaccinations.

In summary, our 4th COVID surge may be starting to taper off. However, we have a holiday-filled fall that could usher in a greater surge. Our hospitals are stretched and the healthcare workers are stressed out. Case and hospitalization rates may have levelled off BUT increased deaths (as expected are still occurring) and the fall months could spell a surge like last winter, or worse. We are working on Vaccine mobilizations now for those who have held back, for children and those who may need boosters.



Mendocino County Board of Supervisors Agenda Summary

Item #: 5b)

To: Board of Supervisors

From: County Counsel

Meeting Date: September 14, 2021

Department Contact: Matthew Kiedrowski

Phone: 234-6885

Item Type: Noticed Public Hearing

Time Allocated for Item: 30 min.

Agenda Title:

Noticed Public Hearing - Discussion and Possible Action Including Adoption of a Resolution Approving the Capital Fire Facilities and Equipment Plan and Adopting and Implementing Fire Protection Mitigation Fees for the Anderson Valley Community Services District Pursuant to Mendocino County Code Chapter 5.36 (Sponsor: County Counsel)

Recommended Action/Motion:

Adopt Resolution approving the Capital Fire Facilities and Equipment Plan and adopting and implementing Fire Protection Mitigation Fees for the Anderson Valley Community Services District Pursuant to Mendocino County Code Chapter 5.36, and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Adoption of Ordinance No. 4175 adding Chapter 5.36 - Fire Protection Mitigation Fee to the Mendocino County Code.

Summary of Request:

The Anderson Valley Community Services District ("District") has taken the necessary steps to adopt a fire protection mitigation fee pursuant to the Mitigation Fee Act (Government Code section 66000 *et seq.*) and Mendocino County Code Chapter 5.36. On March 23, 2021, the District adopted a resolution approving a Nexus Study for a Fire Impact and Emergency Response Fee ("Nexus Study") and adopting a Capital Fire Facilities and Equipment Plan ("Plan") and requesting the Board of Supervisors to implement fire protection mitigation fees for the District, and then forwarded that resolution to the County. In response, County staff have noticed this meeting pursuant to the Mitigation Fee Act and Mendocino County Code Chapter 5.36.

Attached as part of this agenda item is a resolution prepared for the Board's consideration, which includes the District's resolution, Nexus Study and Plan as an exhibit. District staff will be available for any questions of the Board.

Alternative Action/Motion:

Not adopt resolution, provide direction to staff.

How Does This Item Support the General Plan? N/A

Item #: 5b)

Supervisory District: District 5

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

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: Darcie Antle, Assistant CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 14, 2021

Final Status: **Adopted**

Executed Item Type: **Resolution** **Number:** 21
-127



RESOLUTION NO. 21-127

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE CAPITAL FIRE FACILITIES AND EQUIPMENT PLAN AND ADOPTING AND IMPLEMENTING FIRE PROTECTION MITIGATION FEES FOR THE ANDERSON VALLEY COMMUNITY SERVICES DISTRICT PURSUANT TO MENDOCINO COUNTY CODE CHAPTER 5.36

WHEREAS, on October 17, 2006, the Board of Supervisors adopted Ordinance No. 4175, relating to fire protection mitigation fees, which was later codified as Mendocino County Code Chapter 5.36; and

WHEREAS, pursuant to Mendocino County Code Chapter 5.36, local fire protection districts may seek approval by the Board of Supervisors for the assessment and implementation of fire protection mitigation fees associated with new development within the boundaries of said districts; and

WHEREAS, the Anderson Valley Community Services District has adopted a resolution and a capital fire facilities and equipment plan pursuant to section 5.36.040 of the Mendocino County Code, and presented the same to the Clerk of the Board of Supervisors; and

WHEREAS, upon the implementation of said fire mitigation fee, the Anderson Valley Community Services District will comply with the provisions of Mendocino County Code Chapter 5.36.

NOW, THEREFORE, BE IT RESOLVED, that the Mendocino County Board of Supervisors hereby approves the resolution and capital fire facilities and equipment plan for the area within the district boundaries of the Anderson Valley Community Services District, in the form attached to this Resolution as Exhibit A, finding that the documents meet the requirements of Chapter 5.36 of the Mendocino County Code and Government Code section 66000 *et seq.*

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby approves a fire mitigation fee for, and to be collected by, the Anderson Valley Community Services District, with fees as specified in Anderson Valley Community Services District Resolution No. 2021-2 on applicants for development projects within the district boundaries of the Anderson Valley Community Services District, to be effective in 60 days (pursuant to Government Code section 66017) from the date of adoption of this resolution.

BE IT FURTHER RESOLVED that the Anderson Valley Community Services District is hereby directed to notify the County building official of the effective date of its mitigation fee.

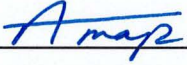
BE IT FURTHER RESOLVED that by March 31 of each year following the year of the original adoption of a resolution and approval by the Board of Supervisors of fire mitigation fees under Mendocino County Code Chapter 5.36, the Anderson Valley Community Services District shall submit a copy of a new resolution adopted by the District's governing body making the findings required by section 5.36.040(A) of said Chapter and identifying the fire mitigation fees requested by the fire district. If the resolution proposes to increase the fire mitigation fees, the resolution shall only become effective if approved by the Board of Supervisors in the manner set forth in section 5.36.40(D) of said Chapter 5.36. A revision of fire mitigation fees shall become effective the following July 1.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Mulheren, and carried this 14th day of September, 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

BOS Resolution Exhibit A

**RESOLUTION NO. 2021-02
OF THE BOARD OF DIRECTORS
OF THE ANDERSON VALLEY COMMUNITY SERVICES DISTRICT
March 23, 2021**

**RESOLUTION APPROVING THE ANDERSON VALLEY FIRE
DEPARTMENT FIRE IMPACT AND EMERGENCY RESPONSE FEE
NEXUS STUDY AND REQUESTING THE MENDOCINO COUNTY OF
BOARD OF SUPERVISORS ADOPT AND IMPLEMENT THE
PROPOSED FIRE IMPACT AND EMERGENCY RESPONSE FEE
PROGRAM ON BEHALF OF THE DEPARTMENT**

WHEREAS, the Board of Directors of the Anderson Valley Community Services District ("District"), recognizes that continuing development within the District places added responsibilities and cost to the Anderson Valley Fire Department ("Department"); and

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 allowing the establishing, increasing or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the District Board of Directors ("District Board") desires to establish a new Fire Impact and Emergency Response Fee program ("Fees or Fee Program") for the Department to fund fire protection facilities, apparatus and equipment necessary to mitigate the impacts caused by new development with the Department's Sphere of Influence; and

WHEREAS, the County of Mendocino ("County") has, by Ordinance No. 4175, established and implemented a procedure for the adoption of such Fees and to ensure the imposition and collection of these Fees in connection with the issuance of building permits. The Fees are to be allocated to the District for the acquisition of capital facilities and equipment in order to ensure the provision of the capital facilities and equipment necessary to maintain current levels of fire protection services that are required as the result of new development projects within the boundaries of the Department's Sphere of Influence pursuant to County Code Chapter 5.36; and

WHEREAS, the District Board has received and considered the District's Fire Impact and Emergency Response Fee Nexus Study prepared by SCI Consulting Group dated July 2020 Final Report ("Nexus Study") that provides the required information to establish a new Fire Impact and Emergency Response Fee program.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

- 1) The District Board hereby receives and approves the Nexus Study.
- 2) Prior to the adoption of this Resolution, the District conducted a public hearing at which oral and written presentations were made, as part of the District's August 5, 2020, special Board meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in the local

newspaper. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to the Resolution by way of such public meeting, the District received the Nexus Study attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.

- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the District, hereby makes the following findings:
 - a) The Department does not have existing fire protection facilities and equipment that could provide an adequate level of services to new development within the Department's Sphere of Influence; and
 - b) The District does not have sufficient funds available to construct additional facilities and purchase additional equipment from fund balances, capital facility funds, property tax sources, fire suppression assessments, or any other available sources; and
 - c) The lack of additional fire protection facilities and equipment to service new development projects would create a situation that is dangerous to the public health and safety if fire protection mitigation fees are not levied within the District; and
 - d) The Fee Program and the Fees proposed in the Nexus Study and approved pursuant to this Resolution are for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the Department's service area; and
 - e) The Fee proposed in the Nexus Study and approved pursuant to this Resolution will be used to expand the Department's facilities and equipment, and replace and expand the District's apparatus and vehicles to serve new development; and
 - f) The uses of the Fees proposed in the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue from the development projects will be used to expand the Department's facilities and equipment, and replace and expand the Department's apparatus and vehicles to meet the additional demand generated by the new residents and employees and new structural area created by the development projects; and
 - g) The Fees proposed in the Nexus Study, and approved pursuant to this Resolution, bear a reasonable relationship to the need for fire protection and emergency response facilities, apparatus, and equipment in that each development project will create additional need for the Department's fire protection and emergency response

services and a corresponding need for new or expanded facilities, apparatus, and equipment. The Fees will be imposed on different types of development projects in proportion to the additional service population generated and structural area created by new development projects; and

- h) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the Fee and the cost of the fire protection facilities, apparatus, and equipment attributable to the development on which the Fee is imposed in that the costs are based upon the level of existing development served by the Department's existing fire protection facilities and applied proportionately land use categories in proportion to the need they create for expanded fire facilities, apparatus, and equipment.
- 4) The District finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding fire protection and emergency response facilities, apparatus, and equipment but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The District does hereby approve the following Fire Impact and Emergency Response Fees on new development which shall be collected upon issuance of a building permit:

<u>Land Use</u>	<u>Fees</u>
<u>Residential Development</u>	<u>Per Living Area Sq. Ft.</u>
Single Family Housing	\$2.13
Multi-Family Housing	\$2.54
Accessory Dwelling Unit	See Note
<u>Nonresidential Development</u>	<u>Per Building Sq. Ft.</u>
Retail / Commercial	\$2.14
Office	\$2.87
Industrial	\$2.25
Agriculture	\$1.31
Warehouse / Distribution	\$1.41

Note: Pursuant to Govt. Code § 65852.2(f)(3)(A), the Fire Impact and Emergency Response Fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

- 6) The Fees imposed under the County Ordinance 4175 shall only be used to expand the availability of capital facilities and equipment to provide fire services to new development projects; and
- 7) The District shall place all funds collected under Ordinance 4175 and all interest subsequently accruing on these funds in a separate budget accounting category, known as "Anderson Valley Fire Department Fire Impact and Emergency Response Fee", only for those purposes of providing capital improvements and equipment to serve new development projects; and
- 8) The District shall spend funds from the "Anderson Valley Fire Department Fire Impact and Emergency Response Fee" budget accounting category only for those purposes of providing capital improvements and equipment to service new development projects; and
- 9) The District shall submit an annual report no later than October 31st of each year to the Clerk of the Board of Supervisors. The report shall include, but not be limited to: the balance in the account at the end of the prior fiscal year, the Fees received, the amount and type of expenditures made and the ending balance in the fund. In addition, the annual report shall specify the actions the District's plans to take to mitigate the facility and equipment needs caused by the new development projects in a capital fire facilities and equipment plan adopted at a notice public hearing. The District shall make available, upon request by the Clerk of the Board, a copy of the annual audited report; and
- 10) The District shall make its records that justify the basis for the Fee amounts available to the public upon request; and
- 11) The District shall agree to indemnify and defend the County and its officers, agents, and employees from any claim, action, or proceeding that arises from or is in any way related to the Fees; and
- 12) For the fifth fiscal year following the first deposit into the "Anderson Valley Fire Department Fire Impact and Emergency Response Fee" account and every five (5) years thereafter, the District shall make all of the following findings with respect to any cash portion of the fees remaining unexpended or uncommitted in the account:
 - (a) Identify the purpose to which the fee is to be put;
 - (b) Demonstrate a reasonable relationship between the fee and the purpose for which it was charged;
 - (c) Identify all sources and amounts of funding anticipated to complete financing all incomplete improvements, and
 - (d) Designate the approximate dates on which complete funding is expected to be deposited into the account.

If the findings in subsections (12) (a) through (d) above are not made, the District shall refund, on a prorated basis, to the current record owner or owners of the development projects for which the fees were paid the unexpended and uncommitted portion of the fees and any interest accrued for which a need cannot be demonstrated.

IT IS HEREBY FURTHER RESOLVED that:

- 1) The District Board of Directors ("District Board") adopts the capital fire facilities and equipment plan, attached as Exhibit B, in compliance with Government Code Section 66002 at a noticed public hearing; and
- 2) The District will add a 10% charge to the Fee that reflects the District's reasonable costs of administering the fee and complying with all laws, ordinances, and regulations related to the Fee, including the requirements imposed by the County's Fire Protection Mitigation Fee Ordinance; and
- 3) The "District Fire Protection Mitigation Fee" may be amended annually or from time to time in accordance with the procedures and based upon the findings for such fees set forth in Government Code Section 66000 et seq., or any applicable successor statutes; and
- 4) Subject to the County Board's approval, on July 1st of each fiscal year, beginning in July 2021, the Fire Chief, or his/her designee shall make automatic annual adjustments to the Fees by a percentage equal to the percentage change in the "Engineering News Record's Construction Cost Index-20 Cities annual Average" for the proceeding twelve (12) month period calculated from January 1 to December 31. This adjustment will offset the effects of inflation related construction cost increases (or any deflation related decreases). If this index should cease publication, the Fire Chief shall use any appropriate official index published by the Bureau of Labor Statistics, or successor, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs may be evaluated annual and adjusted as necessary based on the current market conditions at the time. The Fire Chief shall present the new Fees or adopting by resolution of the District Board after at least one public hearing; and
- 5) The District Board formally requests that the County impose the specified fire mitigation fee on the District's behalf and that the County Board authorize the District to collect the Fee from applicants prior to issuance of a building permit for new construction with the District's Sphere of Influence; and
- 6) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

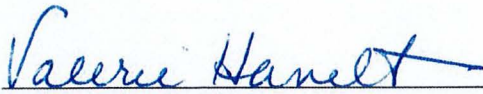
PASSED AND ADOPTED by the Board of Directors of the Anderson Valley Community Services District, at a special meeting held on the 23rd of March, Two-thousand and Twenty-one, by the following vote of said District Board:

AYES: HANELT, CHRISTEN, SODERMAN, MCKENNA

NOES: Ø

ABSTAIN: Ø

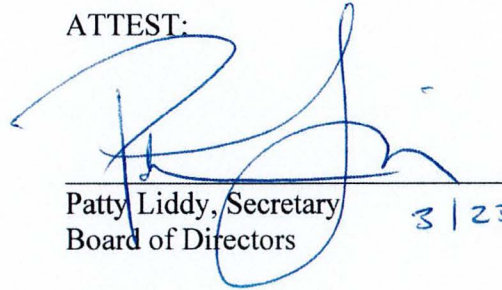
ABSENT: MAILLIARD



Valerie Hanelt, Chair
Board of Directors

3/23/2021

ATTEST:



Patty Liddy, Secretary
Board of Directors

3/23/2021



RESOLUTION NO. 21-127

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE CAPITAL FIRE FACILITIES AND EQUIPMENT PLAN AND ADOPTING AND IMPLEMENTING FIRE PROTECTION MITIGATION FEES FOR THE ANDERSON VALLEY COMMUNITY SERVICES DISTRICT PURSUANT TO MENDOCINO COUNTY CODE CHAPTER 5.36

WHEREAS, on October 17, 2006, the Board of Supervisors adopted Ordinance No. 4175, relating to fire protection mitigation fees, which was later codified as Mendocino County Code Chapter 5.36; and

WHEREAS, pursuant to Mendocino County Code Chapter 5.36, local fire protection districts may seek approval by the Board of Supervisors for the assessment and implementation of fire protection mitigation fees associated with new development within the boundaries of said districts; and

WHEREAS, the Anderson Valley Community Services District has adopted a resolution and a capital fire facilities and equipment plan pursuant to section 5.36.040 of the Mendocino County Code, and presented the same to the Clerk of the Board of Supervisors; and

WHEREAS, upon the implementation of said fire mitigation fee, the Anderson Valley Community Services District will comply with the provisions of Mendocino County Code Chapter 5.36.

NOW, THEREFORE, BE IT RESOLVED, that the Mendocino County Board of Supervisors hereby approves the resolution and capital fire facilities and equipment plan for the area within the district boundaries of the Anderson Valley Community Services District, in the form attached to this Resolution as Exhibit A, finding that the documents meet the requirements of Chapter 5.36 of the Mendocino County Code and Government Code section 66000 *et seq.*

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby approves a fire mitigation fee for, and to be collected by, the Anderson Valley Community Services District, with fees as specified in Anderson Valley Community Services District Resolution No. 2021-2 on applicants for development projects within the district boundaries of the Anderson Valley Community Services District, to be effective in 60 days (pursuant to Government Code section 66017) from the date of adoption of this resolution.

BE IT FURTHER RESOLVED that the Anderson Valley Community Services District is hereby directed to notify the County building official of the effective date of its mitigation fee.

BE IT FURTHER RESOLVED that by March 31 of each year following the year of the original adoption of a resolution and approval by the Board of Supervisors of fire mitigation fees under Mendocino County Code Chapter 5.36, the Anderson Valley Community Services District shall submit a copy of a new resolution adopted by the District's governing body making the findings required by section 5.36.040(A) of said Chapter and identifying the fire mitigation fees requested by the fire district. If the resolution proposes to increase the fire mitigation fees, the resolution shall only become effective if approved by the Board of Supervisors in the manner set forth in section 5.36.40(D) of said Chapter 5.36. A revision of fire mitigation fees shall become effective the following July 1.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Mulheren, and carried this 14th day of September, 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

BOS Resolution Exhibit A

**RESOLUTION NO. 2021-02
OF THE BOARD OF DIRECTORS
OF THE ANDERSON VALLEY COMMUNITY SERVICES DISTRICT
March 23, 2021**

**RESOLUTION APPROVING THE ANDERSON VALLEY FIRE
DEPARTMENT FIRE IMPACT AND EMERGENCY RESPONSE FEE
NEXUS STUDY AND REQUESTING THE MENDOCINO COUNTY OF
BOARD OF SUPERVISORS ADOPT AND IMPLEMENT THE
PROPOSED FIRE IMPACT AND EMERGENCY RESPONSE FEE
PROGRAM ON BEHALF OF THE DEPARTMENT**

WHEREAS, the Board of Directors of the Anderson Valley Community Services District ("District"), recognizes that continuing development within the District places added responsibilities and cost to the Anderson Valley Fire Department ("Department"); and

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 allowing the establishing, increasing or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the District Board of Directors ("District Board") desires to establish a new Fire Impact and Emergency Response Fee program ("Fees or Fee Program") for the Department to fund fire protection facilities, apparatus and equipment necessary to mitigate the impacts caused by new development with the Department's Sphere of Influence; and

WHEREAS, the County of Mendocino ("County") has, by Ordinance No. 4175, established and implemented a procedure for the adoption of such Fees and to ensure the imposition and collection of these Fees in connection with the issuance of building permits. The Fees are to be allocated to the District for the acquisition of capital facilities and equipment in order to ensure the provision of the capital facilities and equipment necessary to maintain current levels of fire protection services that are required as the result of new development projects within the boundaries of the Department's Sphere of Influence pursuant to County Code Chapter 5.36; and

WHEREAS, the District Board has received and considered the District's Fire Impact and Emergency Response Fee Nexus Study prepared by SCI Consulting Group dated July 2020 Final Report ("Nexus Study") that provides the required information to establish a new Fire Impact and Emergency Response Fee program.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

- 1) The District Board hereby receives and approves the Nexus Study.
- 2) Prior to the adoption of this Resolution, the District conducted a public hearing at which oral and written presentations were made, as part of the District's August 5, 2020, special Board meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in the local

newspaper. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to the Resolution by way of such public meeting, the District received the Nexus Study attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.

- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the District, hereby makes the following findings:
- a) The Department does not have existing fire protection facilities and equipment that could provide an adequate level of services to new development within the Department's Sphere of Influence; and
 - b) The District does not have sufficient funds available to construct additional facilities and purchase additional equipment from fund balances, capital facility funds, property tax sources, fire suppression assessments, or any other available sources; and
 - c) The lack of additional fire protection facilities and equipment to service new development projects would create a situation that is dangerous to the public health and safety if fire protection mitigation fees are not levied within the District; and
 - d) The Fee Program and the Fees proposed in the Nexus Study and approved pursuant to this Resolution are for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the Department's service area; and
 - e) The Fee proposed in the Nexus Study and approved pursuant to this Resolution will be used to expand the Department's facilities and equipment, and replace and expand the District's apparatus and vehicles to serve new development; and
 - f) The uses of the Fees proposed in the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue from the development projects will be used to expand the Department's facilities and equipment, and replace and expand the Department's apparatus and vehicles to meet the additional demand generated by the new residents and employees and new structural area created by the development projects; and
 - g) The Fees proposed in the Nexus Study, and approved pursuant to this Resolution, bear a reasonable relationship to the need for fire protection and emergency response facilities, apparatus, and equipment in that each development project will create additional need for the Department's fire protection and emergency response

services and a corresponding need for new or expanded facilities, apparatus, and equipment. The Fees will be imposed on different types of development projects in proportion to the additional service population generated and structural area created by new development projects; and

- h) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the Fee and the cost of the fire protection facilities, apparatus, and equipment attributable to the development on which the Fee is imposed in that the costs are based upon the level of existing development served by the Department's existing fire protection facilities and applied proportionately land use categories in proportion to the need they create for expanded fire facilities, apparatus, and equipment.
- 4) The District finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding fire protection and emergency response facilities, apparatus, and equipment but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The District does hereby approve the following Fire Impact and Emergency Response Fees on new development which shall be collected upon issuance of a building permit:

<u>Land Use</u>	<u>Fees</u>
<u>Residential Development</u>	<u>Per Living Area Sq. Ft.</u>
Single Family Housing	\$2.13
Multi-Family Housing	\$2.54
Accessory Dwelling Unit	See Note
<u>Nonresidential Development</u>	<u>Per Building Sq. Ft.</u>
Retail / Commercial	\$2.14
Office	\$2.87
Industrial	\$2.25
Agriculture	\$1.31
Warehouse / Distribution	\$1.41

Note: Pursuant to Govt. Code § 65852.2(f)(3)(A), the Fire Impact and Emergency Response Fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

- 6) The Fees imposed under the County Ordinance 4175 shall only be used to expand the availability of capital facilities and equipment to provide fire services to new development projects; and
- 7) The District shall place all funds collected under Ordinance 4175 and all interest subsequently accruing on these funds in a separate budget accounting category, known as "Anderson Valley Fire Department Fire Impact and Emergency Response Fee", only for those purposes of providing capital improvements and equipment to serve new development projects; and
- 8) The District shall spend funds from the "Anderson Valley Fire Department Fire Impact and Emergency Response Fee" budget accounting category only for those purposes of providing capital improvements and equipment to service new development projects; and
- 9) The District shall submit an annual report no later than October 31st of each year to the Clerk of the Board of Supervisors. The report shall include, but not be limited to: the balance in the account at the end of the prior fiscal year, the Fees received, the amount and type of expenditures made and the ending balance in the fund. In addition, the annual report shall specify the actions the District's plans to take to mitigate the facility and equipment needs caused by the new development projects in a capital fire facilities and equipment plan adopted at a notice public hearing. The District shall make available, upon request by the Clerk of the Board, a copy of the annual audited report; and
- 10) The District shall make its records that justify the basis for the Fee amounts available to the public upon request; and
- 11) The District shall agree to indemnify and defend the County and its officers, agents, and employees from any claim, action, or proceeding that arises from or is in any way related to the Fees; and
- 12) For the fifth fiscal year following the first deposit into the "Anderson Valley Fire Department Fire Impact and Emergency Response Fee" account and every five (5) years thereafter, the District shall make all of the following findings with respect to any cash portion of the fees remaining unexpended or uncommitted in the account:
 - (a) Identify the purpose to which the fee is to be put;
 - (b) Demonstrate a reasonable relationship between the fee and the purpose for which it was charged;
 - (c) Identify all sources and amounts of funding anticipated to complete financing all incomplete improvements, and
 - (d) Designate the approximate dates on which complete funding is expected to be deposited into the account.


If the findings in subsections (12) (a) through (d) above are not made, the District shall refund, on a prorated basis, to the current record owner or owners of the development projects for which the fees were paid the unexpended and uncommitted portion of the fees and any interest accrued for which a need cannot be demonstrated.

IT IS HEREBY FURTHER RESOLVED that:

- 1) The District Board of Directors ("District Board") adopts the capital fire facilities and equipment plan, attached as Exhibit B, in compliance with Government Code Section 66002 at a noticed public hearing; and
- 2) The District will add a 10% charge to the Fee that reflects the District's reasonable costs of administering the fee and complying with all laws, ordinances, and regulations related to the Fee, including the requirements imposed by the County's Fire Protection Mitigation Fee Ordinance; and
- 3) The "District Fire Protection Mitigation Fee" may be amended annually or from time to time in accordance with the procedures and based upon the findings for such fees set forth in Government Code Section 66000 et seq., or any applicable successor statutes; and
- 4) Subject to the County Board's approval, on July 1st of each fiscal year, beginning in July 2021, the Fire Chief, or his/her designee shall make automatic annual adjustments to the Fees by a percentage equal to the percentage change in the "Engineering News Record's Construction Cost Index-20 Cities annual Average" for the proceeding twelve (12) month period calculated from January 1 to December 31. This adjustment will offset the effects of inflation related construction cost increases (or any deflation related decreases). If this index should cease publication, the Fire Chief shall use any appropriate official index published by the Bureau of Labor Statistics, or successor, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs may be evaluated annual and adjusted as necessary based on the current market conditions at the time. The Fire Chief shall present the new Fees or adopting by resolution of the District Board after at least one public hearing; and
- 5) The District Board formally requests that the County impose the specified fire mitigation fee on the District's behalf and that the County Board authorize the District to collect the Fee from applicants prior to issuance of a building permit for new construction with the District's Sphere of Influence; and
- 6) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.


PASSED AND ADOPTED by the Board of Directors of the Anderson Valley Community Services District, at a special meeting held on the 23rd of March, Two-thousand and Twenty-one, by the following vote of said District Board:

AYES: HANELT, CHRISTEN, SODERMAN, MCKENNA
NOES: Ø
ABSTAIN: Ø
ABSENT: MAILLIARD



Valerie Hanelt, Chair
Board of Directors 3/23/2021

ATTEST:



Patty Liddy, Secretary
Board of Directors 3/23/2021





ANDERSON VALLEY FIRE DEPARTMENT

FIRE AND EMERGENCY RESPONSE IMPACT FEE NEXUS STUDY

JULY 2020
FINAL REPORT

PREPARED FOR:

BOARD OF DIRECTORS

ANDERSON VALLEY COMMUNITY SERVICES DISTRICT

PREPARED BY:



SCI Consulting Group
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

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ANDERSON VALLEY COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS

Valerie Hanelt, Chair
Larry Mailliard, Director
Kathleen McKenna, Director
Paul Soderman, Director
Francois Christen, Director

GENERAL MANAGER

Joy Andrews

FIRE CHIEF

Andres Avila

BATTALION CHIEF

Angela DeWitt

IMPACT FEE CONSULTANT

Blair Aas, Director of Planning Services
SCI Consulting Group

ACKNOWLEDGMENTS

This Fire Impact and Emergency Response Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the Anderson Valley Fire Department ("Department"). The work was accomplished under the general direction of Andres Avila, Fire Chief of the Department.

We want to acknowledge special efforts made by the following individuals and organizations for this project:

Angela DeWitt, Anderson Valley Fire Department
Mendocino County Auditor's Office
Mendocino County Assessor's Office

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EXECUTIVE SUMMARY

INTRODUCTION

This Fire Impact and Emergency Response Fee Nexus Study ("Nexus Study") was prepared pursuant to the Mitigation Fee Act ("Act") as found in Government Code § 66000 et seq. The purpose of this Nexus Study is to establish the legal and policy basis for the collection of a new fire impact and emergency response fee ("fire impact fee" or "fee") on new development within the Anderson Valley Community Services District ("District") Fire Department's ("Department") service area.

The Department provides first-responder fire protection and emergency response services to the unincorporated Anderson Valley communities of Boonville, Philo, Navarro, and Yorkville in Mendocino County ("County"). Specifically, the Department's services include fire prevention and suppression, wildland fire protection, emergency medical services, rescue and extraction, hazardous material response, and fire prevention services.

The purpose of the proposed fee is to fund the one-time cost of expanding the Department's facilities, apparatus, and equipment in order to maintain its existing level of service. For purposes of this Nexus Study, the term "facilities" or "fire system facilities" refer to facilities (land, stations, and other buildings), apparatus (engines, ambulances, and other vehicles), and equipment (ancillary and station). The term "new development" refers to the persons (residents and employees working in the Department's service area) and the structural area (residential area and nonresidential building area) in which the persons live or work.

In order to impose such fees, this Nexus Study demonstrates that a reasonable relationship between new development, the amount of the fee, and fire facilities, apparatus, and equipment funded by the fee. More specifically, this Nexus Study presents findings to meet the procedural requirements of the Mitigation Fee Act ("Act"), also known as AB 1600, which are as follows:

1. Identify the **purpose** of the fee.
2. Identify the **use** to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("**benefit relationship**").

4. Determine how there is a reasonable relationship between the need for the fire facilities and the type of development project on which the fee is imposed ("**impact relationship**").
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("**proportional relationship**").

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan.

To determine the Department's fire impact fee consistent with these **substantive requirements**, this Nexus Study utilizes a system-wide existing facility standard methodology. Under this widely-used method, the Department's ratio of existing fire protection facilities, apparatus and equipment to existing development establishes the standard for determining new development's fair share of the cost to expand the Department's fire system as growth occurs.

Existing development is determined based on the assumption that 50 percent of the need and demand for fire service (and associated facilities, apparatus, and equipment) is related to the persons (residents or employees), and the other 50 percent of the need is related to the structural area (i.e., living area or nonresidential building area) in which they live or work. The value of the Department's existing fire system is determined using the replacement value of the Department's existing inventory of fire protection facilities, apparatus, and equipment. These costs are then applied to seven land use categories in proportion to the need they create for fire protection and emergency response services to establish a cost/fee per square foot.

The Nexus Study also identifies the fair share cost of planned fire and emergency response services facilities needed to serve existing development at the same facilities standard applied to new development. The identification and use of a facilities standard ensure that new development will only fund the share of planned facilities needed to accommodate growth. Thus, consistent with the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the fee, and facilities, apparatus, and equipment funded by the fee.

The Nexus Study also details the **procedural requirements** for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the Department. Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fee are provided in the last sections of the Nexus Study.

SUMMARY OF KEY FINDINGS

The following key findings from the Nexus Study are presented:

1. A fire impact fee is necessary to ensure that the Department can adequately expand its fire protection facilities, apparatus, and equipment to accommodate the population and employment growth and new structural area created by new development.
2. Currently, the County does not impose fire impact fees on behalf of the Department.
3. The District may approve, and the County may adopt on their behalf, the following fee at or below the levels determined by this Nexus Study.

FIGURE 1 – MAXIMUM FIRE IMPACT FEE SCHEDULE

Land Use Category	Maximum Fire Impact Fee
	Per Living Sq. Ft.
Residential Development	
Single-Family Housing	\$3.20
Multi-Family Housing	\$3.81
Accessory Dwelling Unit	See Note 2
	Per Building Sq. Ft.
Nonresidential Development	
Retail / Commercial	\$3.21
Office	\$4.30
Industrial	\$3.37
Agriculture	\$1.96
Warehouse / Distribution	\$2.12

Notes:

¹ The maximum fire impact fee is rounded to the nearest whole cent.

² Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

4. Fee revenue may be used to fund 100% of the cost of new and expanded facilities, 100% of the cost of apparatus, vehicles, and equipment that expand the Department's existing inventory, and up to 4.6 percent the replacement cost of apparatus, vehicle and equipment purchases.
5. Consistent with nexus requirements of the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the proposed fee, and facilities, apparatus, and equipment funded by the fee.

SUMMARY OF GENERAL RECOMMENDATIONS

1. To keep the District's fire impact fee in line with similar fees of other Mendocino County Fire Protection Districts, the District Board of Directors approves the following fire impact fees which are two-thirds the maximum allowable fees.

FIGURE 2 – PROPOSED FIRE IMPACT FEE SCHEDULE

Land Use Category	Proposed Fire Impact Fee
Residential Development	Per Living Sq. Ft.
Single-Family Housing	\$2.13
Multi-Family Housing	\$2.54
Accessory Dwelling Unit	See Note 2
Nonresidential Development	Per Building Sq. Ft.
Retail / Commercial	\$2.14
Office	\$2.87
Industrial	\$2.25
Agriculture	\$1.31
Warehouse / Distribution	\$1.41

Notes:

¹ The proposed fire impact fee is rounded to the nearest whole cent.

² Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

2. Since only cities and counties have land-use authority to impose development impact fees as a condition of project approval, the District's proposed fee must be adopted by the County on behalf of the Department.
3. The District's approved fee should be adopted and implemented in accordance with the applicable provisions of the Act.
4. The District should comply with the annual reporting requirements under Government Code § 66006(b).

5. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, the District should comply with the reporting requirements under Government Code § 66001(d).
6. The cost estimates presented in this Nexus Study are in January 2020 dollars. The fire impact fee should be adjusted automatically without further action by the District Board or the County Board on the first day of each fiscal year by the previous calendar percentage change in the Engineering News-Record Construction Cost Index (20-City Average).

DETERMINATION OF EXISTING DEVELOPMENT

The Department serves both residences and businesses throughout their service area. As such, the demand for the Department's services and associated facilities, apparatus, and equipment is measured by its service population and the structural area it protects. This section will first determine the service population and structural area within the Department's service area. This data will be used to establish an existing facilities demand factor for the various residential, and nonresidential land uses within the Department, which in turn will be used to determine existing development's total facilities demand.

EXISTING SERVICE POPULATION AND STRUCTURAL AREA

The Department provides first-responder fire protection and emergency response services to the unincorporated Anderson Valley communities of Boonville, Philo, Navarro, and Yorkville in Mendocino County ("County"). Specifically, the Department's services include fire prevention and suppression, wildland fire protection, emergency medical services, rescue and extraction, hazardous material response, and fire prevention services. See Appendix A for a map of the Department's service area which includes the legal boundaries of the District and surrounding areas in the Department sphere of influence ("SOI") approved by the LAFCo in 2016.

The Department currently serves an estimated resident population of 2,295. The Department's resident population estimate is based on figures from Mendocino County Assessor and the 2010 U.S. Census and assumes a 16.0 percent vacancy rate provided by the California Department of Finance. The Department also protects approximately 1,087 occupied and vacant housing units and approximately 260,000 square feet of nonresidential building area. Estimated total housing units are from the Mendocino County Assessor Nonresidential is estimated assuming a jobs-to-housing ratio of 0.5 and 565 square feet of building area per employee.

FIRE FACILITIES DEMAND FACTOR

To determine the relative demand for fire facilities for various land uses, this Nexus Study relies on equivalent dwelling unit (“EDU”) factors to compare fire facilities demand across multiple residential and nonresidential land uses. For purposes of this Nexus Study, it is assumed that 50 percent of the demand for fire protection and emergency response services is related to the persons (residents or employees). The other 50 percent of the need is to protect the structural area (living area or nonresidential building area) in which the persons live or work. The equivalent dwelling unit (“EDU”) is also used to convert the nonresidential building area to a residential dwelling unit value. This approach allows for the cost of facilities, apparatus, vehicles, and equipment to be equitably apportioned among residential and nonresidential land uses.

Figure 3 on the following page shows the calculation of the fire facilities demand factor for seven land use categories. The residential land use categories are expressed per dwelling unit, and the nonresidential land use categories are expressed per square foot of building area. By this measure, for example, one single-family home creates the demand for the Department’s facilities, apparatus, and equipment equal to 590 square feet of retail/commercial building area.

FIGURE 3 – FIRE FACILITIES DEMAND FACTOR

Land Use Category	Unit	Persons per Unit ¹	Persons EDU	Persons Demand Factor	Structural Area per Unit	Structural Area EDU	Structural Area Demand Factor	Fire Facilities EDU Demand Factor
Calc		a	b = a / 2.54	c = b * 50%	d	e = d / 1,700	f = e * 50%	g = c + f
Single-Family Housing	DU	2.54	1.00	0.50	1,700	1.00	0.50	1.00
Multi-Family Housing	DU	1.85	0.73	0.36	900	0.53	0.26	0.63
Residential	DU	2.43	0.96	0.48	1,669	0.98	0.49	0.97
Retail / Commercial	KBSF	1.49	0.59	0.29	1,000	0.59	0.29	0.59
Office	KBSF	2.50	0.98	0.49	1,000	0.59	0.29	0.79
Industrial	KBSF	1.67	0.66	0.33	1,000	0.59	0.29	0.62
Agriculture	KBSF	0.33	0.13	0.06	1,000	0.59	0.29	0.36
Warehouse / Distribution	KBSF	0.50	0.20	0.10	1,000	0.59	0.29	0.39
Nonresidential	KBSF	1.77	0.70	0.35	1,000	0.59	0.29	0.64

Notes:

¹ Residents per unit is based on census data from the 2010 U.S. Census. All nonresidential density figures (except Agriculture) based on the 2001 "Employment Density Study" prepared by The Natelson Company, Inc. for the Southern California Association of Governments expressed in terms of the number of employees per 1,000 square feet of building area. The density figure for Agriculture is from the 2004 "Employment Density in the Puget Sound Region" report prepared by E.K. Pflum for the University of Washington.

EXISTING FIRE FACILITIES DEMAND EDUS

Figure 4 below calculates the Department's existing demand EDUs based on the total number of dwelling units and the estimated nonresidential building area within the Department. As shown, the total existing demand EDUs for the Department is 1,238. Existing demand EDUs represents the level of existing development served by the Department's existing facilities.

FIGURE 4 – EXISTING DEMAND EDUS

Land Use Categories	Unit	Units ¹	Fire Facilities EDU Demand Factor ²	Existing Demand EDUs
Calc		a	b	c = a * b
Single Family Housing	DU	1,045	1.00	1,045
Multi-Family Housing	DU	42	0.63	26
Nonresidential	KBSF	260	0.64	167
Total		1,347		1,238

Source: Mendocino County Assessor; SCI Consulting Group

Notes:

¹ Estimated housing unit count is from the Mendocino County Assessor Lien Roll as of February 2020. Nonresidential is estimated assuming a jobs-to-housing ratio of 0.5 and 565 sq. ft. of building area per employee.

DETERMINATION OF EXISTING FIRE SYSTEM FACILITIES

EXISTING FIRE SYSTEM FACILITIES

The next step in determining the Department's existing facilities standard is to calculate the replacement value of the Department's fire protection and emergency response facilities system. Figure 4 below presents a summary of replacement value (in 2020 dollars) for the Department's existing facilities (land and stations), apparatus (engines, ambulances, and other vehicles) and equipment (ancillary and station).

Fire station replacement costs are based on construction cost estimates from the Engineering News-Record Square Foot Costbook, 2016 Edition for fire station construction in the greater Sacramento area with a 12.4 percent adjustment for inflation. The estimated land value is based on market research conducted by SCI Consulting Group assessed land value for sales within 2019. The estimated replacement value of the Department's apparatus, vehicles, and equipment inventory is based on unit cost assumptions provided by the Department. Estimated values of older apparatus have been discounted from the replacement value of the new apparatus to reflect their age. (The detailed inventory and estimated replacement value for each is provided in Appendix B.)

As shown below, the estimated value of the Department's existing facilities, apparatus, and equipment is \$6.5 million in 2020 dollars.

FIGURE 5 – REPLACEMENT VALUE OF EXISTING FIRE SYSTEM FACILITIES

Fee Components	Total Replacement Value (2020\$)
Land	\$43,750
Stations / Other Buildings	\$3,439,368
Apparatus / Vehicles	\$2,421,300
Ancillary Equipment	\$581,000
Total Existing Fire System Facilities	\$6,485,418

Source: Anderson Valley Fire Department ; SCI Consulting Group

EXISTING FIRE FACILITIES STANDARD

The Department's ratio of existing facilities, apparatus, and equipment to the existing demand establishes the standard for determining new development's fair share of the cost to replace and expand the Department's facilities as growth occurs. As shown below, the standard is represented by the existing fire system facilities cost of \$5,238.63 per demand EDU.

FIGURE 6 – FIRE FACILITIES COST PER DEMAND EDU

Existing Fire System Facilities ¹	\$6,485,418
Existing Demand EDUs ²	1,238
Existing Fire Facility Cost Per EDU	\$5,238.63

Notes:

¹ See Figure 5.

² See Figure 4.

DETERMINATION OF THE FIRE IMPACT FEE

The Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of facilities, apparatus, and equipment attributable to the development on which the fee is imposed. In this section, the Department's facilities standard determined and then applied to seven land uses categories in proportion to the demand they create as measured by their fire facilities EDU demand factor.

RESIDENTIAL FIRE IMPACT FEE

Since residential land uses have different dwelling unit occupancies and sizes, the residential fire impact fee is expressed on a per square footage basis for the following three residential land use categories. The three residential land use categories are defined below.

- **"Single-family housing"** means detached and attached one-family dwelling units with an assessor's parcel number for each unit.
- **"Multifamily housing"** means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family.
- **"Accessory dwelling unit"** means a dwelling unit, or "granny flat," either a detached or attached dwelling unit, which provides complete, independent living facilities for one or more persons with provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary residence.

The fire impact fee shall be charged on the square footage within the perimeter of a residential structure. Garages, carports, walkways, overhangs, patios, enclosed patios, detached storage structures, or similar areas are excluded.

Figure 7, on the following page, presents the calculation of the Department's proposed residential fire impact fees. The District may approve, and the County may adopt on their behalf, the following fees at or below the levels determined by this Nexus Study. As shown, the residential fees are determined by multiplying the facilities standard by their respective facilities demand EDU factor plus an additional 4 percent for annual administration of the fire impact fee program. The fee program administrative cost component is designed to offset the cost of County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates, and other costs reasonably related to compliance with the Act.

FIGURE 7 – MAXIMUM RESIDENTIAL FIRE IMPACT FEES

Residential Land Use Category	Facility Standard ¹	Facilities Demand EDU Factor ²	Cost per Unit	Admin. Expense 4% ³	Average Living Area per Sq. Ft. ⁴	Proposed Residential Fees ⁵
Calc	a	b	c = a * b	d = c * 0.04	e	f = (c + d) / e
			<i>- per dwelling unit -</i>			<i>- per sq. ft. -</i>
Single-Family Housing	\$5,238.63	1.00	\$5,238.63	\$209.55	1,700	\$3.20
Multi-Family Housing	\$5,238.63	0.63	\$3,300.33	\$132.01	900	\$3.81
Accessory Dwelling Units	NA	NA	NA	NA	NA	See Note 6

Notes:

¹ See Figure 6.

² See Figure 3.

³ County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

⁴ Based on Mendocino County Assessor's Lien Roll Data as of February 2020.

⁵ Proposed residential fire impact fees are rounded down to the nearest cent.

⁶ Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

Pursuant to 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit "ADU" of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. For example, the calculation of the maximum park impact fee for the construction of a 750 square foot ADU on a single-family parcel would be charged at the single-family housing fee. ADUs less than 750 square feet of living area is exempt.

NONRESIDENTIAL FIRE IMPACT FEES

As stated earlier, the Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the fee and the type of development on which the fee is imposed. Since different nonresidential land uses have varying employment densities, the nonresidential fire impact fee is expressed per square foot of building area based on their respective facilities demand EDU factor for five nonresidential land use categories. The five nonresidential land use categories are as follows:

- **“Retail / Commercial”** means retail, commercial, educational and hotel/motel construction;
- **“Office”** means general, professional, and medical office construction;
- **“Industrial”** means manufacturing construction;
- **“Agriculture”** means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products, including storage coolers. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged; nor shall it be a place used by the public; and
- **“Warehouse / Distribution”** means buildings devoted to the storage or distribution of non-agricultural products. A distribution center for a set of products is a warehouse or other specialized building, which is stocked with products or goods to be redistributed to retailers, wholesalers, or directly to consumers.

The nonresidential fee shall be charged for “covered and enclosed space” within the perimeter of a nonresidential structure. Any storage areas incidental to the principal use of the development, garage, parking structure, unenclosed walkway, or utility or disposal area are excluded.

Figure 8 on the following page presents the calculation of the nonresidential fire impact fees. The District may approve, and the County may adopt on their behalf, the following fees at or below the levels determined by this Nexus Study. As shown, the fees for the five nonresidential land uses are determined by multiplying the facility standard by their respective facilities demand factor plus an additional 4 percent for administration of the fire impact fee program.

FIGURE 8 – MAXIMUM NONRESIDENTIAL FIRE IMPACT FEES

Nonresidential Land Use Category	Facility Standard ¹	Facilities Demand EDU Factor ²	Cost per Unit	Admin. Expense 4% ³	Total Cost per Unit	Proposed Nonres. Fire Impact Fee ⁴
Calc	a	b	c = a * b	d = c * 0.04	e = c + d	f = e / 1,000
			<i>- per 1,000 sq. ft. of building area -</i>			<i>- per sq. ft. -</i>
Retail / Commercial	\$5,238.63	0.59	\$3,091	\$123.63	\$3,214.42	\$3.21
Office	\$5,238.63	0.79	\$4,139	\$165.54	\$4,304.05	\$4.30
Industrial	\$5,238.63	0.62	\$3,248	\$129.92	\$3,377.87	\$3.37
Agriculture	\$5,238.63	0.36	\$1,886	\$75.44	\$1,961.34	\$1.96
Warehouse / Distribution	\$5,238.63	0.39	\$2,043	\$81.72	\$2,124.79	\$2.12

Notes:

¹ See Figure 6.² See Figure 3.³ County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.⁴ Proposed nonresidential fire impact fees are rounded down to the nearest cent.

PROPOSED FIRE IMPACT FEES

To keep the District's fire impact fees in line with similar fees of other Mendocino County Fire Protection Districts, the District Board of Directors approves the following fire impact fees, which are approximately two-thirds of the maximum allowable fees.

FIGURE 9 – PROPOSED FIRE IMPACT FEES

Land Use Category	Proposed Fire Impact Fee
Residential Development	Per Living Sq. Ft.
Single-Family Housing	\$2.13
Multi-Family Housing	\$2.54
Accessory Dwelling Unit	See Note 2
Nonresidential Development	Per Building Sq. Ft.
Retail / Commercial	\$2.14
Office	\$2.87
Industrial	\$2.25
Agriculture	\$1.31
Warehouse / Distribution	\$1.41

Notes:

¹ The proposed fire impact fee is rounded to the nearest whole cent.

² Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

PROJECTED FIRE IMPACT FEE REVENUE

Figure 11 projects fee revenue through 2040. Total fire impact fee revenue (in 2020 dollars) is then estimated by multiplying the facilities standard by demand EDU growth.

FIGURE 10 – PROJECTED FIRE IMPACT FEE REVENUE

Land Use Category	Current Demand EDUs (2020) ¹	Estimated Demand EDU Growth (2040) ²	Total Cost per Demand EDU ³	Projected Fire Impact Fee Revenue (2020\$)
Calc	a	b	c	d = b * c
Residential	1,071	39	\$5,238.63	\$205,000
Nonresidential	167	18	\$5,238.63	\$92,000
Total	1,238	57	\$5,238.63	\$297,000

Source: Anderson Valley Fire Department; SCI Consulting Group

Notes:

¹ See Figure 4.

² Estimated Demand EDUs based on projected residential annual growth rate of 0.18% , or approximately 2 new housing units per year and projected nonresidential annual growth rate of 0.5% .

³ See Figure 6.

USE OF FIRE IMPACT FEE REVENUE

It is important to note at the fire impact fee program is designed not to be dependent on a specific capital improvement plan and a particular level of new development. Only enough fee revenue will be generated for the Department to expand its existing level of service to serve the growing community.

Fee revenue may be used to fund up to 100% of the cost of the new land for fire stations, construction of new fire stations, expansion of existing fire stations, and the purchase of apparatus, vehicle, and equipment purchases added to the Department existing inventory. Since the Department will need to replace apparatus, vehicles, and equipment more quickly due to the increased service calls from the growth in the persons and structure area created by new development, the Department may use fee proceeds to fund up to 4.6 percent of the replacement cost of existing apparatus, vehicle, and equipment. Fee revenue may not be used to fund 1) the renovation of existing facilities, and 2) operational, maintenance, or repair costs.

The Department will need to fund existing deficiencies with other funding sources. Other potential funding sources include, but are not limited to, a general obligation bond measure, state and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

NEXUS FINDINGS

This section frames the Nexus Study findings in terms of the legislated requirements to demonstrate the legal justification of the fire impact fees. The justification of the fire impact fees on new development must provide information as set forth in Government Code § 66000. These requirements are discussed below.

PURPOSE OF FEE

The purpose of the fire impact fee is to fund the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the Department. The fire impact fees will ensure that new development will not burden existing development with the cost of facilities required to accommodate growth as it occurs within the Department.

USE OF FEE REVENUE

Fee revenue will be used to fund the cost of new and expanded facilities, apparatus, and equipment to serve new development. Provided below is a summary of the allowable and prohibited uses of fee revenue.

FIGURE 11 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

<u><i>Allowable Uses</i></u>	<u><i>Prohibited Uses</i></u>
<ul style="list-style-type: none"> <i>The cost of new (added) or expanded land and facilities (100%)</i> <i>The cost of apparatus, vehicles and equipment purchases that expand the system inventory (100%)</i> <i>Facility costs already incurred to provide growth-related capacity (100%)</i> <i>The portion of apparatus and vehicles replacement costs attributable to new development (4.6%)</i> <i>The portion of a renovation project that expands service capacity</i> 	<ul style="list-style-type: none"> <i>Existing deficiencies, such as improvements to existing facilities that do not expand service capacity</i> <i>The portion of apparatus and vehicles replacement costs attributable to existing development (95.4%)</i> <i>Operational, maintenance or repair costs</i>

BENEFIT RELATIONSHIP

The fee will be collected as development occurs. In order to maintain its existing level of fire protection and emergency response services, fee revenue will be used to replace and expand the Department's facilities, apparatus, and equipment to meet the additional demand generated by the new residents and employees and new structural area created by new development projects.

Fee revenue will be deposited into a separate fire impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the Department. The fee revenue will be restricted to uses described in the "Use of Fee Revenue" finding. These actions ensure development projects paying the fees will benefit from their use.

IMPACT RELATIONSHIP

New residential and nonresidential development projects in the Department will grow the persons (residents and employees) and the structural area (residential area and nonresidential building area) in persons live or work. The growth in persons and structural area will create additional need for the Department's fire protection and prevention, emergency response service, and a corresponding need for new or expanded facilities and replacement of apparatus, vehicles, and equipment. The fee will be imposed on different types of development projects for the additional service population generated and structural area created by new development projects.

PROPORTIONALITY RELATIONSHIP

The cost of fire protection facilities, apparatus, and equipment attributable to a development project is based upon the level of existing development served by the Department's existing fire protection and emergency response facilities. The use of a facility standard methodology to determine the fire impact fee achieves proportionality between existing development and new development. Moreover, these equivalent costs are applied to seven land use categories in proportion to the need they create for improved and expanded facilities.

Larger development projects will generate a higher number of persons and structural area to protect and, as a result, will pay a higher fee than smaller development projects. Thus, the application of the fire impact fee schedule to a specific project ensures a reasonable relationship between the fee and the cost of the facilities, apparatus, and equipment attributable to that project.

FEE PROGRAM ADOPTION REQUIREMENTS

The following are the general requirements for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the Department. The specific statutory requirements for the adoption of the fee program are found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.) and County Ordinance Code Chapter 5.36.

SCI recommends that the notice and hearing requirements be satisfied by the District Board for approval and also by the County Board of Supervisors for adoption.

ANDERSON VALLEY COMMUNITY SERVICES DISTRICT

1. The District Board of Directors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the proposed fee program.
2. At least 14 days before the meeting, the District shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least ten days before the meeting, the District shall make available to the public the Nexus Study for review.
4. At least ten days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt a resolution approving the Nexus Study and proposed fee program with a recommendation that the County Board of Supervisors adopts the proposed fee program on behalf of the District.

MENDOCINO COUNTY

1. The County Board of Supervisors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 14 days before the meeting, the County shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least ten days before the meeting, the County shall make available to the public the Nexus Study for review.

4. At least ten days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt an ordinance establishing the proposed fee program on behalf of the District.
6. The fire impact fees take effect 60 days after the adoption of the County ordinance.

FEE PROGRAM ADMINISTRATION REQUIREMENTS

This section contains general requirements for the administration of the fee program. The specific statutory requirements for the administration of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

ACCOUNTING REQUIREMENTS

Proceeds from the fire impact fee should be deposited into a separate fund or account so that there will be no commingling of fees with other revenue. The fire impact fees should be expended solely for the purpose for which they were collected. Any interest earned by such account should be deposited in that account and expended only for the purpose for which originally collected.

REPORTING REQUIREMENTS

The following information, entitled *Annual Report*, must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District shall review the information made available to the public pursuant to paragraph (1) at the next regularly scheduled public meeting, not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District or the County for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any fire impact fee proceeds, and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended fire impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make all of the following findings, entitled Five-Year Report, with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

A refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Section 66001 (e) of the Government Code, shall be provided to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

TRANSPARENCY REQUIREMENTS

Pursuant to AB 1483 enacted in 2019, the District must clearly post the information on the District's website regarding the fee program:

- The current fee schedule indicated the effective date when approved by the County Board of Supervisors.
- Current and five previous annual accounting reports.
- Fire Impact and Emergency Response Fee Nexus Study, Final Report

AUTOMATIC ANNUAL INFLATIONARY ADJUSTMENT

In order for the Department to maintain its level of service, the fee will need to be automatically adjusted annually commensurate with changes in the cost of facilities, apparatus, and equipment. Therefore, the fire impact fee should be adjusted on July 1 of each fiscal year by the percentage change in an appropriate engineering cost index as published by the Engineering News-Record, or its successor publication for the preceding twelve months.

IMPROVEMENTS IN-LIEU OF FEES

Subject to certain restrictions, if a developer dedicates land, constructs facilities or provide apparatus/equipment for the Department, the fire impact fees imposed on that development project may be adjusted to reflect a fee credit for the cost of the dedicated land, facilities constructed and apparatus/equipment provided.

FEE CREDITS

In order to comply with the Act and recent court cases, a fee credit must be given for demolished existing square footage as part of a new development project.

FEE EXEMPTIONS

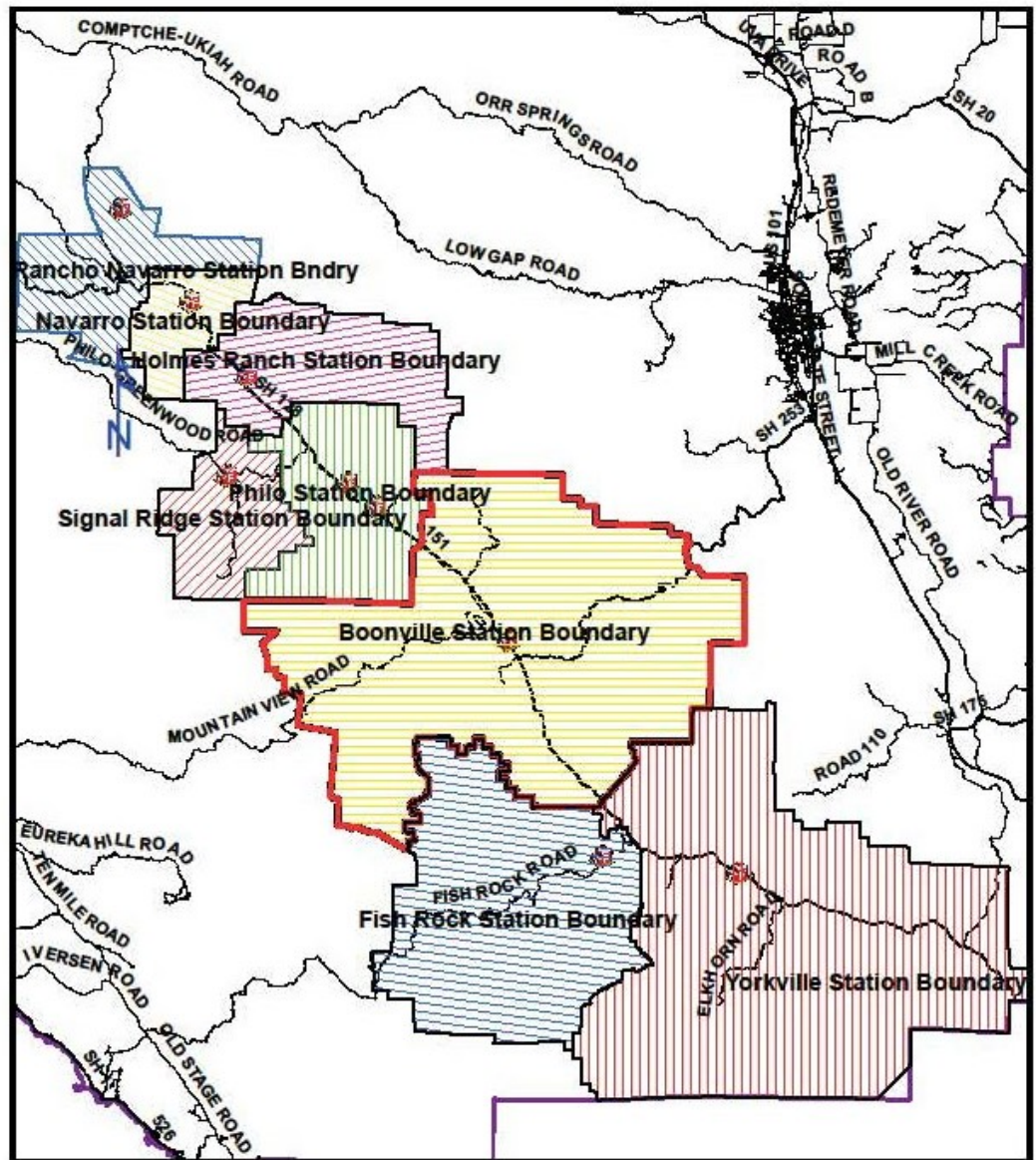
Accessory dwelling units less than 750 square feet of living area are exempt.

APPENDICES

Appendix A –Department Service Map

Appendix B – Fire System Inventory and Replacement Cost Estimates

APPENDIX A – DEPARTMENT SERVICE MAP



APPENDIX B – FIRE SYSTEM INVENTORY AND REPLACEMENT COST ESTIMATES

FIGURE 12 – EXISTING LAND AND BUILDING INVENTORY

Fire Station	Unit	Unit Cost	Replacement Cost (2020\$)
Calc	a	b	c = a * b
Fire Station 741 (14281 HWY 128, Boonville)			
Land	0.25 acres	\$35,000 per acre	\$8,750
Buildings	4988 sq. ft.	\$371.81 sq. ft.	\$1,820,368
Land	0.10 acres	\$25,000 per acre	\$2,500
Buildings	1296 sq. ft.	\$250.00 sq. ft.	\$324,000
Station 748 (7419 HWY 128, Philo)			
Land	1.30 acres	\$25,000 per acre	\$32,500
Buildings	2,680 sq. ft.	\$250.00 sq. ft.	\$670,000
Fire Station 749 (19200 Appian Way, Navarro)			
Land	0.25 acres	\$0 per acre	\$0
Buildings	2,500 sq. ft.	\$250.00 sq. ft.	\$625,000
Total Existing Facilities (Land and Buildings)			\$3,483,118

Source: Anderson Valley Fire Department; SCI Consulting Group

Notes:

¹ Stations not owned by the District are excluded.

FIGURE 13 – EXISTING APPARATUS AND EQUIPMENT INVENTORY

Make / Model	#	Type	Year Built	Apparatus / Vehicles ¹	Ancillary Equipment	Replacement Value (2020\$)
2005 FMC Interface	7489	Type II Wildland Engine	2005	\$200,000	\$52,000	\$252,000
2011 HMC Interface Engine	7484	Type III Interface Engine	2011	\$277,500	\$52,000	\$329,500
2011 Ford F550	7431	Rescue / Command Vehicle	2011	\$36,000	\$10,000	\$46,000
1995 Ford L8000	7499	Water Tender	1995	\$96,300	\$30,000	\$126,300
2014 Ford F-450	7464	Type VI Engine	2014	\$150,000	\$30,000	\$180,000
2010 Kenworth Pumper	7481	Type II Engine	2010	\$200,000	\$52,000	\$252,000
2001 HME Interface	7487	Type I Interface Engine	2001	\$125,000	\$52,000	\$177,000
2018 CJ Tanker	7491	Water Tender	2018	\$385,000	\$30,000	\$415,000
2006 Ford Ambulance	7420	Ambulance	2006	\$100,000	\$69,000	\$169,000
2009 Chevy Silverado Pick-Up	7441	Utility Vehicle	2009	\$24,000	\$10,000	\$34,000
Decon 74 Ford 250		Trailer	1974	\$2,500	\$0	\$2,500
1982 Cargostar Intl 1850B	7488	Type II Engine	1982	\$100,000	\$52,000	\$152,000
2019 BME Wildland Engine	7471	Type III Wildland Engine	2019	\$310,000	\$52,000	\$362,000
2019 Ford F350	7400	Type VI Engine	2019	\$65,000	\$30,000	\$95,000
2020 Ford F-550	7466	Ambulance	2020	\$200,000	\$30,000	\$230,000
2015 Ford F-550	7421	Type VI Engine	2015	\$150,000	\$30,000	\$180,000
Total Apparatus and Equipment				\$2,421,300	\$581,000	\$3,002,300

Source: Anderson Valley Fire Department; SCI Consulting Group

Notes:

¹ Value based on estimated current replacement value. Adjustments have been made to discount apparatus and vehicles based on age (0 - 5 years at 100% , 6-10 years at 75% ; 11 - 15 years at 50% and 16 years or more at 25% .) Excludes apparatus and vehicles owned by other parties for the Department's use or determined by the Department to have no inventory or sales value.

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Anderson Valley Community Services District
Capital Fire Facilities and Equipment Plan

Description	Location	Size/Type	Timing of Availability	Facilities	Apparatus	Equipment	Total Estimated Cost (2021\$)
Facilities							
Training Facility (Grounds)	7419 Hwy 128, Philo	1 Acre	2024	\$150,000			\$150,000
Training Facility (Classroom)	7419 Hwy 128, Philo	2500 SqFt	2024	\$150,000			\$150,000
Fuel Dispensary	12400 Mountain View Rd., Boonville	1000 gallon	2022	\$30,000			\$30,000
Greenwood Ridge Fire Station	21600 Signal Ridge Rd. Philo	1600 SqFt	2027	\$150,000			\$150,000
Fire/ EMS Boonville Station Expansion	14281 Hwy 128, Boonville	2500 SqFt	2025	\$500,000			\$500,000
Fire/ EMS Designated Living Facilities	14281 Hwy 128, Boonville	2500 SqFt	2025	\$150,000			\$150,000
Apparatus, Vehicles and Ancillary Equipment							
Wildland Engine	2771 Guntley Rd., Philo	Type 3	2024		\$350,000		\$350,000
Wildland Engine	25400 Hwy 128, Yorkville	Type 3	2029		\$350,000		\$350,000
Wildland Engine	21600 Signal Ridge Rd., Philo	Type 3	2026		\$350,000		\$350,000
Water Tender (Tactical)	7419 Hwy 128, Philo	Type 1	2022		\$230,000		\$230,000
Water Tender (Tactical)	25400 Hwy 128, Yorkville	Type 1	2025		\$230,000		\$230,000
Brush Patrol/ Quick Attack Engine	170 Hwy 128, Navarro	Type 6	2025		\$90,000		\$90,000
Brush Patrol/ Quick Attack Engine	19200 Appian Way, Rancho Navarro	Type 6	2030		\$90,000		\$90,000
Rescue Vehicle	14281 Hwy 128, Boonville	Light Duty	2028		\$140,000		\$140,000
Rescue Equipment/Tools	14281 Hwy 128, Boonville	Hydraulic	2028			\$60,000	\$60,000
Total Capital Fire Facilities and Equipment				\$1,130,000	\$1,830,000	\$60,000	\$3,020,000

Source: Anderson Valley Fire Department (Board-Adopted 03/23/21)

SEP 09 2021

Planning & Building Services

ANDERSON VALLEY ADVERTISER

13920 Hwy 128, Boonville CA 95415

Telephone (707) 895-3016

email ava@pacific.net

PROOF OF PUBLICATION

(2015.5 C.C.P)

STATE OF CALIFORNIA)

County of Mendocino)ss

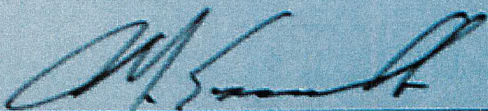
Notice Type: Public Hearing

Ad Description: Fire Protection Mitigation Fee...

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the **ANDERSON VALLEY ADVERTISER**, a newspaper printed in and published in the County of Mendocino, which has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of July 13th, 1956 Case Number 10361. That notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

9/1, 9/8/2021

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



Signature

Dated at Boonville, California

this 9th day of Sep, 2021.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Mendocino County Board of Supervisors at their regular meeting on Tuesday, September 14, 2021, at 9:00 a.m., or as soon thereafter as the matter may be heard, will conduct a public hearing to consider the approval of a Fire Protection Mitigation Fee and Capital Fire Facilities and Equipment Plan for the Anderson Valley Community Services District. 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/MendocinoCountyVideoor>

by toll-free, telephonic live stream at 888-544-8306

The agenda packet for this item, including the Capital Fire Facilities and Equipment Plan and the Nexus Study adopted by the Anderson Valley Community Services District, are available for public review on the Department of Planning and Building Services Website at:

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

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, 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>

Additional information regarding the above noted item may be obtained by calling the Clerk of the Board of Supervisors at 707-463-4441, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Board's decision 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 the Clerk of the Board of Supervisors by calling 707-463-4441 at least five days prior to the meeting.

IGNACIO Gonzalez,

Interim Director of Planning & Building Services

Published 9/1, 9/8/2021



Mendocino County Board of Supervisors Agenda Summary

Item #: 5C)

To: Board of Supervisors

From: County Counsel

Meeting Date: September 14, 2021

Department Contact: Matthew Kiedrowski

Phone: 234-6885

Item Type: Noticed Public Hearing

Time Allocated for Item: 30 min.

Agenda Title:

Noticed Public Hearing - Discussion and Possible Action Including Adoption of a Resolution Approving the Capital Fire Facilities and Equipment Plan and Adopting and Implementing Fire Protection Mitigation Fees for the Little Lake Fire Protection District Pursuant to Mendocino County Code Chapter 5.36
(Sponsor: County Counsel)

Recommended Action/Motion:

Adopt Resolution approving the Capital Fire Facilities and Equipment Plan and adopting and implementing Fire Protection Mitigation Fees for the Little Lake Fire Protection District Pursuant to Mendocino County Code Chapter 5.36, and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Adoption of Ordinance No. 4175 adding Chapter 5.36 - Fire Protection Mitigation Fee to the Mendocino County Code.

Summary of Request:

The Little Lake Fire Protection District ("District") has taken the necessary steps to adopt a fire protection mitigation fee pursuant to the Mitigation Fee Act (Government Code section 66000 *et seq.*) and Mendocino County Code Chapter 5.36. On February 9, 2021, the District adopted a resolution approving a Nexus Study for a Fire Impact Fee and adopting a Capital Fire Facilities and Equipment Plan ("Plan") and requesting the Board of Supervisors to implement fire protection mitigation fees for the District, and then forwarded that resolution to the County. In response, County staff have noticed this meeting pursuant to the Mitigation Fee Act and Mendocino County Code Chapter 5.36.

Attached as part of this agenda item is a resolution prepared for the Board's consideration, which includes the District's resolution, Nexus Study and Plan as an exhibit. District staff will be available for any questions of the Board.

Alternative Action/Motion:

Not adopt resolution, provide direction to staff.

How Does This Item Support the General Plan? N/A

Item #: 5c)

Supervisory District: District 3

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: Yes

CEO Liaison: Darcie Antle, Assistant CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 14, 2021

Final Status: **Adopted**

Executed Item Type: **Resolution** Number: 21
-128



RESOLUTION NO. 21-128

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE CAPITAL FIRE FACILITIES AND EQUIPMENT PLAN AND ADOPTING AND IMPLEMENTING FIRE PROTECTION MITIGATION FEES FOR THE LITTLE LAKE FIRE PROTECTION DISTRICT PURSUANT TO MENDOCINO COUNTY CODE CHAPTER 5.36

WHEREAS, on October 17, 2006, the Board of Supervisors adopted Ordinance No. 4175, relating to fire protection mitigation fees, which was later codified as Mendocino County Code Chapter 5.36; and

WHEREAS, pursuant to Mendocino County Code Chapter 5.36, local fire protection districts may seek approval by the Board of Supervisors for the assessment and implementation of fire protection mitigation fees associated with new development within the boundaries of said districts; and

WHEREAS, the Little Lake Fire Protection District has adopted a resolution and a capital fire facilities and equipment plan pursuant to section 5.36.040 of the Mendocino County Code, and presented the same to the Clerk of the Board of Supervisors; and

WHEREAS, upon the implementation of said fire mitigation fee, the Little Lake Fire Protection District will comply with the provisions of Mendocino County Code Chapter 5.36.

NOW, THEREFORE, BE IT RESOLVED, that the Mendocino County Board of Supervisors hereby approves the resolution and capital fire facilities and equipment plan, for the area within the district boundaries of the Little Lake Fire Protection District, in the form attached to this Resolution as Exhibit A, finding that the documents meet the requirements of Chapter 5.36 of the Mendocino County Code and Government Code section 66000 *et seq.*

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby approves a fire mitigation fee for, and to be collected by, the Little Lake Fire Protection District, with fees as specified in Little Lake Fire Protection District Resolution No. 2021-2 on applicants for development projects within the district boundaries of the Little Lake Fire Protection District, to be effective in 60 days (pursuant to Government Code section 66017) from the date of adoption of this resolution.

BE IT FURTHER RESOLVED that the Little Lake Fire Protection District is hereby directed to notify the County building official of the effective date of its mitigation fee.

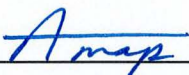
BE IT FURTHER RESOLVED that by March 31 of each year following the year of the original adoption of a resolution and approval by the Board of Supervisors of fire mitigation fees under Mendocino County Code Chapter 5.36, the Little Lake Fire Protection District shall submit a copy of a new resolution adopted by the District's governing body making the findings required by section 5.36.040(A) of said Chapter and identifying the fire mitigation fees requested by the fire district. If the resolution proposes to increase the fire mitigation fees, the resolution shall only become effective if approved by the Board of Supervisors in the manner set forth in section 5.36.40(D) of said Chapter 5.36. A revision of fire mitigation fees shall become effective the following July 1.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 14th day of September, 2021, by the following vote:

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

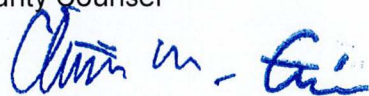
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.


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

BOS Resolution Exhibit A



**LITTLE LAKE
FIRE PROTECTION DISTRICT**



1575 Baechtel Rd. • Willits, California 95490
(707)459-6271 • Fax (707)459-7898

Chris Wilkes
Fire Chief

**RESOLUTION NO. 2021-2
OF THE BOARD OF DIRECTORS
OF THE LITTLE LAKE FIRE PROTECTION DISTRICT
February 9, 2021**

**RESOLUTION APPROVING THE LITTLE LAKE FIRE PROTECTION
DISTRICT FIRE IMPACT FEE NEXUS STUDY AND REQUESTING THE
MENDOCINO COUNTY OF BOARD OF SUPERVISORS ADOPT AND
IMPLEMENT THE PROPOSED FIRE IMPACT FEE PROGRAM ON
BEHALF OF THE DISTRICT**

WHEREAS, the Board of Directors of the Little Lake Fire Protection District ("District"), recognizes that continuing development within the District places added responsibilities and cost to the District; and

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 allowing the establishing, increasing or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the District Board of Directors ("District Board") desires to establish a new Fire Impact Fee program ("Fees or Fee Program") for the District to fund fire protection facilities, apparatus and equipment necessary to mitigate the impacts caused by new development with the District's Sphere of Influence; and

WHEREAS, the County of Mendocino ("County") has, by Ordinance No. 4175, established and implemented a procedure for the adoption of such Fees and to ensure the imposition and collection of these Fees in connection with the issuance of building permits. The Fees are to be allocated to the District for the acquisition of capital facilities and equipment in order to ensure the provision of the capital facilities and equipment necessary to maintain current levels of fire protection services that are required as the result of new development projects within the boundaries of the District's Sphere of Influence pursuant to County Code Chapter 5.36; and

WHEREAS, the District Board has received and considered the District's Fire Impact Fee Nexus Study prepared by SCI Consulting Group dated May 2020 Final Report ("Nexus Study") that provides the required information to establish a new Fire Impact Fee program.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

- 1) The District Board hereby receives and approves the Nexus Study.

- 2) Prior to the adoption of this Resolution, the District conducted a public hearing at which oral and written presentations were made, as part of the District Board's July 14, 2020 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in the local newspaper. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to the Resolution by way of such public meeting, the District received the Nexus Study attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.
- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the District, hereby makes the following findings:
 - a) The District does not have existing fire protection facilities and equipment that could provide an adequate level of services to new development within the District's Sphere of Influence; and
 - b) The District does not have sufficient funds available to construct additional facilities and purchase additional equipment from fund balances, capital facility funds, property tax sources, fire suppression assessments, or any other available sources; and
 - c) The lack of additional fire protection facilities and equipment to service new development projects would create a situation that is dangerous to the public health and safety if fire protection mitigation fees are not levied within the District; and
 - d) The Fee Program and the Fees proposed in the Nexus Study and approved pursuant to this Resolution are for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District's service area; and
 - e) The Fee proposed in the Nexus Study and approved pursuant to this Resolution will be used to expand the District's facilities and equipment, and replace and expand the District's apparatus and vehicles to serve new development; and
 - f) The uses of the Fees proposed in the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue from the development projects will be used to expand the District's facilities and equipment, and replace and expand the District's apparatus and vehicles to meet the additional demand generated by the new residents and employees and new structural area created by the development projects; and

- g) The Fees proposed in the Nexus Study, and approved pursuant to this Resolution, bear a reasonable relationship to the need for fire protection and emergency response facilities, apparatus, and equipment in that each development project will create additional need for the District's fire protection and emergency response services and a corresponding need for new or expanded facilities, apparatus, and equipment. The Fees will be imposed on different types of development projects in proportion to the additional service population generated and structural area created by new development projects; and
 - h) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the Fee and the cost of the fire protection facilities, apparatus, and equipment attributable to the development on which the Fee is imposed in that the costs are based upon the level of existing development served by the District's existing fire protection facilities and applied proportionately land use categories in proportion to the need they create for expanded fire facilities, apparatus, and equipment.
- 4) The District finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding fire protection and emergency response facilities, apparatus, and equipment but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The District does hereby approve the following Fees on new development which shall be collected upon issuance of a building permit:

<u>Land Use</u>	<u>Fire Impact Fees</u>
<u>Residential Development</u>	<u>Per Living Area Sq. Ft.</u>
Single Family Housing	\$0.98
Multi-Family Housing	\$1.06
Mobile Home	\$0.94
Accessory Dwelling Unit	See Note
<u>Nonresidential Development</u>	<u>Per Building Sq. Ft.</u>
Retail / Commercial	\$0.99
Office	\$1.35
Industrial	\$1.06
Agriculture	\$0.60
Warehouse / Distribution	\$0.65

Note: Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in

relation to the square footage of the primary dwelling unit.
Accessory dwelling units less than 750 square feet of living area
are exempt.

- 6) The Fees imposed under the County Ordinance 4175 shall only be used to expand the availability of capital facilities and equipment to provide fire services to new development projects; and
- 7) The District shall place all funds collected under Ordinance 4175 and all interest subsequently accruing on these funds in a separate budget accounting category, known as "Little Lake Fire Protection District Fire Impact Fee", only for those purposes of providing capital improvements and equipment to serve new development projects; and
- 8) The District shall spend funds from the " Little Lake Fire Protection District Fire Impact Fee" budget accounting category only for those purposes of providing capital improvements and equipment to service new development projects; and
- 9) The District shall submit an annual report no later than October 31st of each year to the Clerk of the Board of Supervisors. The report shall include, but not be limited to: the balance in the account at the end of the prior fiscal year, the Fees received, the amount and type of expenditures made and the ending balance in the fund. In addition, the annual report shall specify the actions the District's plans to take to mitigate the facility and equipment needs caused by the new development projects in a capital fire facilities and equipment plan adopted at a notice public hearing. The District shall make available, upon request by the Clerk of the Board, a copy of the annual audited report; and
- 10) The District shall make its records that justify the basis for the Fee amounts available to the public upon request; and
- 11) The District shall agree to indemnify and defend the County and its officers, agents, and employees from any claim, action, or proceeding that arises from or is in any way related to the Fees; and
- 12) For the fifth fiscal year following the first deposit into the " Little Lake Fire Protection District Fire Impact Fee" account and every five (5) years thereafter, the District shall make all of the following findings with respect to any cash portion of the fees remaining unexpended ore uncommitted in the account:
 - (a) Identify the purpose to which the fee is to be put;
 - (b) Demonstrate a reasonable relationship between the fee and the purpose for which it was charged;
 - (c) Identify all sources and amounts of funding anticipated to complete financing all incomplete improvements, and
 - (d) Designate the approximate dates on which complete funding is expected to be

deposited into the account.


If the findings in subsections (12) (a) through (d) above are not made, the District shall refund, on a prorated basis, to the current record owner or owners of the development projects for which the fees were paid the unexpended and uncommitted portion of the fees and any interest accrued for which a need cannot be demonstrated.

IT IS HEREBY FURTHER RESOLVED that:

- 1) The District Board of Directors ("District Board") adopts the capital fire facilities and equipment plan, attached as Exhibit B, in compliance with Government Code Section 66002 at a noticed public hearing; and
- 2) The District will add a 10% charge to the Fee that reflects the District's reasonable costs of administering the fee and complying with all laws, ordinances, and regulations related to the Fee, including the requirements imposed by the County's Fire Protection Mitigation Fee Ordinance; and
- 3) The Fee Program may be amended annually or from time to time in accordance with the procedures and based upon the findings for such fees set forth in Government Code Section 66000 et seq., or any applicable successor statutes; and
- 4) Subject to the County Board's approval, on July 1st of each fiscal year, beginning in July 2022, the Fire Chief, or his/her designee shall make automatic annual adjustments to the Fees by a percentage equal to the percentage change in the "Engineering News Record's Construction Cost Index-20 Cities annual Average" for the proceeding twelve (12) month period calculated from January 1 to December 31. This adjustment will offset the effects of inflation related construction cost increases (or any deflation related decreases). If this index should cease publication, the Fire Chief shall use any appropriate official index published by the Bureau of Labor Statistics, or successor, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs may be evaluated annual and adjusted as necessary based on the current market conditions at the time. The Fire Chief shall present the new Fees or adopting by resolution of the District Board after at least one public hearing; and
- 5) The District Board formally requests that the County impose the specified fire mitigation fee on the District's behalf and that the County Board authorize the District to collect the Fee from applicants prior to issuance of a building permit for new construction with the District's Sphere of Influence; and
- 6) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

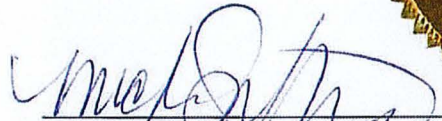
PASSED AND ADOPTED by the Board of Directors of the Little Lake Fire Protection District, at a regularly scheduled meeting held on the 9th of February, Two-thousand and Twenty-one, by the following vote of said District Board:

AYES: Tony Madrigal, Silip Lucier, Nancy Stipe and Arnie Mello
NOES: NONE
ABSTAIN: NONE
ABSENT: Tom Herman



Tony Madrigal, Chairman
Board of Directors

ATTEST:



Michelle Schnitzius, Secretary
Board of Directors



RESOLUTION NO. 21-128

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE CAPITAL FIRE FACILITIES AND EQUIPMENT PLAN AND ADOPTING AND IMPLEMENTING FIRE PROTECTION MITIGATION FEES FOR THE LITTLE LAKE FIRE PROTECTION DISTRICT PURSUANT TO MENDOCINO COUNTY CODE CHAPTER 5.36

WHEREAS, on October 17, 2006, the Board of Supervisors adopted Ordinance No. 4175, relating to fire protection mitigation fees, which was later codified as Mendocino County Code Chapter 5.36; and

WHEREAS, pursuant to Mendocino County Code Chapter 5.36, local fire protection districts may seek approval by the Board of Supervisors for the assessment and implementation of fire protection mitigation fees associated with new development within the boundaries of said districts; and

WHEREAS, the Little Lake Fire Protection District has adopted a resolution and a capital fire facilities and equipment plan pursuant to section 5.36.040 of the Mendocino County Code, and presented the same to the Clerk of the Board of Supervisors; and

WHEREAS, upon the implementation of said fire mitigation fee, the Little Lake Fire Protection District will comply with the provisions of Mendocino County Code Chapter 5.36.

NOW, THEREFORE, BE IT RESOLVED, that the Mendocino County Board of Supervisors hereby approves the resolution and capital fire facilities and equipment plan, for the area within the district boundaries of the Little Lake Fire Protection District, in the form attached to this Resolution as Exhibit A, finding that the documents meet the requirements of Chapter 5.36 of the Mendocino County Code and Government Code section 66000 *et seq.*

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby approves a fire mitigation fee for, and to be collected by, the Little Lake Fire Protection District, with fees as specified in Little Lake Fire Protection District Resolution No. 2021-2 on applicants for development projects within the district boundaries of the Little Lake Fire Protection District, to be effective in 60 days (pursuant to Government Code section 66017) from the date of adoption of this resolution.

BE IT FURTHER RESOLVED that the Little Lake Fire Protection District is hereby directed to notify the County building official of the effective date of its mitigation fee.

BE IT FURTHER RESOLVED that by March 31 of each year following the year of the original adoption of a resolution and approval by the Board of Supervisors of fire mitigation fees under Mendocino County Code Chapter 5.36, the Little Lake Fire Protection District shall submit a copy of a new resolution adopted by the District's governing body making the findings required by section 5.36.040(A) of said Chapter and identifying the fire mitigation fees requested by the fire district. If the resolution proposes to increase the fire mitigation fees, the resolution shall only become effective if approved by the Board of Supervisors in the manner set forth in section 5.36.40(D) of said Chapter 5.36. A revision of fire mitigation fees shall become effective the following July 1.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 14th day of September, 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



LITTLE LAKE FIRE PROTECTION DISTRICT



1575 Baechtel Rd. • Willits, California 95490
(707)459-6271 • Fax (707)459-7898

Chris Wilkes
Fire Chief

**RESOLUTION NO. 2021-2
OF THE BOARD OF DIRECTORS
OF THE LITTLE LAKE FIRE PROTECTION DISTRICT
February 9, 2021**

**RESOLUTION APPROVING THE LITTLE LAKE FIRE PROTECTION
DISTRICT FIRE IMPACT FEE NEXUS STUDY AND REQUESTING THE
MENDOCINO COUNTY OF BOARD OF SUPERVISORS ADOPT AND
IMPLEMENT THE PROPOSED FIRE IMPACT FEE PROGRAM ON
BEHALF OF THE DISTRICT**

WHEREAS, the Board of Directors of the Little Lake Fire Protection District ("District"), recognizes that continuing development within the District places added responsibilities and cost to the District; and

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 allowing the establishing, increasing or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the District Board of Directors ("District Board") desires to establish a new Fire Impact Fee program ("Fees or Fee Program") for the District to fund fire protection facilities, apparatus and equipment necessary to mitigate the impacts caused by new development with the District's Sphere of Influence; and

WHEREAS, the County of Mendocino ("County") has, by Ordinance No. 4175, established and implemented a procedure for the adoption of such Fees and to ensure the imposition and collection of these Fees in connection with the issuance of building permits. The Fees are to be allocated to the District for the acquisition of capital facilities and equipment in order to ensure the provision of the capital facilities and equipment necessary to maintain current levels of fire protection services that are required as the result of new development projects within the boundaries of the District's Sphere of Influence pursuant to County Code Chapter 5.36; and

WHEREAS, the District Board has received and considered the District's Fire Impact Fee Nexus Study prepared by SCI Consulting Group dated May 2020 Final Report ("Nexus Study") that provides the required information to establish a new Fire Impact Fee program.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

- 1) The District Board hereby receives and approves the Nexus Study.

- 2) Prior to the adoption of this Resolution, the District conducted a public hearing at which oral and written presentations were made, as part of the District Board's July 14, 2020 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in the local newspaper. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to the Resolution by way of such public meeting, the District received the Nexus Study attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.
- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the District, hereby makes the following findings:
 - a) The District does not have existing fire protection facilities and equipment that could provide an adequate level of services to new development within the District's Sphere of Influence; and
 - b) The District does not have sufficient funds available to construct additional facilities and purchase additional equipment from fund balances, capital facility funds, property tax sources, fire suppression assessments, or any other available sources; and
 - c) The lack of additional fire protection facilities and equipment to service new development projects would create a situation that is dangerous to the public health and safety if fire protection mitigation fees are not levied within the District; and
 - d) The Fee Program and the Fees proposed in the Nexus Study and approved pursuant to this Resolution are for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District's service area; and
 - e) The Fee proposed in the Nexus Study and approved pursuant to this Resolution will be used to expand the District's facilities and equipment, and replace and expand the District's apparatus and vehicles to serve new development; and
 - f) The uses of the Fees proposed in the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue from the development projects will be used to expand the District's facilities and equipment, and replace and expand the District's apparatus and vehicles to meet the additional demand generated by the new residents and employees and new structural area created by the development projects; and

- g) The Fees proposed in the Nexus Study, and approved pursuant to this Resolution, bear a reasonable relationship to the need for fire protection and emergency response facilities, apparatus, and equipment in that each development project will create additional need for the District's fire protection and emergency response services and a corresponding need for new or expanded facilities, apparatus, and equipment. The Fees will be imposed on different types of development projects in proportion to the additional service population generated and structural area created by new development projects; and
- h) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the Fee and the cost of the fire protection facilities, apparatus, and equipment attributable to the development on which the Fee is imposed in that the costs are based upon the level of existing development served by the District's existing fire protection facilities and applied proportionately land use categories in proportion to the need they create for expanded fire facilities, apparatus, and equipment.
- 4) The District finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding fire protection and emergency response facilities, apparatus, and equipment but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The District does hereby approve the following Fees on new development which shall be collected upon issuance of a building permit:

<u>Land Use</u>	<u>Fire Impact Fees</u>
<u>Residential Development</u>	<u>Per Living Area Sq. Ft.</u>
Single Family Housing	\$0.98
Multi-Family Housing	\$1.06
Mobile Home	\$0.94
Accessory Dwelling Unit	See Note
<u>Nonresidential Development</u>	<u>Per Building Sq. Ft.</u>
Retail / Commercial	\$0.99
Office	\$1.35
Industrial	\$1.06
Agriculture	\$0.60
Warehouse / Distribution	\$0.65

Note: Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in

relation to the square footage of the primary dwelling unit.
Accessory dwelling units less than 750 square feet of living area
are exempt.

- 6) The Fees imposed under the County Ordinance 4175 shall only be used to expand the availability of capital facilities and equipment to provide fire services to new development projects; and
- 7) The District shall place all funds collected under Ordinance 4175 and all interest subsequently accruing on these funds in a separate budget accounting category, known as "Little Lake Fire Protection District Fire Impact Fee", only for those purposes of providing capital improvements and equipment to serve new development projects; and
- 8) The District shall spend funds from the " Little Lake Fire Protection District Fire Impact Fee" budget accounting category only for those purposes of providing capital improvements and equipment to service new development projects; and
- 9) The District shall submit an annual report no later than October 31st of each year to the Clerk of the Board of Supervisors. The report shall include, but not be limited to: the balance in the account at the end of the prior fiscal year, the Fees received, the amount and type of expenditures made and the ending balance in the fund. In addition, the annual report shall specify the actions the District's plans to take to mitigate the facility and equipment needs caused by the new development projects in a capital fire facilities and equipment plan adopted at a notice public hearing. The District shall make available, upon request by the Clerk of the Board, a copy of the annual audited report; and
- 10) The District shall make its records that justify the basis for the Fee amounts available to the public upon request; and
- 11) The District shall agree to indemnify and defend the County and its officers, agents, and employees from any claim, action, or proceeding that arises from or is in any way related to the Fees; and
- 12) For the fifth fiscal year following the first deposit into the " Little Lake Fire Protection District Fire Impact Fee" account and every five (5) years thereafter, the District shall make all of the following findings with respect to any cash portion of the fees remaining unexpended ore uncommitted in the account:
 - (a) Identify the purpose to which the fee is to be put;
 - (b) Demonstrate a reasonable relationship between the fee and the purpose for which it was charged;
 - (c) Identify all sources and amounts of funding anticipated to complete financing all incomplete improvements, and
 - (d) Designate the approximate dates on which complete funding is expected to be

deposited into the account.


If the findings in subsections (12) (a) through (d) above are not made, the District shall refund, on a prorated basis, to the current record owner or owners of the development projects for which the fees were paid the unexpended and uncommitted portion of the fees and any interest accrued for which a need cannot be demonstrated.

IT IS HEREBY FURTHER RESOLVED that:

- 1) The District Board of Directors ("District Board") adopts the capital fire facilities and equipment plan, attached as Exhibit B, in compliance with Government Code Section 66002 at a noticed public hearing; and
- 2) The District will add a 10% charge to the Fee that reflects the District's reasonable costs of administering the fee and complying with all laws, ordinances, and regulations related to the Fee, including the requirements imposed by the County's Fire Protection Mitigation Fee Ordinance; and
- 3) The Fee Program may be amended annually or from time to time in accordance with the procedures and based upon the findings for such fees set forth in Government Code Section 66000 et seq., or any applicable successor statutes; and
- 4) Subject to the County Board's approval, on July 1st of each fiscal year, beginning in July 2022, the Fire Chief, or his/her designee shall make automatic annual adjustments to the Fees by a percentage equal to the percentage change in the "Engineering News Record's Construction Cost Index-20 Cities annual Average" for the proceeding twelve (12) month period calculated from January 1 to December 31. This adjustment will offset the effects of inflation related construction cost increases (or any deflation related decreases). If this index should cease publication, the Fire Chief shall use any appropriate official index published by the Bureau of Labor Statistics, or successor, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs may be evaluated annual and adjusted as necessary based on the current market conditions at the time. The Fire Chief shall present the new Fees or adopting by resolution of the District Board after at least one public hearing; and
- 5) The District Board formally requests that the County impose the specified fire mitigation fee on the District's behalf and that the County Board authorize the District to collect the Fee from applicants prior to issuance of a building permit for new construction with the District's Sphere of Influence; and
- 6) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Little Lake Fire Protection District, at a regularly scheduled meeting held on the 9th of February, Two-thousand and Twenty-one, by the following vote of said District Board:

AYES: Tony Madrigal, Silip Lucier, Nancy Stipe and Arnie Mello
NOES: NONE
ABSTAIN: NONE
ABSENT: Tom Herman



Tony Madrigal, Chairman
Board of Directors

ATTEST:



Michelle Schnitzius, Secretary
Board of Directors





LITTLE LAKE FIRE PROTECTION DISTRICT

FIRE IMPACT FEE NEXUS STUDY

MAY 2020
FINAL REPORT

PREPARED FOR:

BOARD OF DIRECTORS

LITTLE LAKE FIRE PROTECTION DISTRICT

PREPARED BY:

**SCI Consulting Group**

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FAIRFIELD, CALIFORNIA 94534
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FAX 707.430.4319
www.sci-cg.com

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LITTLE LAKE FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS

Tom Herman, Chair

Skip Lucier, Vice Chair

Arnie Mello, Clerk

Tony Madrigal, Director

Nancy Stipe, Director

FIRE CHIEF

Christopher Wilkes

IMPACT FEE CONSULTANT

Blair Aas, Director of Planning Services

SCI Consulting Group

ACKNOWLEDGMENTS

This Fire Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the Little Lake Fire Protection District ("District"). The work was accomplished under the general direction of Christopher Wilkes, Fire Chief of the District.

We want to acknowledge special efforts made by the following individuals and organizations for this project:

Michelle Schnitzius, Little Lake Fire Protection District
Mendocino County Auditor's Office
Mendocino County Assessor's Office

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EXECUTIVE SUMMARY

INTRODUCTION

This Fire Impact Fee Nexus Study ("Nexus Study") was prepared pursuant to the Mitigation Fee Act ("Act") as found in Government Code § 66000 et seq. The purpose of this Nexus Study is to establish the legal and policy basis for the collection of a new fire impact fee ("fee") on new development within the Little Lake Fire Protection District ("District").

As an urban/rural fire protection agency, the District provides first-responder fire protection and emergency response services to the City of Willits ("City") and the and the surrounding unincorporated Little Lake Valley (except for the Brooktrails community) in Mendocino County ("County"). Specifically, the District's services include fire prevention and suppression, wildland fire protection, emergency medical services, rescue and extraction, hazardous material response, and fire prevention services.

The purpose of the proposed fee is to fund the one-time cost of expanding the District's facilities, apparatus, and equipment in order to maintain its existing level of service. For purposes of this Nexus Study, the term "facilities" or "fire system facilities" refer to facilities (land, stations, and other buildings), apparatus (engines, ambulances, and other vehicles), and equipment (ancillary and station). The term "new development" refers to the persons (residents and employees working in the District's service area) and the structural area (residential area and nonresidential building area) in which the persons live or work.

In order to impose such fees, this Nexus Study demonstrates that a reasonable relationship between new development, the amount of the fee, and fire facilities, apparatus, and equipment funded by the fee. More specifically, this Nexus Study presents findings to meet the procedural requirements of the Mitigation Fee Act ("Act"), also known as AB 1600, which are as follows:

1. Identify the **purpose** of the fee.
2. Identify the **use** to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("**benefit relationship**").
4. Determine how there is a reasonable relationship between the need for the fire facilities and the type of development project on which the fee is imposed ("**impact relationship**").

5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("**proportional relationship**").

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan.

To determine the District's fire impact fee consistent with these **substantive requirements**, this Nexus Study utilizes a modified system-wide existing facility standard methodology. Under this widely-used method, the District's ratio of existing fire protection facilities, apparatus and equipment to existing development establishes the standard for determining new development's fair share of the cost to expand the District's fire system as growth occurs.

Existing development is determined based on the assumption that 50 percent of the need and demand for fire service (and associated facilities, apparatus, and equipment) is related to the persons (residents or employees), and the other 50 percent of the need is related to the structural area (i.e., living area or nonresidential building area) in which they live or work. The value of the District's existing fire system is determined using the replacement value of the District's existing inventory of fire protection facilities, apparatus, and equipment. These costs are then applied to nine land use categories in proportion to the need they create for fire protection and emergency response services to establish a cost/fee per square foot.

The Nexus Study also identifies the fair share cost of planned fire and emergency response services facilities needed to serve existing development at the same facilities standard applied to new development. The identification and use of a facilities standard ensure that new development will only fund the share of planned facilities needed to accommodate growth. Thus, consistent with the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the fee, and facilities, apparatus, and equipment funded by the fee.

The Nexus Study also details the **procedural requirements** for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the City Council and the County Board of Supervisors on behalf of the District. Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fee are provided in the last sections of the Nexus Study.

SUMMARY OF KEY FINDINGS

The following key findings from the Nexus Study are presented:

1. A fire impact fee is necessary to ensure that the District can adequately expand its fire protection facilities, apparatus, and equipment to accommodate the population and employment growth and new structural area created by new development.
2. Currently, the County and the City do not impose fire impact fees on behalf of the District.
3. The District may approve, and the City and County may adopt on their behalf, the following fee at or below the levels determined by this Nexus Study.

FIGURE 1 – MAXIMUM FIRE IMPACT FEE SCHEDULE

Land Use Category	Maximum Fire Impact Fee
	Per Living Sq. Ft.
Residential Development	
Single-Family Housing	\$0.98
Multi-Family Housing	\$1.06
Mobile Home	\$0.94
Accessory Dwelling Unit	See Note 2
	Per Building Sq. Ft.
Nonresidential Development	
Retail / Commercial	\$0.99
Office	\$1.35
Industrial	\$1.06
Agriculture	\$0.60
Warehouse / Distribution	\$0.65

Notes:

¹ The fire impact fee is rounded to the nearest whole cent.

² Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

4. Fee revenue may be used to fund 100% of the cost of new and expanded facilities, 100% of the cost of apparatus, vehicles, and equipment that expand the District's existing inventory, and up to 22.0 percent the replacement cost of apparatus, vehicle and equipment purchases.
5. Consistent with nexus requirements of the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the proposed fee, and facilities, apparatus, and equipment funded by the fee.

SUMMARY OF GENERAL RECOMMENDATIONS

Based on the findings presented in the Nexus Study, the following general recommendations are presented:

1. Since only cities and counties have land-use authority to impose development impact fees as a condition of project approval, the District's proposed fee must be adopted by the City and the County on behalf of the District.
2. The District's approved fee should be adopted and implemented in accordance with the applicable provisions of the Act.
3. The District should comply with the annual reporting requirements under Government Code § 66006(b).
4. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, the District should comply with the reporting requirements under Government Code § 66001(d).
5. The cost estimates presented in this Nexus Study are in January 2020 dollars. The fire impact fee should be adjusted automatically without further action by the District Board, the City Council, or the County Board on the first day of each fiscal year by the previous calendar percentage change in the Engineering News-Record Construction Cost Index (20-City Average).

DETERMINATION OF EXISTING DEVELOPMENT

The District serves both residences and businesses throughout their service area. As such, the demand for the District's services and associated facilities, apparatus, and equipment is measured by its service population and the structural area it protects. This section will first determine the service population and structural area within the District's service area. This data will be used to establish an existing facilities demand factor for the various residential, and nonresidential land uses within the District, which in turn will be used to determine existing development's total facilities demand.

EXISTING SERVICE POPULATION AND STRUCTURAL AREA

The District provides first-responder fire protection and emergency response services to the City of Willits ("City") and the and the surrounding unincorporated Little Lake Valley (with the exception of the Brooktrails community) in Mendocino County ("County"). Specifically, the District's services include fire prevention and suppression, wildland fire protection, emergency medical services, rescue and extraction, hazardous material response, and fire prevention services.

The District currently serves an estimated resident population of 9,194. The District's resident population estimate is based on figures from U.S. Census Bureau, 2017 ACS 5-Year Estimate, for the City of Willits and Little Lake Census County Division excluding the Brooktrails CDP area and assumes a 7.3 percent vacancy rate. The District also protects approximately 4,389 occupied and vacant housing units and approximately 1.8 million square feet of nonresidential building area. Estimated total housing units are from U.S. Census Bureau, 2017 ACS 5-Year Estimate, for Little Lake Census County Division excluding the Brooktrails CDP. Nonresidential is estimated assuming a jobs-to-housing ratio of 1.0 for the City of Willits and 0.5 for the unincorporated area and 552 sq. ft. of building area per employee.

FIRE FACILITIES DEMAND FACTOR

To determine the relative demand for fire facilities for various land uses, this Nexus Study relies on equivalent dwelling unit ("EDU") factors to compare fire facilities demand across multiple residential and nonresidential land uses. For purposes of this Nexus Study, it is assumed that 50 percent of the demand for fire protection and emergency response services is related to the persons (residents or employees), and the other 50 percent of the need is to protect the structural area (living area or nonresidential building area) in which the persons live or work.

The equivalent dwelling unit ("EDU") is also used to convert the nonresidential building area to a residential dwelling unit value. This approach allows for the cost of facilities, apparatus, vehicles, and equipment to be equitably apportioned among residential and nonresidential land uses.

Figure 2 on the following page shows the calculation of the fire facilities demand factor for nine land use categories. The residential land use categories are expressed per dwelling unit, and the nonresidential land use categories are expressed per square foot of building area. By this measure, for example, one single-family home creates the demand for the District's facilities, apparatus, and equipment equal to 560 square feet of retail/commercial building area.

FIGURE 2 – FIRE FACILITIES DEMAND FACTOR

Land Use Category	Unit	Persons per Unit ¹	Persons EDU	Persons Demand Factor	Structural Area per Unit	Structural Area EDU	Structural Area Demand Factor	Fire Facilities EDU Demand Factor
Calc		a	b = a / 2.61	c = b * 50%	d	e = d / 1,800	f = e * 50%	g = c + f
Single-Family Housing	DU	2.61	1.00	0.50	1,800	1.00	0.50	1.00
Multi-Family Housing	DU	1.50	0.57	0.29	900	0.50	0.25	0.54
Mobile Homes	DU	1.62	0.62	0.31	1,200	0.67	0.33	0.64
Residential	DU	2.22	0.85	0.43	1,636	0.91	0.45	0.88
Retail / Commercial	KBSF	1.49	0.57	0.29	1,000	0.56	0.28	0.56
Office	KBSF	2.50	0.96	0.48	1,000	0.56	0.28	0.76
Industrial	KBSF	1.67	0.64	0.32	1,000	0.56	0.28	0.60
Agriculture	KBSF	0.33	0.13	0.06	1,000	0.56	0.28	0.34
Warehouse / Distribution	KBSF	0.50	0.19	0.10	1,000	0.56	0.28	0.37
Nonresidential	KBSF	1.81	0.69	0.35	1,000	0.56	0.28	0.62

Notes:

¹ Residents per unit is based on census data from the 2010 U.S. Census. All nonresidential density figures (except Agriculture) based on the 2001 "Employment Density Study" prepared by The Natelson Company, Inc. for the Southern California Association of Governments expressed in terms of the number of employees per 1,000 square feet of building area. The density figure for Agriculture is from the 2004 "Employment Density in the Puget Sound Region" report prepared by E.K. Pflum for the University of Washington.

EXISTING FIRE FACILITIES DEMAND EDUS

Figure 3 below calculates the District's existing demand EDUs based on the total number of dwelling units and the estimated nonresidential building area within the District. As shown, the total existing demand EDUs for the District is 4,904. Existing demand EDUs represents the level of existing development served by the District's existing facilities.

FIGURE 3 – EXISTING DEMAND EDUS

Land Use Categories	Unit	Units ¹	Fire Facilities EDU Demand Factor ²	Existing Demand EDUs
Calc		a	b	c = a * b
Single Family Housing	DU	2,914	1.00	2,914
Multi-Family Housing	DU	647	0.54	349
Mobile Homes	DU	828	0.64	530
Nonresidential	KBSF	1,793	0.62	1,111
Total		6,182		4,904

Source: U.S. Census Bureau; California Department of Finance; SCI Consulting Group

Notes:

¹ Housing unit count is from U.S. Census Bureau, 2017 ACS 5-Year Estimate, for Little Lake Census County Division excluding the Brooktrails CDP. Nonresidential is estimated assuming a jobs-to-housing ratio of 1.0 for the City of Willits and 0.5 for the unincorporated area and 552 sq. ft. of building area per employee.

DETERMINATION OF EXISTING FIRE SYSTEM FACILITIES

EXISTING FIRE SYSTEM FACILITIES

The next step in determining the District's existing facilities standard is to calculate the replacement value of the District's fire protection and emergency response facilities system. Figure 4 below presents a summary of replacement value (in 2020 dollars) for the District's existing facilities (land and stations), apparatus (engines, ambulances, and other vehicles) and equipment (ancillary and station).

The replacement cost for the main station is based on the estimated replacement cost per square of \$667 for the planned new station. The estimated land value is based on market research conducted by SCI Consulting Group assessed land value for sales within 2019. The estimated replacement value of the District's apparatus, vehicles, and equipment inventory is based on unit cost assumptions provided by the District. Estimated values of older apparatus have been discounted from the replacement value of the new apparatus to reflect their age. (The detailed inventory and estimated replacement value for each is provided in Appendix A.)

As shown below, the estimated value of the District's existing facilities, apparatus, and equipment is \$8.4 million in 2020 dollars.

FIGURE 4 – REPLACEMENT VALUE OF EXISTING FIRE SYSTEM FACILITIES

Fee Components	Total Replacement Value (2020\$)
Land	\$235,500
Stations / Other Buildings	\$5,252,000
Apparatus / Vehicles	\$1,964,500
Ancillary Equipment	\$929,000
Total Existing Fire System Facilities	\$8,381,000

Source: Little Lake Fire Protection District ; SCI Consulting Group

EXISTING FIRE FACILITIES STANDARD

The District's ratio of existing facilities, apparatus, and equipment to the existing demand establishes the standard for determining new development's fair share of the cost to replace and expand the District's facilities as growth occurs. As shown below, the standard is represented by the existing fire system facilities cost of \$1,709.01 per demand EDU.

FIGURE 5 – FIRE FACILITIES COST PER DEMAND EDU

Existing Fire System Facilities ¹	\$8,381,000
Existing Demand EDUs ²	4,904
Existing Fire Facility Cost Per EDU	\$1,709.01

Notes:

¹ See Figure 4.

² See Figure 3.

DETERMINATION OF THE FIRE IMPACT FEE

The Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of facilities, apparatus, and equipment attributable to the development on which the fee is imposed. In this section, the District's facilities standard determined and then applied to nine land uses categories in proportion to the demand they create as measured by their fire facilities EDU demand factor.

RESIDENTIAL FIRE IMPACT FEE

Since residential land uses have different dwelling unit occupancies and sizes, the residential fire impact fee is expressed on a per square footage basis for the following four residential land use categories. The four residential land use categories are defined below.

- **"Single-family housing"** means detached and attached one-family dwelling units with an assessor's parcel number for each unit.
- **"Multifamily housing"** means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family.
- **"Mobile home"** means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.
- **"Accessory dwelling unit"** means a dwelling unit, or "granny flat," either a detached or attached dwelling unit, which provides complete, independent living facilities for one or more persons with provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary residence.

The fire impact fee shall be charged on the square footage within the perimeter of a residential structure. Garages, carports, walkways, overhangs, patios, enclosed patios, detached storage structures, or similar areas are excluded.

Figure 6 below presents the calculation of the District's proposed residential fire impact fees. The District may approve, and the County may adopt on their behalf, the following fee at or below the levels determined by this Nexus Study. As shown, the residential fees are determined by multiplying the facilities standard by their respective facilities demand EDU factor plus an additional 4 percent for annual administration of the fire impact fee program. The fee program administrative cost component is designed to offset the cost of County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates, and other costs reasonably related to compliance with the Act.

FIGURE 6 – MAXIMUM RESIDENTIAL FIRE IMPACT FEES

Residential Land Use Category	Facility Standard ¹	Facilities Demand EDU Factor ²	Cost per Unit	Admin. Expense 4% ³	Average Living Area per Sq. Ft. ⁴	Proposed Residential Fees ⁵
Calc	a	b	c = a * b	d = c * 0.04	e	f = (c + d) / e
			<i>- per dwelling unit -</i>			<i>- per sq. ft. -</i>
Single-Family Housing	\$1,709.01	1.00	\$1,709.01	\$68.36	1,800	\$0.98
Multi-Family Housing	\$1,709.01	0.54	\$922.87	\$36.91	900	\$1.06
Mobile Homes	\$1,709.01	0.64	\$1,093.77	\$43.75	1,200	\$0.94
Accessory Dwelling Units	NA	NA	NA	NA	NA	See Note 6

Notes:

¹ See Figure 5.

² See Figure 2.

³ County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

⁴ Based on Mendocino County Assessor's Lien Roll Data as of July 1, 2019.

⁵ Proposed residential fire impact fees are rounded down to the nearest cent.

⁶ Pursuant to Govt. Code § 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

Pursuant to 65852.2(f)(3)(A), the fire impact fee for an accessory dwelling unit "ADU" of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. For example, the calculation of the maximum park impact fee for the construction of a 750 square foot ADU on a single-family parcel would be charged at the single-family housing fee. ADUs less than 750 square feet of living area are exempt.

NONRESIDENTIAL FIRE IMPACT FEES

As stated earlier, the Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the fee and the type of development on which the fee is imposed. Since different nonresidential land uses have varying employment densities, the nonresidential fire impact fee is expressed per square foot of building area based on their respective facilities demand EDU factor for five nonresidential land use categories. The five nonresidential land use categories are as follows:

- **“Retail / Commercial”** means retail, commercial, educational and hotel/motel construction;
- **“Office”** means general, professional and medical office construction;
- **“Industrial”** means manufacturing construction;
- **“Agriculture”** means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products, including storage coolers. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged; nor shall it be a place used by the public; and
- **“Warehouse / Distribution”** means buildings devoted to the storage or distribution of non-agricultural products. A distribution center for a set of products is a warehouse or other specialized building, which is stocked with products or goods to be redistributed to retailers, wholesalers, or directly to consumers.

The nonresidential fee shall be charged for “covered and enclosed space” within the perimeter of a nonresidential structure. Any storage areas incidental to the principal use of the development, garage, parking structure, unenclosed walkway, or utility or disposal area are excluded.

Figure 7 on the following page presents the calculation of the nonresidential fire impact fees. The District may approve, and the County may adopt on their behalf, the following fees at or below the levels determined by this Nexus Study. As shown, the fees for the five nonresidential land uses are determined by multiplying the facility standard by their respective facilities demand factor plus an additional 4 percent for administration of the fire impact fee program.

FIGURE 7 – MAXIMUM NONRESIDENTIAL FIRE IMPACT FEES

Nonresidential Land Use Category	Facility Standard ¹	Facilities Demand EDU Factor ²	Cost per Unit	Admin. Expense 4% ³	Total Cost per Unit	Proposed Nonres. Fire Impact Fee ⁴
Calc	a	b	c = a * b	d = c * 0.04	e = c + d	f = e / 1,000
<i>- per 1,000 sq. ft. of building area -</i>						
Retail / Commercial	\$1,709.01	0.56	\$957	\$38.28	\$995.33	\$0.99
Office	\$1,709.01	0.76	\$1,299	\$51.95	\$1,350.80	\$1.35
Industrial	\$1,709.01	0.60	\$1,025	\$41.02	\$1,066.42	\$1.06
Agriculture	\$1,709.01	0.34	\$581	\$23.24	\$604.31	\$0.60
Warehouse / Distribution	\$1,709.01	0.37	\$632	\$25.29	\$657.63	\$0.65

Notes:

¹ See Figure 5.² See Figure 2.³ County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.⁴ Proposed nonresidential fire impact fees are rounded down to the nearest cent.

PROJECTED FIRE IMPACT FEE REVENUE

Figure 8 projects fee revenue through 2040. Total fire impact fee revenue (in 2020 dollars) is then estimated by multiplying the facilities standard by demand EDU growth.

FIGURE 8 – PROJECTED FIRE IMPACT FEE REVENUE

Land Use Category	Current Demand EDUs (2020) ¹	Estimated Demand EDU Growth (2040) ²	Total Cost per Demand EDU ³	Projected Fire Impact Fee Revenue (2020\$)
Calc	a	b	c	d = b * c
Residential	3,263	718	\$1,709.01	\$1,228,000
Nonresidential	1,111	245	\$1,709.01	\$418,000
Total	4,374	963	\$1,709.01	\$1,646,000

Source: Little Lake Fire Protection District; SCI Consulting Group

Notes:

¹ See Figure 3.² Estimated Demand EDUs based on projected annual growth rate of 1% , or approximately 12 new housing units per year.³ See Figure 5.

USE OF FIRE IMPACT FEE REVENUE

It is important to note at the fire impact fee program is designed not to be dependent on a specific capital improvement plan and a particular level of new development. Only enough fee revenue will be generated for the District to expand its existing level of service to serve the growing community.

Fee revenue may be used to fund up to 100% of the cost of the new land for fire stations, construction of new fire stations, expansion of existing fire stations, and the purchase of apparatus, vehicle, and equipment purchases added to the District existing inventory. Since the District will need to replace apparatus, vehicles, and equipment more quickly due to the increased service calls from the growth in the persons and structure area created by new development, the District may use fee proceeds to fund up to 22.0 percent of the replacement cost of existing apparatus, vehicle, and equipment. Fee revenue may not be used to fund 1) the renovation of existing facilities, and 2) operational, maintenance, or repair costs.

The District will need to fund existing deficiencies with other funding sources. Other potential funding sources include, but are not limited to, a general obligation bond measure, state and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

NEXUS FINDINGS

This section frames the Nexus Study findings in terms of the legislated requirements to demonstrate the legal justification of the fire impact fees. The justification of the fire impact fees on new development must provide information as set forth in Government Code § 66000. These requirements are discussed below.

PURPOSE OF FEE

The purpose of the fire impact fee is to fund the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District. The fire impact fees will ensure that new development will not burden existing development with the cost of facilities required to accommodate growth as it occurs within the District.

USE OF FEE REVENUE

Fee revenue will be used to fund the cost of new and expanded facilities, apparatus, and equipment to serve new development. Provided below is a summary of the allowable and prohibited uses of fee revenue.

FIGURE 9 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

<u><i>Allowable Uses</i></u>	<u><i>Prohibited Uses</i></u>
<ul style="list-style-type: none"> <i>The cost of new (added) or expanded land and facilities (100%)</i> <i>The cost of apparatus, vehicles and equipment purchases that expand the system inventory (100%)</i> <i>Facility costs already incurred to provide growth-related capacity (100%)</i> <i>Portion of apparatus and vehicles replacement costs attributable to new development (22%)</i> <i>Portion of a renovation project that expands service capacity</i> 	<ul style="list-style-type: none"> <i>Existing deficiencies, such as improvements to existing facilities that do not expand service capacity</i> <i>Portion of apparatus and vehicles replacement costs attributable to existing development (78%)</i> <i>Operational, maintenance or repair costs</i>

BENEFIT RELATIONSHIP

The fee will be collected as development occurs. In order to maintain its existing level of fire protection and emergency response services, fee revenue will be used to replace and expand the District's facilities, apparatus, and equipment to meet the additional demand generated by the new residents and employees and new structural area created by new development projects.

Fee revenue will be deposited into a separate fire impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the District. The fee revenue will be restricted to uses described in the "Use of Fee Revenue" finding. These actions ensure development projects paying the fees will benefit from their use.

IMPACT RELATIONSHIP

New residential and nonresidential development projects in the District will grow the persons (residents and employees) and the structural area (residential area and nonresidential building area) in persons live or work. The growth in persons and structural area will create additional need for the District's fire protection and prevention, emergency response service, and a corresponding need for new or expanded facilities and replacement of apparatus, vehicles, and equipment. The fee will be imposed on different types of development projects for the additional service population generated and structural area created by new development projects.

PROPORTIONALITY RELATIONSHIP

The cost of fire protection facilities, apparatus, and equipment attributable to a development project is based upon the level of existing development served by the District's existing fire protection and emergency response facilities. The use of a facility standard methodology to determine the fire impact fee achieves proportionality between existing development and new development. Moreover, these equivalent costs are applied to nine land use categories in proportion to the need they create for improved and expanded facilities.

Larger development projects will generate a higher number of persons and structural area to protect and, as a result, will pay a higher fee than smaller development projects. Thus, the application of the fire impact fee schedule to a specific project ensures a reasonable relationship between the fee and the cost of the facilities, apparatus, and equipment attributable to that project.

FEE PROGRAM ADOPTION REQUIREMENTS

The following are the general requirements for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the District. The specific statutory requirements for the adoption of the fee program are found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.) and County Ordinance Code Chapter 5.36.

SCI recommends that the notice and hearing requirements be satisfied by the District Board for approval and also by the City Council and County Board of Supervisors for adoption.

LITTLE LAKE FIRE PROTECTION DISTRICT

1. The District Board of Directors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the proposed fee program.
2. At least 14 days before the meeting, the District shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least ten days before the meeting, the District shall make available to the public the Nexus Study for review.
4. At least ten days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt a resolution approving the Nexus Study and proposed fee program with a recommendation that the County Board of Supervisors adopts the proposed fee program on behalf of the District.

CITY OF WILLITS

1. The City Council shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 14 days before the meeting, the City shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.

3. At least ten days before the meeting, the City shall make available to the public the Nexus Study for review.
4. At least ten days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt an ordinance establishing the proposed fee program on behalf of the District.
6. The fire impact fees take effect 60 days after the adoption of the City ordinance/resolution.

MENDOCINO COUNTY

1. The County Board of Supervisors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 14 days before the meeting, the County shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least ten days before the meeting, the County shall make available to the public the Nexus Study for review.
4. At least ten days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt an ordinance establishing the proposed fee program on behalf of the District.
6. The fire impact fees take effect 60 days after the adoption of the County ordinance.

FEE PROGRAM ADMINISTRATION REQUIREMENTS

This section contains general requirements for the administration of the fee program. The specific statutory requirements for the administration of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

ACCOUNTING REQUIREMENTS

Proceeds from the fire impact fee should be deposited into a separate fund or account so that there will be no commingling of fees with other revenue. The fire impact fees should be expended solely for the purpose for which they were collected. Any interest earned by such account should be deposited in that account and expended only for the purpose for which originally collected.

REPORTING REQUIREMENTS

The following information, entitled *Annual Report*, must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District shall review the information made available to the public pursuant to paragraph (1) at the next regularly scheduled public meeting, not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place of the meeting, including the address where this information may be

reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District or the County for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any fire impact fee proceeds, and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended fire impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make all of the following findings, entitled Five-Year Report, with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

A refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Section 66001 (e) of the Government Code, shall be provided to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

TRANSPARENCY REQUIREMENTS

Pursuant to AB 1483 enacted in 2019, the District must clearly post the information on the District's website regarding the fee program:

- The current fee schedule indicated the effective date when approved by the County Board of Supervisors and the City Council.
- Current and five previous annual accounting reports.
- Fire Impact Fee Nexus Study, Final Report

ANNUAL INFLATIONARY ADJUSTMENT

In order for the District to maintain its level of service, the fee will need to be automatically adjusted annually commensurate with changes in the cost of facilities, apparatus, and equipment. Therefore, the fire impact fee should be adjusted on July 1 of each fiscal year by the percentage change in an appropriate engineering cost index as published by the Engineering News-Record, or its successor publication for the preceding twelve months.

IMPROVEMENTS IN-LIEU OF FEES

Subject to certain restrictions, if a developer dedicates land, constructs facilities or provide apparatus/equipment for the District, the fire impact fees imposed on that development project may be adjusted to reflect a fee credit for the cost of the dedicated land, facilities constructed and apparatus/equipment provided.

FEE CREDITS

In order to comply with the Act and recent court cases, a fee credit must be given for demolished existing square footage as part of a new development project.

FEE EXEMPTIONS

Accessory dwelling units less than 750 square feet of living area are exempt.

APPENDICES

Appendix A – Fire System Inventory and Replacement Cost Estimates

Appendix B – Capital Improvement Plan

APPENDIX A – FIRE SYSTEM INVENTORY AND REPLACEMENT COST ESTIMATES

FIGURE 10 – EXISTING LAND AND BUILDING INVENTORY

Fire Station	Unit	Unit Cost	Replacement Cost (2020\$)
Calc	a	b	c = a * b
Main Station (74 E. Commerical Street, Willits)			
Land	0.50 acres	\$150,000 per acre	\$75,000
Buildings	6,000 sq. ft.	\$667.00 sq. ft.	\$4,002,000
Substation (1575 Baechtel Road, Willits)			
Land	1.07 acres	\$150,000 per acre	\$160,500
Buildings	5,000 sq. ft.	\$250.00 sq. ft.	\$1,250,000
Total Existing Facilities (Land and Buildings)			\$5,487,500

Source: Little Lake Fire Protection District; SCI Consulting Group

FIGURE 11 – EXISTING APPARATUS AND EQUIPMENT INVENTORY

Make / Model	Type	Year Built	Apparatus / Vehicles ¹	Ancillary Equipment	Replacement Value (2020\$)
Ford	Command, 4x4 SUV	2011	\$48,400	\$12,000	\$60,400
Ram	Command, Quick Attack	2018	\$110,000	\$12,000	\$122,000
Ford	Command, Quick Attack	2005	\$57,500	\$12,000	\$69,500
Ford	Command, Quick Attack	2008	\$57,500	\$12,000	\$69,500
Ford	1 Ton Utility Pick Up	1989	\$13,000	\$6,000	\$19,000
Chevrolet	3/4 Ton Utility Pick Up	2001	\$13,000	\$6,000	\$19,000
Pierce	75' Quint Ladder Truck	1989	\$300,000	\$140,000	\$440,000
Westates	Type 1, 1000 GPM Pumper	1998	\$115,000	\$110,000	\$225,000
Ferrara	Type 1, 1250 GPM Rescue-Pumper	2009	\$230,000	\$110,000	\$340,000
Westates	Type 1, 1250 GPM Pumper	1999	\$115,000	\$110,000	\$225,000
Westates	Type 1, 1250 GPM Pumper	1999	\$115,000	\$110,000	\$225,000
Diamond Bilt	Water Tender, Type 2 Service	1977	\$96,300	\$30,000	\$126,300
Ferrara	Water Tender, Type 1 Tactical	2016	\$385,000	\$30,000	\$415,000
Westates	Type 3, Wildand Engine	2004	\$92,500	\$52,000	\$144,500
USFS	Type 3, Wildand Engine	1994	\$92,500	\$52,000	\$144,500
Westates	Heavy Rescue, 30kw PTO Generator	2003	\$123,800	\$125,000	\$248,800
Total Apparatus and Equipment			\$1,964,500	\$929,000	\$2,893,500

Source: Little Lake Fire Protection District; SCI Consulting Group

Notes:

¹ Value based on estimated current replacement value. Adjustments have been made to discount apparatus and vehicles based on age (0 - 5 years at 100% , 6-10 years at 75% ; 11 - 15 years at 50% and 16 years or more at 25% .)

APPENDIX B – CAPITAL IMPROVEMENT PLAN

FIGURE 12 – CAPITAL IMPROVEMENT PLAN

Type	Location	Size	Timing of Availability	Facilities	Apparatus	Equipment	Estimated Cost (2020\$)
Facilities							
New Headquarters Construction	74 E. Commerical St.	11,000 sq. ft.	2020	\$7,400,000			\$7,400,000
Station 541 Expansion / Renovation	1575 Baechtel Rd.	8000 sq. ft.	2025	\$1,500,000			\$1,500,000
Apparatus, Vehicles and Equipment							
New Command Vehicle/Quick Attack	Systemwide	1 Ton	2021		\$115,000	\$12,000	\$127,000
Utility Vehicle Replacement	Systemwide	3/4 Ton	2022		\$25,000	\$6,000	\$31,000
Command Vehicle Replacement	Systemwide	S.U.V.	2023		\$64,000	\$12,000	\$76,000
Command Vehicle/Quick Attack Replacement	Systemwide	1 Ton	2025		\$115,000	\$12,000	\$127,000
New Type III Wildland Engine	Systemwide	Type III	2021		\$370,000	\$52,000	\$422,000
New Type I Engine Urban Interface	Systemwide	Type I	2025		\$460,000	\$110,000	\$570,000
75' Aerial Quint (Ladder Truck) Replacement	Systemwide	Quint	2024		\$1,200,000	\$140,000	\$1,340,000
Heavy Rescue Replacement	Systemwide	Rescue	2026		\$495,000	\$125,000	\$620,000
New Water Tender (Tactical)	Systemwide	Tender	2027		\$385,000	\$30,000	\$415,000
Type I Engine Urban Interface Replacement	Systemwide	Type 1	2028		\$460,000	\$110,000	\$570,000
Total Improvements				\$8,900,000	\$3,689,000	\$609,000	\$13,198,000

Source: Little Lake Fire Protection District

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**Little Lake Fire Protection District
Capital Improvement Plan (Current - 2029)**

	Location	Size/Type	Date of Acquisition	Facilities Cost	Apparatus Cost	Equipment Cost	Total Projected Cost
Facilities							
New Headquarters Construction	74 E. Commercial St.	11,000 sq.ft.	2020	\$ 7,400,000			\$ 7,400,000
Maintenance/Upgrades Station 541	1575 Baechtel Rd.	8,000 sq.ft.	2025	\$ 1,500,000			\$ 1,500,000

Apparatus, Vehicles and Equipment

Command Vehicle/Quick Attack	Fire District	1 Ton	2021		\$ 115,000	\$ 12,000	\$ 127,000
Utility Vehicle	Fire District	3/4 Ton	2022		\$ 25,000	\$ 6,000	\$ 31,000
Command Vehicle	Fire District	S.U.V.	2023		\$ 64,000	\$ 12,000	\$ 86,000
Command Vehicle/Quick Attack	Fire District	1 Ton	2025		\$ 115,000	\$ 12,000	\$ 127,000
Type III Wildland Engine	Fire District	Type III	2021		\$ 370,000	\$ 52,000	\$ 422,000
Type I Engine Urban Interface	Fire District	Type I	2025		\$ 460,000	\$ 110,000	\$ 570,000
75' Aerial Quint (Ladder Truck)	Fire District	Quint	2024		\$ 1,200,000	\$ 140,000	\$ 1,340,000
Heavy Rescue	Fire District	Rescue	2023		\$ 495,000	\$ 125,000	\$ 620,000
Water Tender (Tactical)	Fire District	Tender	2027		\$ 385,000	\$ 30,000	\$ 415,000
Type I Engine Urban Interface	Fire District	Type 1	2028		\$ 460,000	\$ 110,000	\$ 570,000

Catergory Totals

\$ 8,900,000 \$ 3,689,000 \$ 609,000

Total Improvements

\$ 13,208,000

The Willits News

77 W Commercial Street
PO Box 628
Willits, CA 95490
707-459-4643

3510006

PLANNING & BUILDING OF MENDOCINO CO
501 LOW GAP RD
UKIAH, CA 95482

PROOF OF PUBLICATION

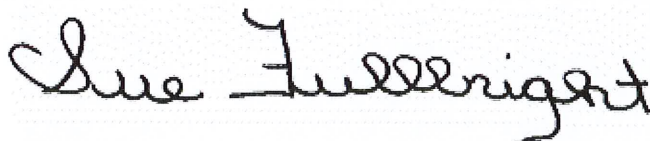
STATE OF CALIFORNIA COUNTY OF MENDOCINO

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

09/01/2021, 09/08/2021

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

Dated at Willits, California this 8th day of September, 2021.



Signature

Mendocino County

SEP 08 2021

Planning & Building Services

Legal No. 0006602906

WN21188 9-1,8/21

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT the Mendocino County Board of Supervisors at their regular meeting on Tuesday, September 14, 2021, at 9:00 a.m., or as soon thereafter as the matter may be heard, will conduct a public hearing to consider the approval of a Fire Protection Mitigation Fee and Capital Fire Facilities and Equipment Plan for the Little Lake Fire Protection District. 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.

The agenda packet for this item, including the Capital Fire Facilities and Equipment Plan and the Nexus Study adopted by the Little Lake Fire Protection District, is available for public review 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, 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 <http://s://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>.

Additional information regarding the above noted item may be obtained by calling the Clerk of the Board of Supervisors at 707-463-4441, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Board's decision 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 the Clerk of the Board of Supervisors by calling 707-463-4441 at least five days prior to the meeting. IGNACIO GONZALEZ, Interim Director of Planning & Building Services



Mendocino County Board of Supervisors Agenda Summary

Item #: 5d)

To: Board of Supervisors

From: Planning and Building Services

Meeting Date: September 14, 2021

Department Contact: Mark Cliser

Phone: 234-6650

Department Contact: Julia Krog

Phone: 234-6650

Item Type: Noticed Public Hearing

Time Allocated for Item: 30 Mins.

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

(continued from July 20, 2021)

(Sponsor: Planning and Building Services)

Recommended Action/Motion:

Adopt decision making required findings, modifying and affirming the Coastal Permit Administrator's approval of Boundary Line Adjustment (B_2017-0043) and denying the appeal.

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). The Board of Supervisors originally heard the appeal on July 20, 2021 and continued the hearing to September 14, 2021 with direction to staff to prepare additional analysis.

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.

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

Item #: 5d)

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.

A supplemental memorandum from County Counsel’s Office and a draft decision has been prepared for the continued hearing in response to direction received from the Board on July 20, 2021.

Alternative Action/Motion:

Provide direction to Staff.

How Does This Item Support the General Plan? Yes, 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: Judy Morris, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 14, 2021

Final Status:**Approved**





OFFICE OF THE COUNTY COUNSEL

MEMORANDUM

DATE: September 14, 2021

TO: Board of Supervisors

FROM: Matthew Kiedrowski, Deputy County Counsel

SUBJECT: Supplemental Memorandum Regarding Appeal of Coastal Permit Administrator
Approval of Boundary Line Adjustment B_2017-0043

This item was initially heard by the Board of Supervisors on July 20, 2021. The matter was continued to September 14, 2021, for counsel to return to the Board with additional review of whether the proposed boundary line adjustment was improper piecemealing pursuant to the California Environmental Quality Act ("CEQA"), as well as with a proposed form of written decision for the Board's use in taking action on the appeal.

As noted in prior staff reports for the appeal, at the same time the applicant applied for the subject boundary line adjustment, the applicant also applied for a separate major subdivision (S_2017-0003) of the parcels in question. The applicant later chose to move forward with the boundary line adjustment first, in advance of moving forward with the subdivision application.

The two existing parcels subject to the boundary line adjustment are APN 069-320-01 ("Lot A"), which is 10.85± acres in size, and APN 069-320-02 ("Lot B"), which is 10.86± acres in size. The boundary line adjustment would (1) increase the size of Lot A to approximately 11.3 acres and make Lot A entirely subject to the County's Inland Zoning Code, and (2) decrease the size of Lot B to approximately 10.3 acres and make Lot B entirely subject to the County's Coastal Zoning Code.

The proposed subdivision is only proposed for Lot A and proposes the creation of 11 total parcels. At present, Lot A is generally zoned RR1 (Rural Residential, 40,000 square-foot minimum parcel size) under the Inland Zoning Code, with approximately 0.3 acres subject to the Coastal Zoning Code and zoned RR5 (Rural Residential, 5 acre minimum parcel size). The Inland RR1 zoning district has a minimum parcel size requirement of 40,000 square feet, as provided in Policy DE-14 of the General Plan and Section 20.048.025(A) of County Code. If the applicant were to utilize only the approximately 10.55 acres of Lot A in the Inland Zone for a subdivision, the applicant would have the ability to subdivide Lot A into 11 parcels. The Inland Zoning acreage is approximately 459,558 square feet, which, when divided by the required 40,000 square-foot lot size, would allow for 11 parcels, one of which would also include the additional Coastal Zoning acreage (0.3± acres).

To summarize: whether or not the proposed boundary line is approved, the applicant would still be able to subdivide Lot A into 11 parcels. Note that if the subdivision was applied for without the boundary line adjustment, it would be subject to the following additional finding pursuant to County Code section 20.524.025(E):

“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.”

The above analysis provides the necessary background for a review of piecemealing or improper segmentation of a project. While not raised as an issue as part of the appeal of the Coastal Permit Administrator’s decision, this topic was raised at the July 20, 2021, hearing.

CEQA’s concept of a project description is broad and has been broadly construed by the courts, and the term project is defined by the CEQA Guidelines as including the whole of an action, which has the potential for resulting in either a direct or indirect physical change in the environment (14 Cal. Code Regs. 13578(a)). As such, a public agency may not segment or piecemeal a project into several pieces if the effect is to avoid full disclosure of environmental impact.

There are many cases that have reviewed what does and what does not constitute piecemealing. One of the primary cases is *Laurel Heights Improvement Association v. Regents of the University of California* (1988) 47 Cal.3d 376 (“*Laurel Heights*”). *Laurel Heights* reviewed whether a project had multiple phases and found that future phases must be reviewed at the outset if the future phase is a reasonably foreseeable consequence of the initial project and the future phase will be significant because it will likely change the scope or nature of the initial project or its environmental effects. This test, in turn, has been reviewed by other cases.

One specific aspect of the test is whether the future phase is a “consequence” of the initial project. This includes whether the initial project is the first domino to fall in a causally related series of events to follow, whether the initial project practically compels completion of future phases, or whether the initial project is an integral part of a larger project (see *Paulek v. Department of Water Resources* (2014) 231 Cal.App.4th 35).

None of these is the case for the subject boundary line adjustment and potential subdivision. The boundary line adjustment is not the first step in a causally related series of events. The proposed subdivision, creating the same number of parcels, could have gone forward without the boundary line adjustment. The adjustment has independent purpose and utility from any potential subdivision in that it clarifies jurisdictional boundaries between the Inland and Coastal Zones. The adjustment of the boundary line to match that of the Coastal Zone boundary does not compel future subdivision or development of either parcel. Moreover, since a subdivision for the same number of parcels could have gone forward without the boundary line adjustment, the adjustment cannot be said to be an integral part of the proposed subdivision.

A proposed form of written decision for denial of the appeal and affirming the approval of the boundary line adjustment has been uploaded to this agenda item for the Board’s consideration.

MENDOCINO COUNTY BOARD OF SUPERVISORS

DECISION REGARDING

APPEAL OF COASTAL PERMIT ADMINISTRATOR'S APPROVAL OF BOUNDARY LINE ADJUSTMENT B_2017-0043

- A. Travis Swithenbank, the applicant, filed an application for a Boundary Line Adjustment (B_2017-0043) with the Mendocino County Department of Planning and Building Services 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; Rural Residential Zoning and General Plan designations; Supervisorial District 4; (the "Project").
- B. The Secretary for Resources has found that certain classes of projects have been determined not to have a significant effect on the environment and are therefore exempt from the requirement for the preparation of environmental documents, and the Project was determined to meet the criteria for a Categorical Exemption from the California Environmental Quality Act (CEQA) under Class 5(a).
- C. In accordance with the applicable provisions of law, the Coastal Permit Administrator held a public hearing on April 8, 2021, at which time the Coastal Permit Administrator heard and received all relevant testimony and evidence presented orally or in writing regarding the Project. All interested persons were given an opportunity to hear and be heard regarding the Project.
- D. The Coastal Permit Administrator approved the Project on April 8, 2021 subject to the final findings and conditions contained in the staff report, associated memorandum dated April 7, 2021 and April 8, 2021 Coastal Permit Administrator Action Sheet, as provided in Exhibit "A" attached hereto and incorporated herein by this reference.
- E. 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 the Project alleging 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.) (the "Appeal").
- F. The Mendocino County Board of Supervisors held a Noticed Public Hearing on the Appeal on July 20, 2021, which hearing was continued to September 14, 2021, to hear all relevant testimony and evidence presented orally or in writing regarding the Project. All interested persons were given an opportunity to hear and be heard regarding the Project.

On the basis of the whole of the record before it, the Mendocino County Board of Supervisors makes the following findings and determinations:

1. Modification of Approval; Additional Condition of Approval: The Board of Supervisors hereby modifies the approval of the Coastal Permit Administrator to include the

following Condition of Approval Number 11:

The applicant shall 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.

This additional condition of approval shall ensure that all deeds of trust will be modified to reflect the adjusted boundary lines and eliminate the possibility that any lots might inadvertently be created by any foreclosure of deeds of trust if boundaries were not so modified. The Board of Supervisors hereby finds and determines that Condition of Approval Number 11 will ensure the Project preserves the integrity of the respective zoning districts of the parcels by removing the split-zoning of the parcels as they presently exist and providing for each parcel to be subject to a single consistent zoning district and Zoning Code. The Board of Supervisors hereby finds that the addition of Condition of Approval Number 11 eliminates the concern raised by the Appeal.

2. Consistency with Coastal Element and Zoning Code: The Board of Supervisors hereby affirms the determinations of the Coastal Permit Administrator that the Project is consistent with Division II of the Mendocino County Zoning Code and the Coastal Element of the General Plan.
3. Denial of Appeal. Based on the evidence contained in the record for this matter, and with the addition of Condition of Approval Number 11, the Mendocino County Board of Supervisors hereby denies the Appeal and affirms the Coastal Permit Administrator's approval of the Project pursuant to the findings and conditions as contained in Exhibit A with the additional findings and condition as specified in this Decision.
4. Records. The Clerk of the Board is designated as the custodian of the documents and other material which constitute the record of proceedings upon which this decision is based. These documents may be found at the office of the Clerk of the Board, 501 Low Gap Road, Room 1010, Ukiah, California 95482.

EXHIBIT "A"

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

EXHIBIT "A"

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"

EXHIBIT "A"

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

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

EXHIBIT "A"

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.

EXHIBIT "A"

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 Tropaeuets. 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.

EXHIBIT "A"

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

EXHIBIT "A"

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 11th 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,*

EXHIBIT "A"

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

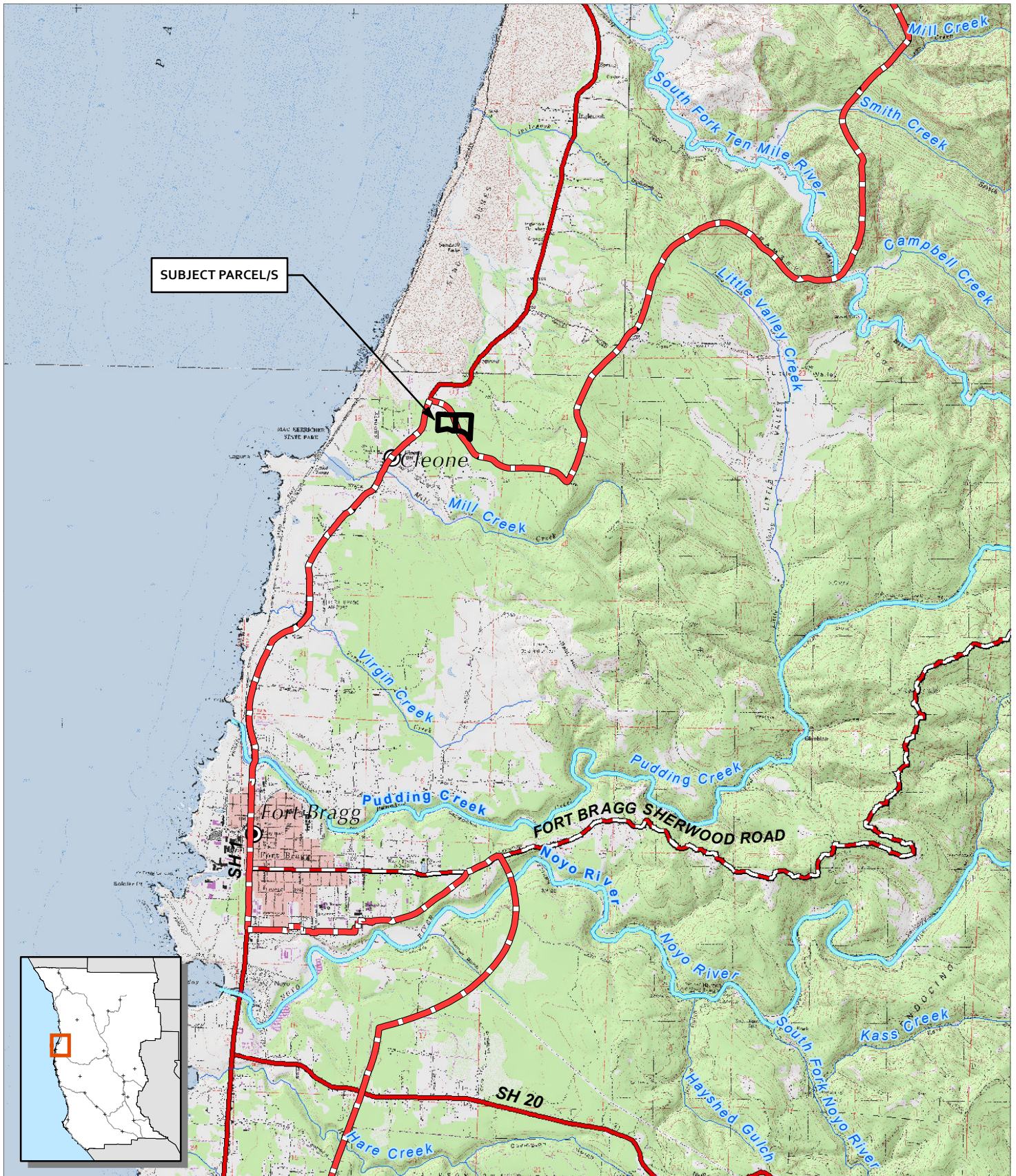
MARK CLISER
PLANNER II

Appeal Period: 10 Days
Appeal Fee: \$1616.00

ATTACHMENTS:

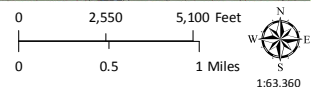
- A. Location Map
- B. Aerial Imagery
- C. Site/Tentative Map
- D. Zoning Display Map
- E. General Plan Classifications
- F. LCP Land Use Map 12: Cleone
- G. LCP Land Capabilities & Natural Hazards
- H. Habitats & Resources Map
- I. Adjacent Parcels
- J. Ground Water Resources
- K. Local Soils
- L. Local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

EXHIBIT "A"



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 Rivers
- Major Towns & Places
- Highways
- Major Roads

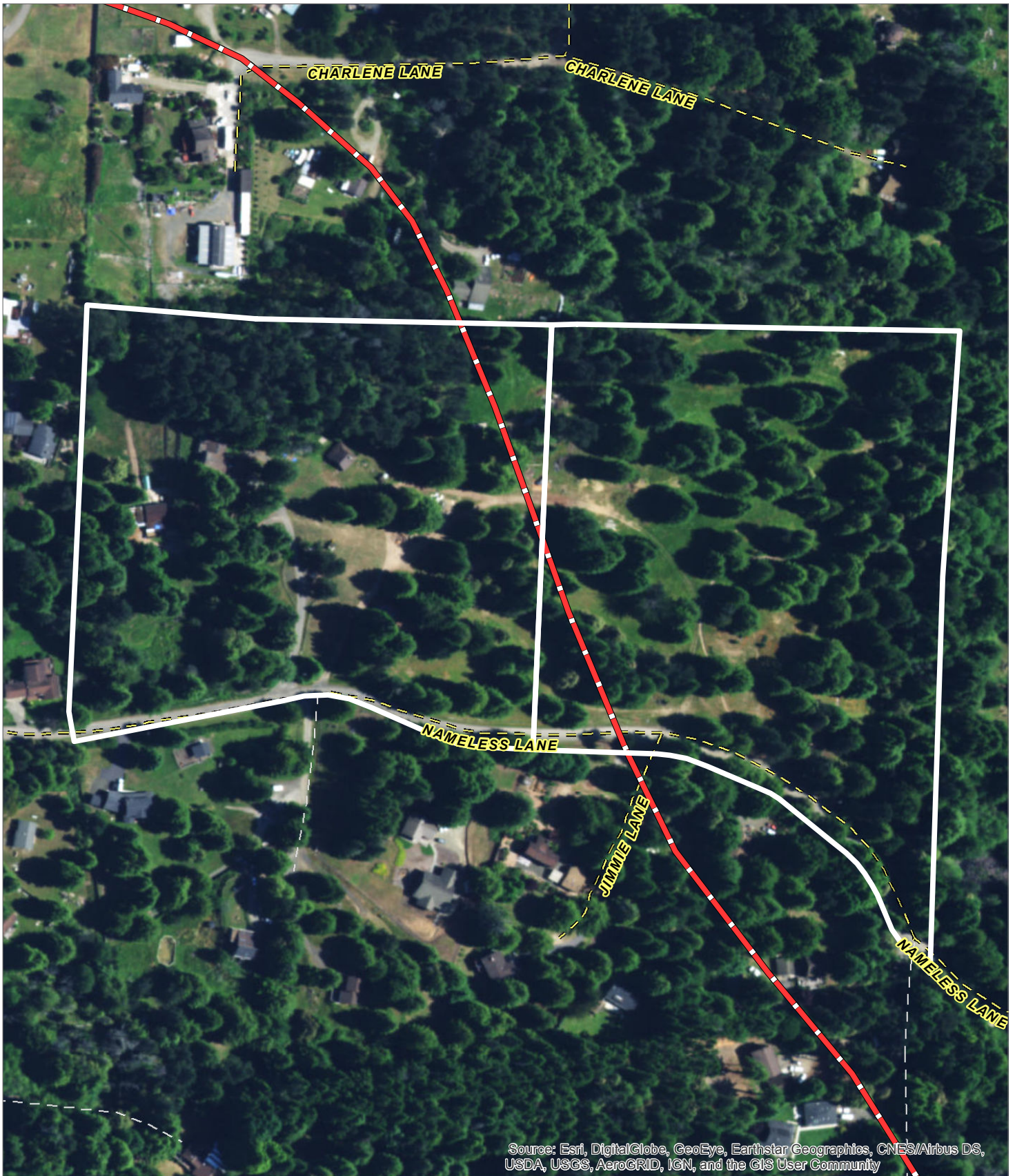


LOCATION MAP

ATTACHMENT A

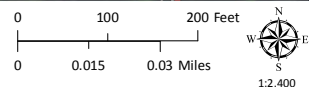
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EXHIBIT "A"



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



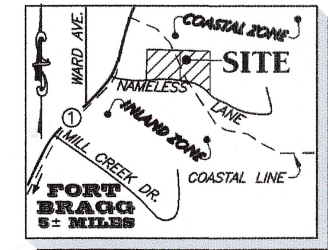
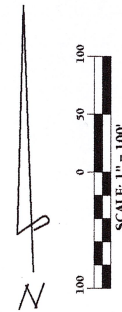
AERIAL IMAGERY

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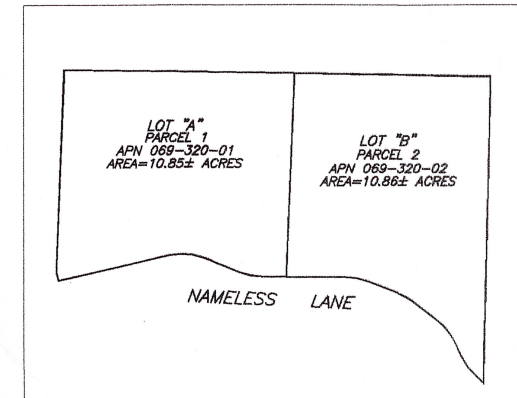
ATTACHMENT B

BOUNDARY LINE ADJUSTMENT

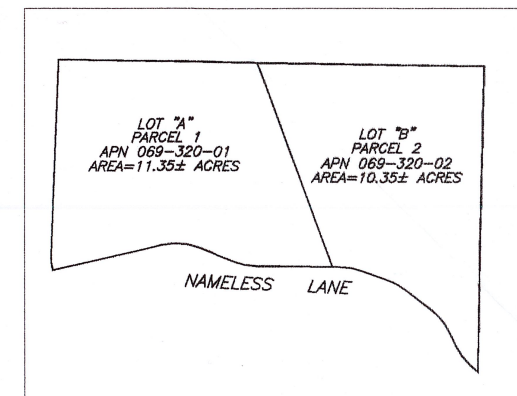
Lands of SWITHENBANK
32800 & 32700 NAMELESS LANE
FORT BRAGG, CA.
APN 069-320-01 & 02



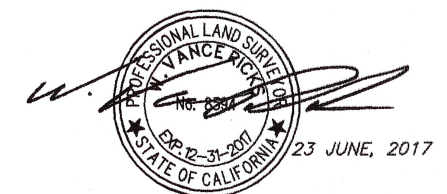
LOCATION MAP
NO SCALE



EXISTING PARCEL CONFIGURATION
NO SCALE



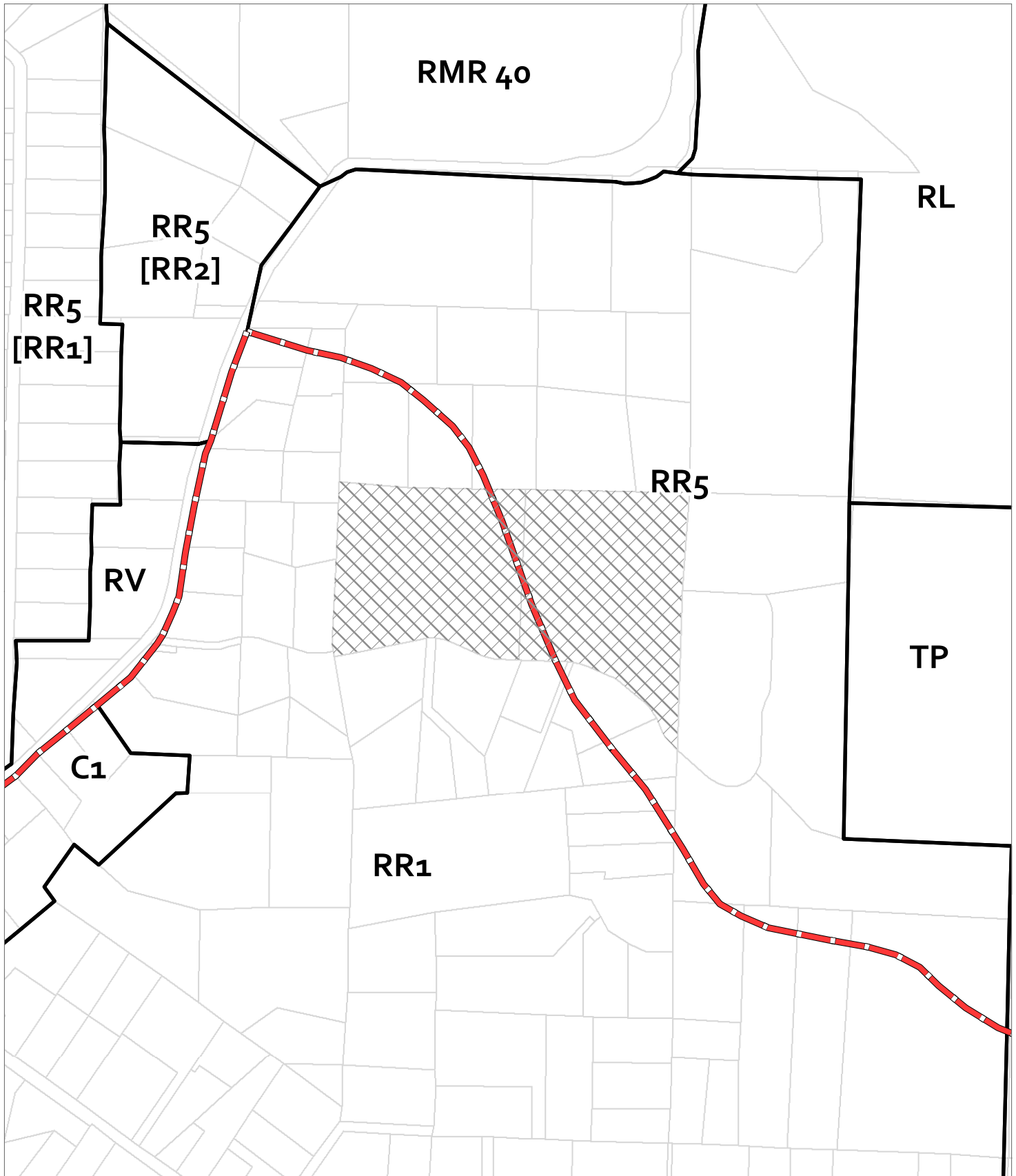
PROPOSED PARCEL CONFIGURATION
NO SCALE





ATTACHMENT C

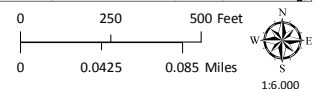
VANCE
LAND SURVEYING
 10580 WEST ROAD REDWOOD VALLEY, CA. 95470 (707) 891-8414

EXHIBIT "A"



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

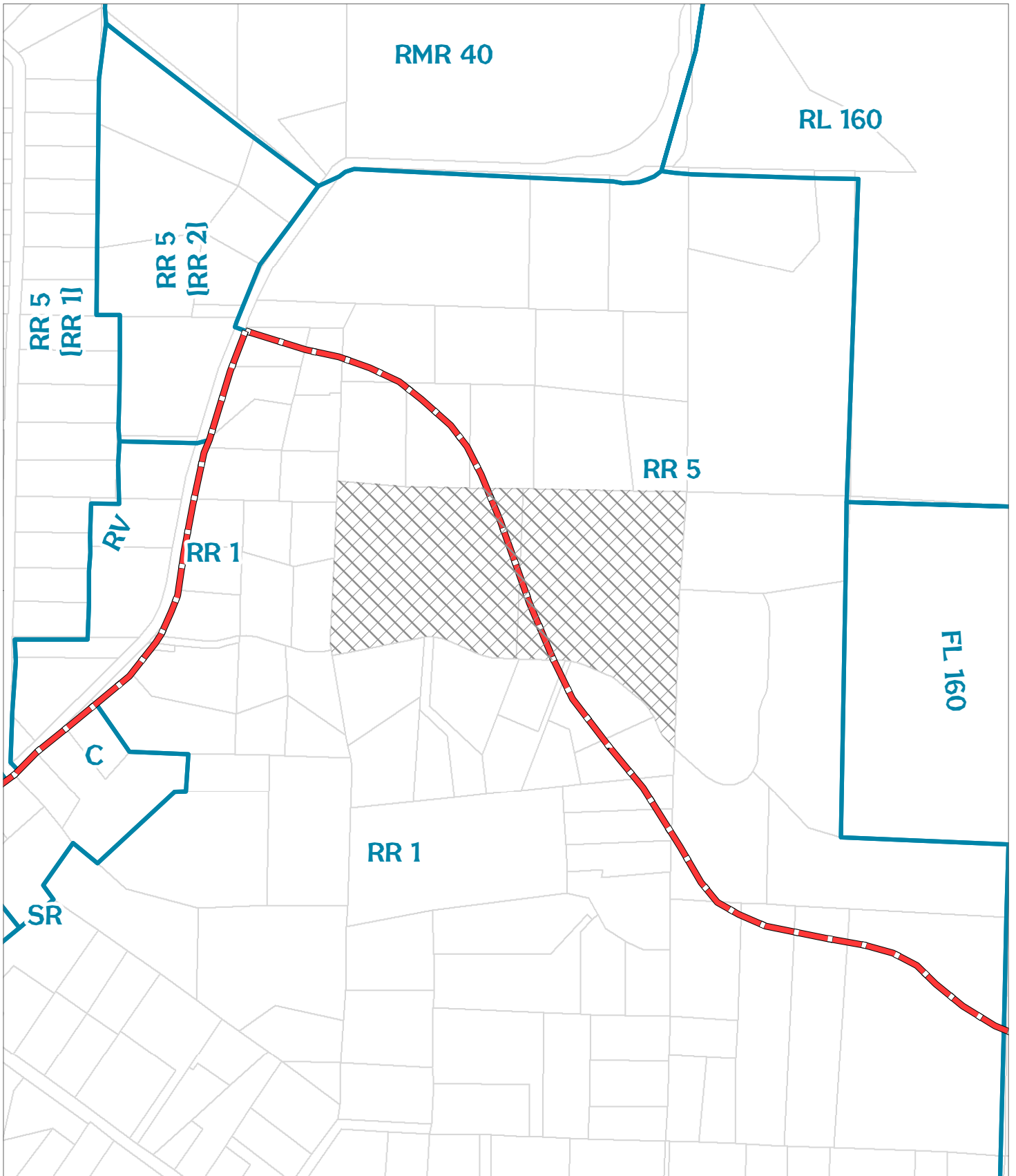


ZONING DISPLAY MAP



ATTACHMENT D

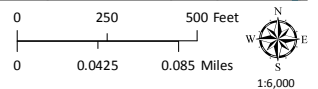
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EXHIBIT "A"



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

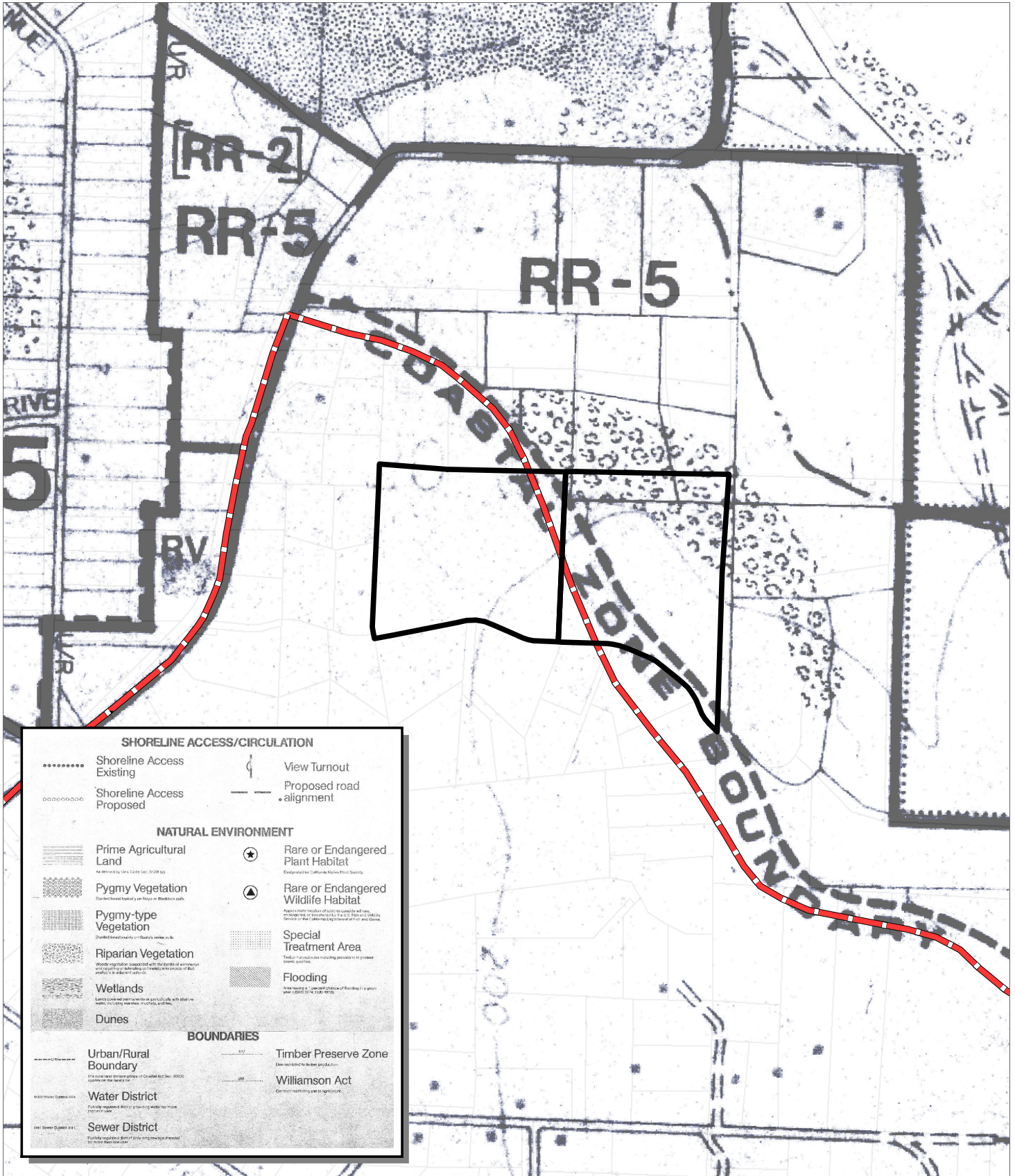


GENERAL PLAN CLASSIFICATIONS

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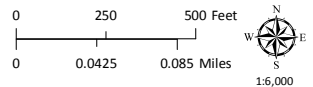
ATTACHMENT E

EXHIBIT "A"



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

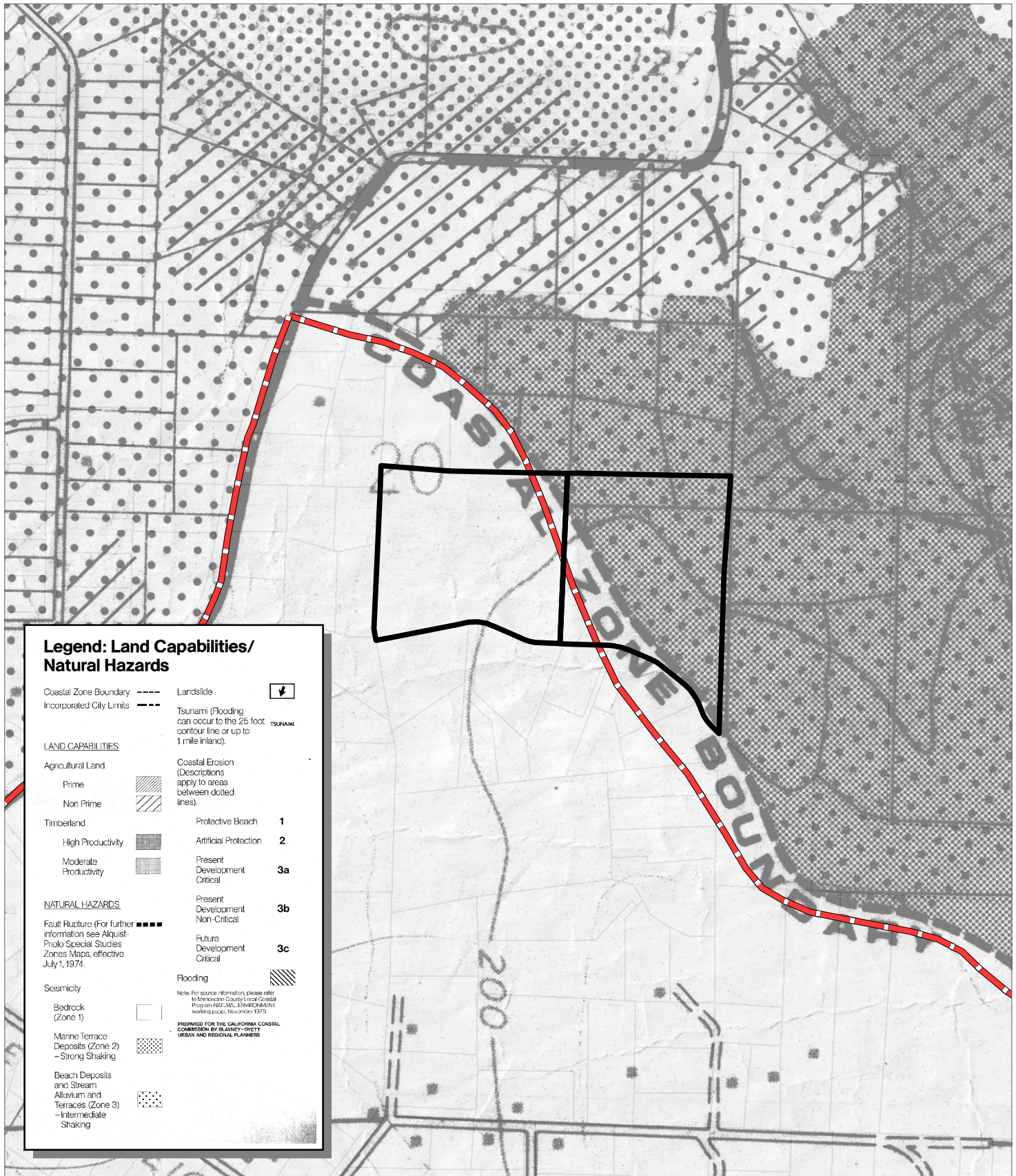


LCP LAND USE MAP 12: CLEONE

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ATTACHMENT F

EXHIBIT "A"

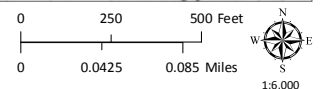


CASE: B 2017-0043
 OWNER: SWITHENBANK, Travis
 APN: 069-320-01
 APLCT: Vance Ricks
 AGENT: Jim Ronco
 ADDRESS: 32800 Nameless Lane, Fort Bragg

Coastal Zone Boundary

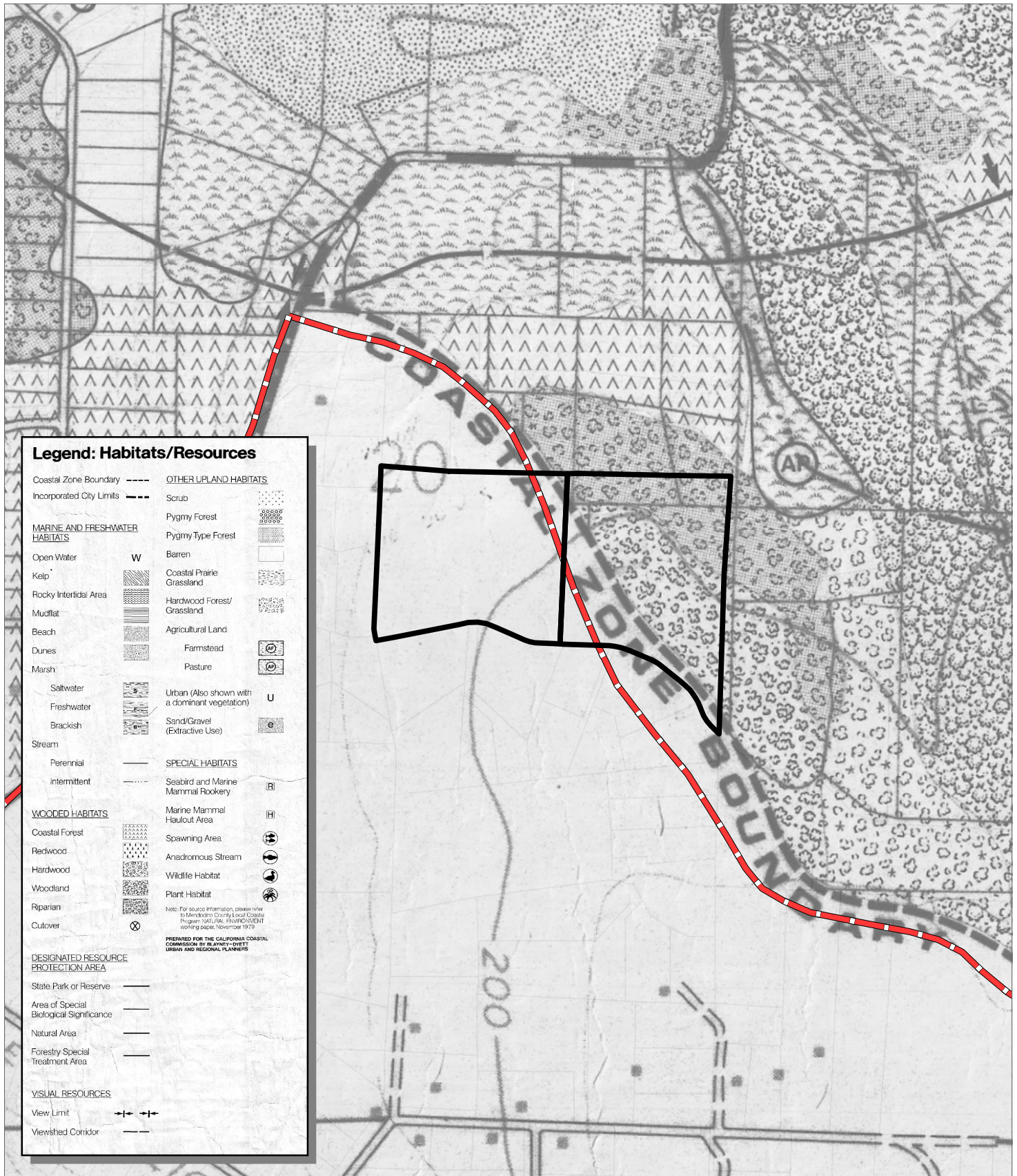
LAND CAPABILITIES & NATURAL HAZARDS

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ATTACHMENT G

EXHIBIT "A"



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

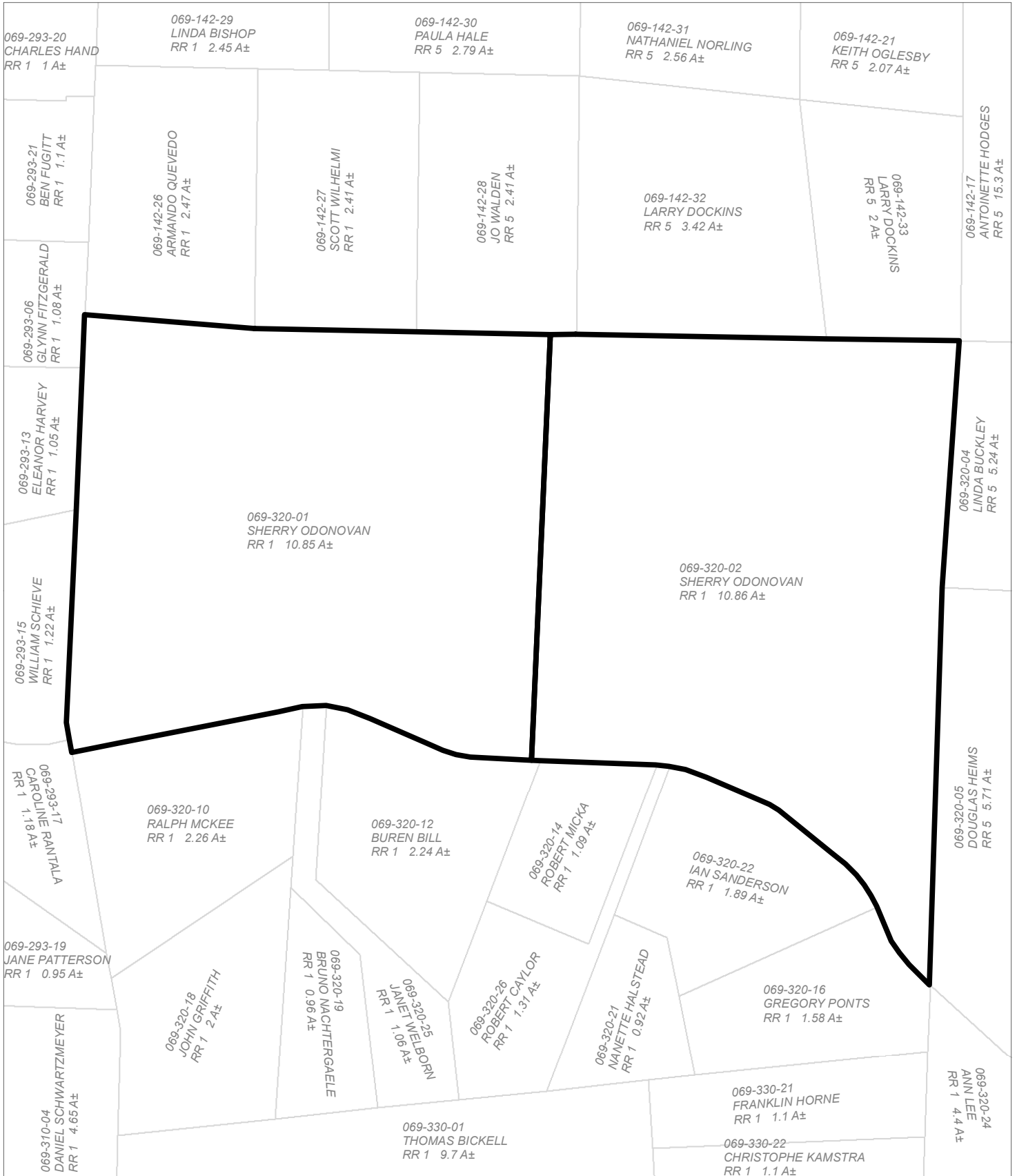
Coastal Zone Boundary

HABITATS & RESOURCES

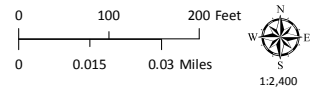
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ATTACHMENT H

EXHIBIT "A"



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

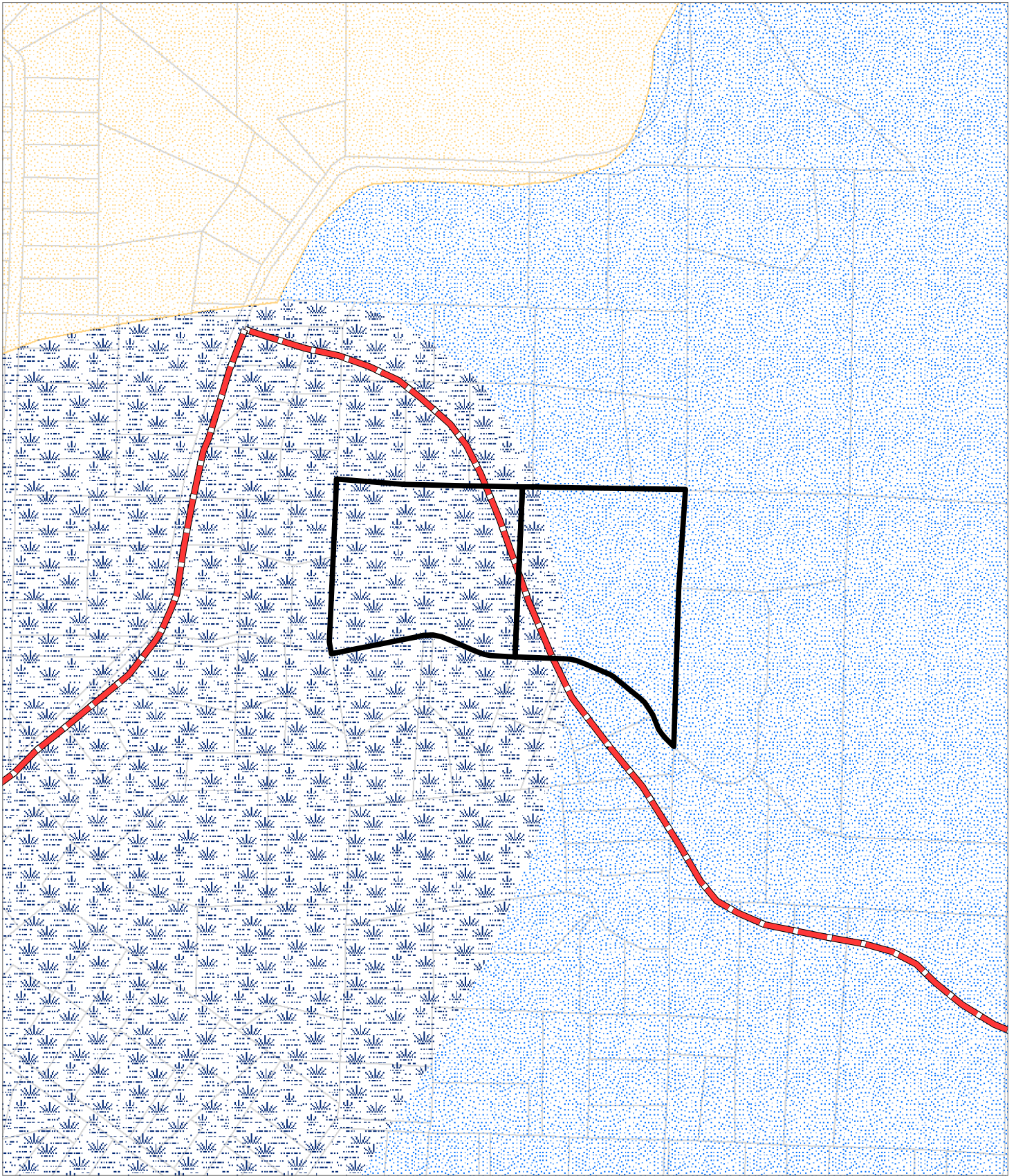


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ADJACENT PARCELS

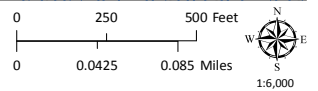
ATTACHMENT I

EXHIBIT "A"



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

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

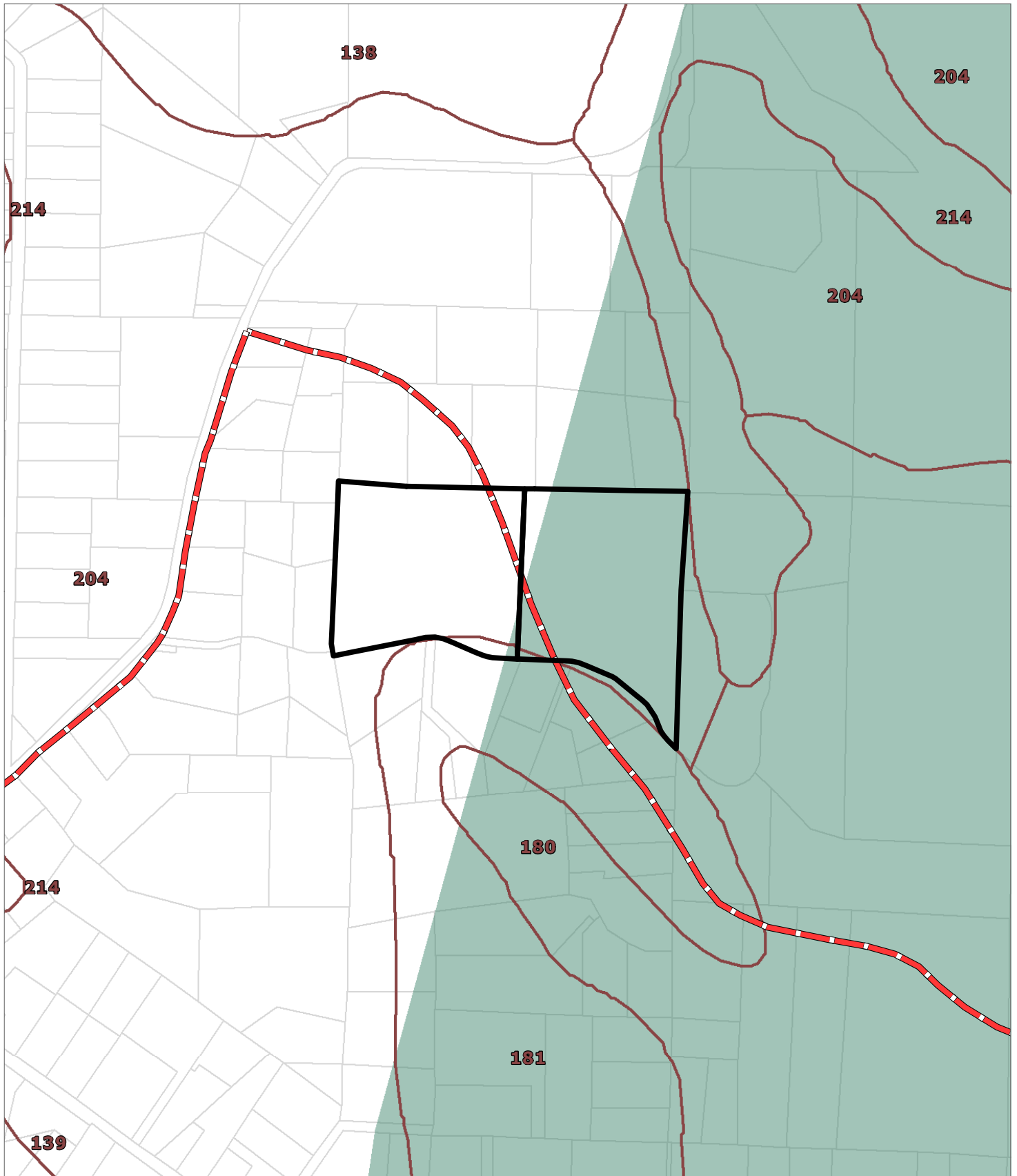


GROUND WATER RESOURCES

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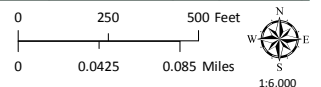
ATTACHMENT J

EXHIBIT "A"



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

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ATTACHMENT K



-MENDOCINO COUNTY COASTAL ELEMENT-



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.

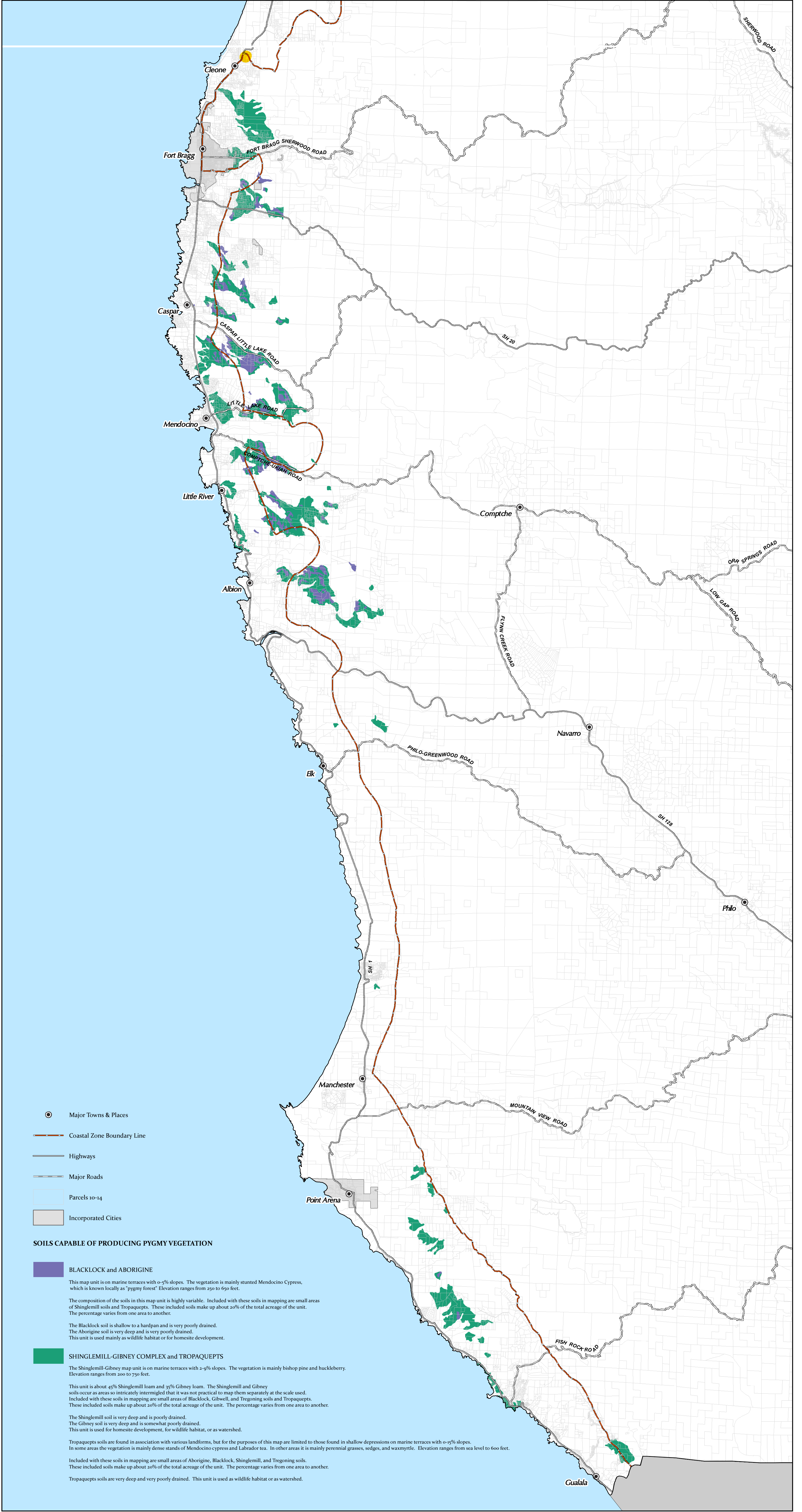
Policy:

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



1:102,000

ATTACHMENT M

Site plan for a wastewater treatment facility. The plan shows the layout of replacement leach fields, existing septic tanks, and a well. Dimensions for the replacement leach fields are indicated in red: 175', 210', 110', 340', 380', and 300'. The existing septic tanks are labeled "EXISTING SEPTIC TANKS". A well is located near the top center. The plan also shows existing roads and utilities (R. 29, P. 12, M.C.R. at 01).



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
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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

EXHIBIT "A"

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.

Coastal Permit Administrator Action Sheet

Owner/Applicant: WM PARTNERSHIP LLC, & TRAVIS SWITHENBANK

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 _____

September 11, 2021

Dear Supervisor Dan Gjerde and Honorable Members of the Board:

I represent a large neighborhood group, Concerned Neighbors of the Cleone Community (CNCC), and these 27 members **strongly object** to the Board's decision to deny the Appeal to the Boundary Line Adjustment, Case B_2017-0043.

The Board of Supervisors (BOS) scheduled a "continuance hearing" for Sept. 14, 2021 but already put forth a position paper denying the Appeal. What kind of hearing is it if positions have already been decided? Actually why have a hearing?

For the record:

At the July meeting, Swithenbank counsel stated there weren't any subdivision plans, then acknowledged there was a subdivision plan but the BLA and subdivision had nothing to do with each other. That could not be further from the truth. And what is truth...but the ability to observe a man's actions and intent. Laws and truths are very different and we all know they rarely line up – and this project is littered with those contradictions.

Unfortunately, the project's history is fraught with disingenuous statements, application omissions, property violations and a stunning lack of environmental sustainability or best practices with the adjacent neighborhood.

It has been all along Travis' intent to not be encumbered by Coastal Zone policies and during the April hearing, Planning held forth with a barrage of policies and codes as the ONLY thing the Coastal Permit Administrator was to consider. A visibly sympathetic and concerned CPA ended up, in our opinion, overwhelmed and consideration of the clear discrepancies to the Land Use Plan and Coastal Element fell by the wayside.

These are truths:

Cleone is a designated **Rural Village** in **Mendocino County's Land Use Plan/Coastal Element** and this project runs contrary to these specific 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. In my written submitted letter for the April 8 hearing, all are detailed.

What part of "Consistency with Coastal Element and Zoning Code" is the Board looking at? Just because something isn't acknowledged doesn't mean violations don't exist.

Addressing LUP's own written criteria: Is there 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**.

As documented in previous public comments, **the BLA and the subdivision are not separate in their intent nor their final consequences** and your consideration of this Appeal should have encompassed the whole project.

County Deputy Counsel, Matthew Kiedrowski states the proposed subdivision could have gone forward without a Boundary Line Adjustment. We find Counsel' s Memorandum strewn with "broadly construed" verbiage and assumptions. It is completely untrue that the boundary line adjustment is not the first step in a causally related series of events.

In Swithenbank' s Subdivision Application, on SHEET " A" , No. 20, he writes " concurrently with the processing of this subdivision, owner is processing a Coastal Boundary Line adjustment to create base parcels lying in the Coastal zone and inland zone (subdivision base parcel) **recognizing that the Subdivision approval will be conditioned upon completion of the Boundary Line Adjustment.**"

And on the front page of the Building and Planning submission form, it states: "**Concurrently the owner is processing a Boundary Line Adjustment (B_2017-0043) between the subject parcel and an adjacent parcel to ensure that the entirety of the proposed major subdivision resides in the Inland Zone**" .

Planning has received documents from Swithenbank in regards to his subdivision application and **his own submitted lot MAP in the subdivision application states and reflects "a new boundary line adjustment"**.

Since June 2019, the neighborhood's advocacy role with county agencies has kept important issues at the forefront and we have begun to bring them to your attention. As residents of Cleone, we implore your support in our efforts to protect our neighborhood.

Speaking on behalf of the Concerned Neighbors for the Cleone Community, we support the Appeal by attorney Colin Morrow and Dr. Bill Schieve and **strongly object** to the Mendocino County Board of Supervisors' ruling on case B_2017-0043.

Sincerely.

Carla Sarvis
Chair, CNCC

CNCC Members: Nicole and William Martensen, Elizabeth O' Hara, Dr. Stephen Lane, Dr. Bill Schieve, Royce Peterson, Mary Meline, Alan Wilburn, Barbara and John Williams, Larry Dockins, Jane and Keith Oglesby, Eleanor Harvey, Nan Halstead, Anita and John Griffith.

CNCC Supporters: Brian Colato, Frank Gyselinck, Margeret Lacuaniello, Yolanda and Bruce Fletcher, Mike Higgens, Randy Poe, Steve Sabus, Fred Wright.___

VANNUCCI MOMSEN MORROW

Attorneys at Law
An Association of Sole Practitioners

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September 13, 2021

VIA EMAIL

Mendocino County Clerk of the Board
Mendocino County Board of Supervisors
501 Low Gap Rd., Rm. 1010
Ukiah, CA 95482
(bos@mendocinocounty.org)

Re: Date: September 14, 2021
Agenda Item: 5(d)
Topic: William Schieve's Appeal of the Coastal Permit Administrator's April 8,
2021 Decision Approving Boundary Line Adjustment Application No. B_2017-
0043

Honorable Members of the Board of Supervisors and the Clerk of the Board:

As you may be aware, I represent William Schieve. Mr. Schieve filed the subject appeal. The subject appeal seeks to oppose the creation of an eleven lot major subdivision on Nameless Lane in rural Cleone. The applicant is presently using a boundary line adjustment to move the proposed subdivision outside of the coastal zone so that it can evade the coast development permit process.

I have had a chance to review County Counsel's memorandum in relation to Agenda Item 5(d) on the September 14, 2021, Board of Supervisors' agenda. The memorandum wholly overlooks two important separate and independent points. It also provides too narrow a description of impermissible piecemealing under the California Environmental Quality Act.

First, this Board has full authority and power to stop a deeply unpopular project from moving forward at this present stage. The proposed development in Nameless Lane—which is advanced by both the current boundary line adjustment (B-2017-0043) and intimately related subdivision application (S-2017-0003)—is deeply unpopular among your constituents currently living in the relevant community. They are alarmed by what they see as a poorly planned and improvident project in an environmentally sensitive area with a history of toxic contamination from a car crushing and burying operation. There are already both allegations and findings that the developer has flouted land use regulations with respect to the real property including

allegations of impermissible timber harvesting and findings that an unpermitted septic system has been installed on the real property.

The Mendocino County Code makes clear that this Board has the power to nip this ill-conceived project in the bud: “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.” (Mendocino County Code sec. 20.544.015.)

The Board of Supervisors received at least nine pieces of correspondence from Cleone residents strongly opposed to the project when this matter came before this Board on July 20, 2021. The Board has the discretion to respond to this full-throated opposition by fully reversing the decision of Coastal Permit Administrator and denying the boundary line adjustment. The discretion is there to do so. Moreover, there is adequate foundation for such discretion. For example, the Board could deny the boundary line adjustment as inconsistent with Mendocino County’s General Plan.

Mendocino County’s General Plan contemplates that part of the coastal 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, Coastal 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, Coastal Element, Chapter 3.8, Transportation, Utilities and Public Services.)

Second, County Counsel’s memorandum simply accepts that boundary line adjustments are per se categorically exempt from CEQA. This is false. 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., 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 itself admits the project to be hydrologically connected to the Inglenook Fen watershed via an onsite wetland. The County 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 itself also notes soils conducive to sensitive Bishop Pine forest and that Bishop Pines were noted on the site in question.

As to cumulative impacts, this dovetails with the discussion of piecemealing below. 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. In September 2010, the Mendocino County Air Quality Management District ("MCEHD") 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 unremediated. 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.

"[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, as a third topic, County Counsel's description of piecemealing as only arising when "the initial project practically compels completion of future phases" is overly narrow. "Courts have considered separate activities as one CEQA project and required them to be reviewed together where, for example, the second activity is a reasonably foreseeable consequence of the first activity . . . ; the second activity is a future expansion of the first activity that will change the scope of the first activity's impacts . . . ; or both activities are integral parts of the same project" (*Paulek v. Department of Water Resources* (2014) 231 Cal.App.4th 35, 45–46 quoting *Sierra Club v. West Side Irrigation Dist.* (2005) 128 Cal.App.4th 690, 698.) Here, the subdivision is absolutely a "reasonably foreseeable consequence of the first activity." The subdivision is already premised on the approval of the boundary line adjustment to escape the coastal development permit process. A review of the applicant's own subdivision application expressly states "concurrently with the processing of this subdivision, owner is processing a Coastal Boundary Line adjustment to create base parcels lying in the Coastal zone and inland zone (subdivision base parcel) recognizing that the Subdivision approval will be conditioned

upon completion of the Boundary Line Adjustment.” (“Subdivision Application S-2017-0003, Sheet “A”, No. 20.) The subdivision going forward is not just reasonably foreseeable, but it has already been submitted. The gears are both enmeshed and turning. This reality further dictates that the lack of environmental review is piecemealing under the “both activities are integral parts of the same project” test identified above. Both the boundary line adjustment and already submitted subdivision application are integral parts of an effort to create eleven lots wholly outside the coastal zone and to elude the more stringent review that would be required if any of those lots were to even straddle the coastal zone.

In summation, the residents of at least Nameless Lane—if not all Cleone generally—are wholly opposed to the presently proposed large development. The boundary line adjustment in question is a foundational step in this project that is imminently intertwined with the advancement of the subdivision by taking the development out of the coastal development permit process.

On the one hand, the Board of Supervisors absolutely has the discretion to deny the boundary line adjustment and allay their constituents concerns about unwise development. On the other hand, it would likely be error for this Board to let this project escape any environmental review at this stage and let it pass through as submitted. Cleone resident William Schieve respectfully submits that this should make the Board’s choice simple.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Colin Morrow".

Colin Morrow
Attorney for Dr. William Schieve

CC: Client



Mendocino County Board of Supervisors Agenda Summary

Item #: 5e)

To: Board of Supervisors

From: Executive Office and County Counsel

Meeting Date: September 14, 2021

Department Contact: Cherie Johnson

Phone: 707-463-4441

Department Contact: Charlotte Scott

Phone: 707-234-6885

Item Type: Regular Agenda

Time Allocated for Item: 45 mins

Agenda Title:

Discussion and Possible Action Including Acceptance of Presentation on the Redistricting Process from County Staff; and Conduction of a Public Workshop with the Mendocino County Community-Based Advisory Redistricting Commission to receive input on Communities of Interest and Potential District Boundaries (Sponsors: Executive Office and County Counsel)

Recommended Action/Motion:

Accept presentation and conduct public workshop with the Mendocino County community-based Advisory Redistricting Commission.

Previous Board/Board Committee Actions:

On July 19, 2021, the Board of Supervisors voted to establish a five member community-based Advisory Redistricting Commission and directed staff to solicit applications from the public; on August 17, 2021, the Board of Supervisors selected the five member community-based Advisory Redistricting Commission.

Summary of Request:

Redistricting is a process that takes place every ten years, when census data becomes available. On August 17, 2021, the Board of Supervisors appointed a five member community-based Advisory Redistricting Committee (ARC). The ARC will assist the Board in conducting community outreach by facilitating community outreach, identifying communities of interest from public input and provide recommendations on the placement of the County supervisorial district boundaries to the Board of Supervisors. ARC has held two meetings, September 1 (Brown Act/Redistricting Overview Training, Election of Chair/Vice Chair) and September 7 (Public Outreach Workshop). Through this workshop, the Board with ARC will receive public input on communities of interest and potential district boundaries.

Alternative Action/Motion:

Do not receive presentation; provide direction to Commission and Staff

How Does This Item Support the General Plan? This item is consistent with the General Plan as the General plan calls for creating defined boundaries for each community.

Supervisorial District: All

Item #: 5e)

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: Darcie Antle, Assistant CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 14, 2021

Final Status: **No Action Taken**



October 7th – Public Outreach Workshop

October 26th – Board of Supervisors Redistricting Hearing #2

November 3rd – Public Outreach Workshop

November 9th – Board of Supervisors Redistricting Hearing #3 – Draft Maps Hearing

November 10th – Public Outreach Workshop

TBD – **Special** Board of Supervisors Redistricting Hearing #4 – Final Map & Redistricting Plan Adoption

December 7th – Board of Supervisors Redistricting Hearing #5 – Introduction of Ordinance

December 14th – Board of Supervisors Meeting – Adoption of Ordinance

2021 Mendocino County Advisory Redistricting Commission



Presented By:

Charlotte E. Scott, Assistant County Counsel

Cherie Johnson, Deputy Chief Executive Officer

Leif Farr, GIS Administrator

Redistricting Criteria Order of Priority

- ▶ Required Federal Redistricting Criteria: Equal Population + Voting Rights Act (Sec. 2) + no racial gerrymandering
- ▶ Ranked State Criteria
 - ▶ Geographic Contiguity
 - ▶ Keeping together neighborhoods and "communities of interest"
 - ▶ Preserving integrity of cities/census designated places
 - ▶ Bounded by easily identifiable natural/artificial barriers, streets
 - ▶ Compactness – do not bypass one group of people to get to a more distant group of people (not as highly ranked)
 - ▶ *Prohibition on favoring or discriminating against political parties*
- ▶ Additional criteria if not in conflict with prioritized criteria



State Criteria

1. **Contiguity:** Trying to keep districts from jumping around and prohibiting “point” contiguity
2. **Minimize Division of Local Neighborhoods and Communities of Interest** “A population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”
 - i. Listen to the stories of our communities
 - ii. Communities of interest serve as the building blocks for our districts
 - iii. Connect COI to concerns for County level government
 - iv. COIs do not include relationships with political parties, incumbents, or political candidates Elec. Code 21500(c)(2).



State Criteria (cont'd)

3. **Geographic Integrity of Cities and CDPs;** Note: COIs outrank cities/CDPs
 - i. CDPs include: Albion, Anchor Bay, Boonville, Brooktrails, Calpella, Caspar, Cleone, Comptche, Covelo, Hopland, Laytonville, Leggett, Little River, Manchester, Mendocino, Philo, Potter Valley, Redwood Valley, Talmage
4. **Easily Identifiable Boundaries:**

Natural barriers: rivers canyons mountains

Artificial barriers: freeways/highways, railroad tracks
5. **Geographic Compactness:** trying to maintain areas so not bypassing nearby populated areas in favor of more distant areas; (not as high ranked as other criteria)
6. **Prohibited from considering Political Parties**



Neighborhoods/Communities of Interest

redistricting@mendocinocounty.org

- ▶ What is your neighborhood, what is the boundaries of your neighborhood?
 - ▶ In the absence of public testimony, planning records and other similar documents may identify neighborhoods and their boundaries
- ▶ A community of interest is a neighborhood, community or group of people who have common policy concerns and would benefit from being maintained in a single district.
 - ▶ What defines your community and would this community benefit from being included within a single district for purposes of its effective and fair representation/ would it benefit more from having multiple representatives?

Communities of Interest Mapping

- ▶ When a group of people identify:
 - ▶ WHO you are/ What do the members of this community share in common? What is their history? Shared languages? Shared celebrations/values?
 - ▶ WHAT makes your community unique/ What differentiates the community from surrounding areas?
 - ▶ WHERE does your community live/ What are the physical boundaries of this community? What are the places and landmarks the define the community?
 - ▶ HOW are interests shared/ What are the issues that the community needs attention from local government?
- ▶ Create maps and narrative profiles and provide community stories
- ▶ Is there data to represent the stories? Numbers of people in the community, income levels, distance from critical infrastructure

Census Data

► Required Data

- Public Law 94-171 Decennial 2020 Census File (adjusted by State for inmate population)
 - This is an actual count of people taken at a specific time used to determine equal population within the supervisorial districts
 - Data is tabulated down to the block level, i.e., Census Block Geography
- American Community Survey (ACS) Data derived from surveys averaged over five years; use Citizen Voting Age Population (CVAP) for analysis in determining requirements for Majority/Minority Districts under the Voting Rights Act
- Preliminary “Legacy” data was released a couple of weeks ago;
- Counties are still awaiting the official statewide prisoner reallocated census data in mid-September



Census Data (cont'd)

► Geography

- Census Tracts, Block Groups and Blocks
 - Nested census geography
 - Blocks are the smallest area for which population data is tabulated
- City Boundaries and Census Designated Places (CDPs)
 - Used in determining Communities of Interest and in following mapping criteria



Options for Community Mapping/ Online Tools

► Pre Data Tools

- Interactive map application on the County's Public GIS Portal: Used for mapping and submitting communities of interest and can be used via screen share during public meetings to view available information

► Post Data Tools

- Interactive map application on the County's Public GIS Portal: Used for mapping and submitting communities of interest and for mapping District boundary lines
- Interactive GIS mapping tool: Used at public meetings to draw and modify district boundaries on the fly
- Public Internet District mapping tools: Possible use of internet redistricting tools, e.g., DistrictR mapping application



Communities of Interest Forms

- Members of the public can submit their proposed communities of interest through forms located here:

<https://www.mendocinocounty.org/government/executive-office/redistricting/submit-community-of-interest-public-comments-and-maps>



Redistricting Timeline

September 1	First Public Meeting of ARC/Training
September 7	ARC Public Workshop at 6:15 p.m.
September 14	BOS Redistricting Hearing #1/ joined by ARC
September 20*	
September 28*	
October 7	ARC Public Workshop
October 12*	
October 19*	
October 26	BOS Redistricting Hearing #2/ joined by ARC
October 29	<i>potential deadline to receive public's draft maps</i>
November 3	ARC Public Workshop – ARC to narrow 3-4 draft maps for BOS
November 4	<i>Staff to publish 3-4 draft maps</i>
November 9	BOS Redistricting Hearing #3/ / joined by ARC – present draft maps & BOS to identify preferred map
November 11	<i>Deadline to Publish Final Map to be considered by BOS (7 days before)</i>
November 18	Special BOS Redistricting Hearing #4 / joined by ARC BOS to approve final map
December 7	BOS Redistricting Hearing #5 – Introduce Ordinance
December 14	BOS Redistricting Hearing – 2 nd reading Ordinance

*week of

*Official CA Redistricting Data to be released b/w
Sept 12 – Oct 12
one week waiting period before drafting maps*





Mendocino County Board of Supervisors Agenda Summary

Item #: 5f)

To: Board of Supervisors

From: Planning and Building Services

Meeting Date: September 14, 2021

Department Contact: John Burkes

Phone: 234-6650

Department Contact: Nash Gonzalez

Phone: 234-6650

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of a Presentation from Code Enforcement Division Regarding Current Data, Statistical Information and Overall Division Metrics
(Sponsor: Planning and Building Services)

Recommended Action/Motion:

Accept presentation from Code Enforcement, regarding current data, statistical information, and overall Division metrics.

Previous Board/Board Committee Actions:

The Board of Supervisors requested additional information and clarification regarding the Code Enforcement information provided in the August 17, 2021 CEO Report at the August 17, 2021 Board Meeting.

Summary of Request:

On August 17, 2021, the Board requested clarification on the Code Enforcement information provided in the August 17, 2021 CEO Report; specifically clarification on the difference in the graphs and why the data was not presented consistently. Additional information was requested regarding penalties assessed, penalties collected, charting data over time, outcomes of referrals, raw data, and providing actual numbers. With the Boards approval of the Code Enforcement Reorganization and hiring of additional staffs, three of which will begin with the County on September 20, 2021, maintaining the statistical data of the Division will soon become more streamlined and efficient.

Alternative Action/Motion:

Provide alternative direction to staff.

How Does This Item Support the General Plan? Yes, the Code Enforcement Division enforces County regulations including the Zoning Code, which is in harmony with the Mendocino County General Plan and any area plans adopted pursuant thereto.

Supervisory District: All

vote requirement: Majority

Item #: 5f)

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: BU 2851

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: No

if no, please describe:

revenue agreement: No

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

CEO Liaison: Judy Morris, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 14, 2021

Final Status: No Action Taken





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

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

MEMORANDUM

DATE: SEPTEMBER 14, 2021
TO: HONORABLE BOARD OF SUPERVISORS
FROM: JOHN BURKES, CODE ENFORCEMENT SUPERVISOR
RE: CODE ENFORCEMENT UPDATE NARRATIVE FOR PRESENTATION

Code Enforcement has been continuously working on the Enhanced Cannabis Enforcement Plan implementation and Code Enforcement reorganization as directed by the Board of Supervisors. Since the direction was given on 05/11/21, Code Enforcement has hired and trained an Administrative Assistant and Staff Assistant III. Code Enforcement hired three entry level Code Enforcement Officers to start training on September 20, 2021.

The Planning and Building Services Department will be bringing an agenda item for an update to the position allocation table for Board consideration on September 14, 2021. This will create the divisional structure outlined in the Code Enforcement reorganization plan, as directed by the Board, by adding new classification positions of Code Enforcement Division Manager, Code Enforcement Supervisor, and re-configuration of the Code Enforcement Officer II (journey level) and Code Enforcement Officer I (entry level).

The Board of Supervisors requested additional information and clarification regarding the Code Enforcement information provided in the August 17, 2021 CEO Report at the August 17, 2021 Board Meeting. In addition to the revised charts in the presentation, Code Enforcement is also providing clarification on specific items as follows;

Law Enforcement Referrals

Code Enforcement displays the total referrals to Law Enforcement in the presentation. However, outcomes are not included for several reasons. First, Code Enforcement typically refers complaints with suspected criminal activity and/or major watershed violations to Mendocino County Sheriff's Department and California Department of Fish and Wildlife. Second, Law Enforcement will address the complaints as their schedule allows. Lastly, when there are joint enforcement actions taken that include both Law Enforcement and Code Enforcement, Code Enforcement will not be informed of the status of any potential criminal investigation.

In-Program Referrals

Code Enforcement is currently investigating all complaints on locations that have permits or are in application to the Mendocino County Cannabis Program. The status of outcomes related to Code Enforcement Actions are included in the presentation.

Penalties for Non-permitted Commercial Cannabis Cultivation

Code Enforcement will issue Citations when responsible parties refuse to abate non-permitted commercial cannabis cultivation. Frequently, after imposition of the citation, responsible parties abate the non-permitted commercial cannabis cultivation to stop the accrual of additional penalties. Then the citation is either paid in

full, entered into settlement and a compliance plan, is referred to County Counsel to seek a court judgement, or any combination thereof. That is why there is a difference between “Amount of Penalties Issued” and “Amount of Penalties Collected” in the data charts.

CODE ENFORCEMENT DATA

NON-CANNABIS COMPLAINTS		YTD Total as of June 2021	YTD Total as of July 2021
Mendocino Historical Review Board		2	2
Stormwater		1	1
Health Order Violations		15	19
Abandoned Vehicles		53	59
Safety / Building / Zoning / Nuisance		192	198
Total		263	279
NON-PERMITTED CANNABIS COMPLAINTS			
Investigating		28	53
Not as reported		20	20
Abated with Compliance		41	41
Notice of Violation		25	26
Administrative Citation		8	13
Referred to Law Enforcement		54	59
Total		176	212
IN PROGRAM COMPLAINTS			
Investigating		30	34
Abated with Compliance		6	6
Notice of Violation		3	3
Administrative Citation		0	0
Total		39	43
PENALTIES			
Number of Penalties Issued		8	13
Cannabis Compliance Achieved (Does not include structures)		8	13
Amount of Penalties Issued		487,240.00	2,480,980
Amount of Penalties Collected		8,000	110,640

YTD Total as of August 2021	YTD Total as of September 2021
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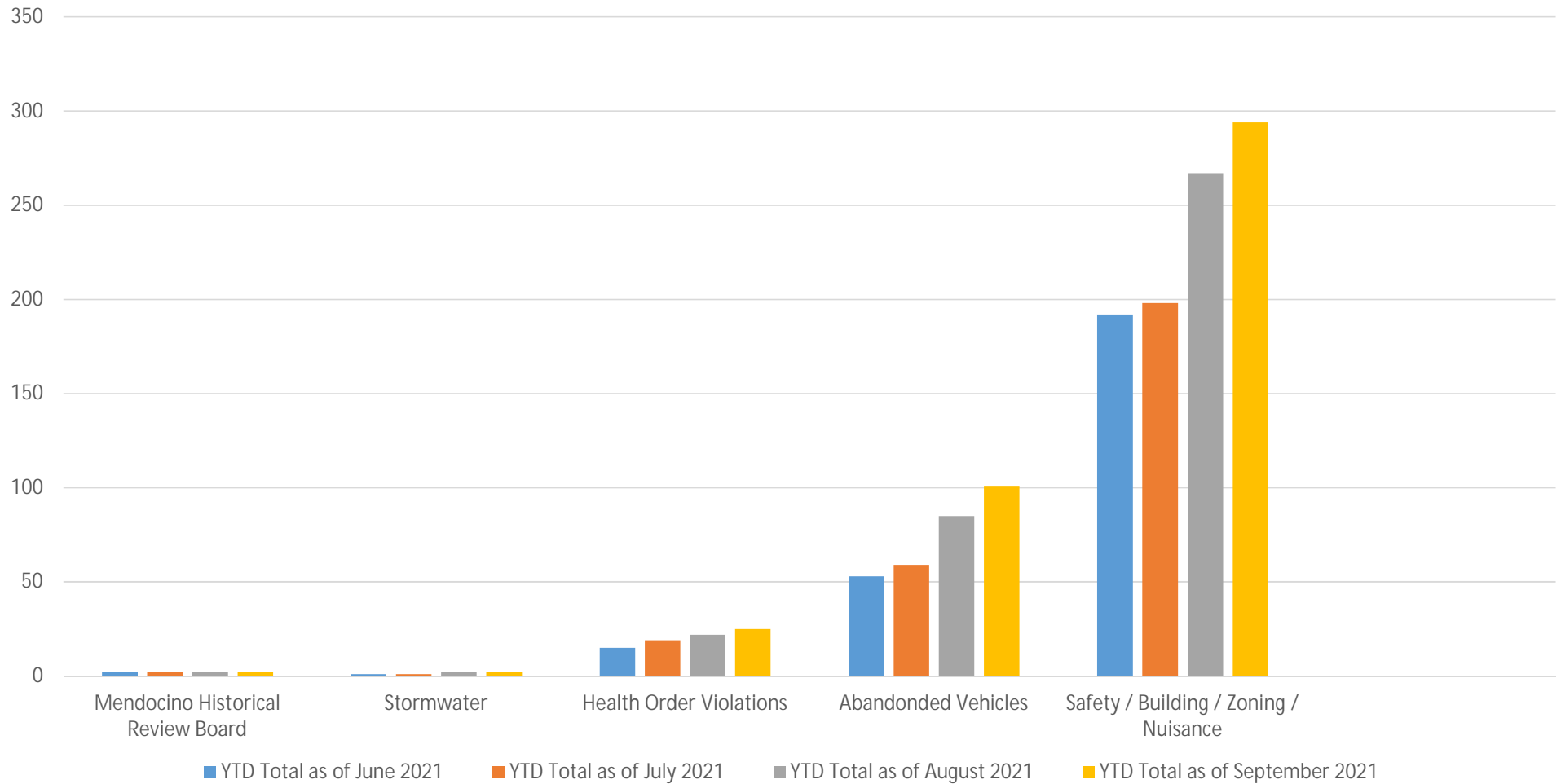
2	2
2	2
22	25
85	101
267	294
378	424

127	165
20	38
53	70
34	37
18	18
85	102
337	430

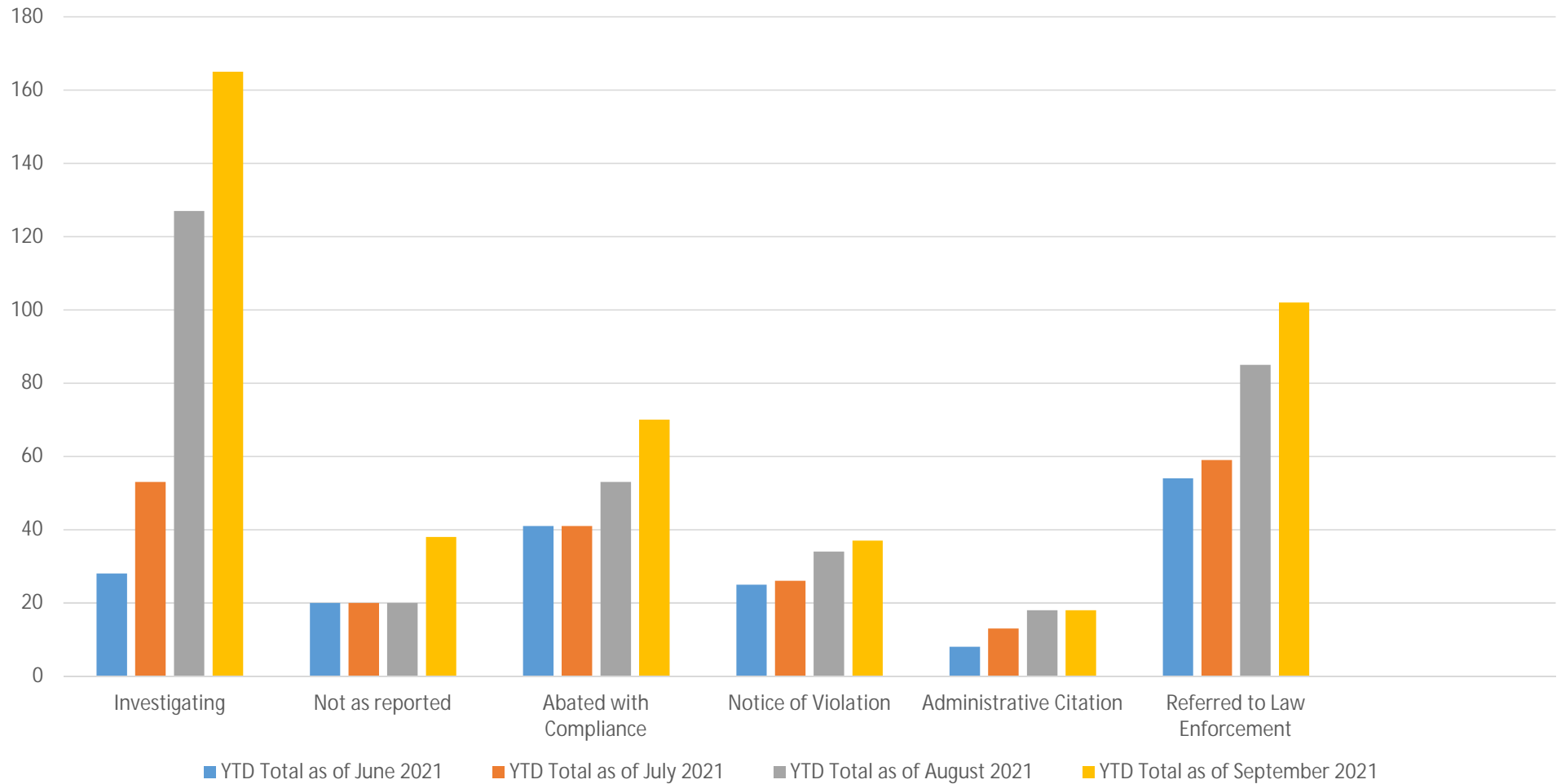
51	67
6	7
3	3
0	0
60	77

18	18
18	18
2,480,980	2,480,980
110,640.00	110,640.00

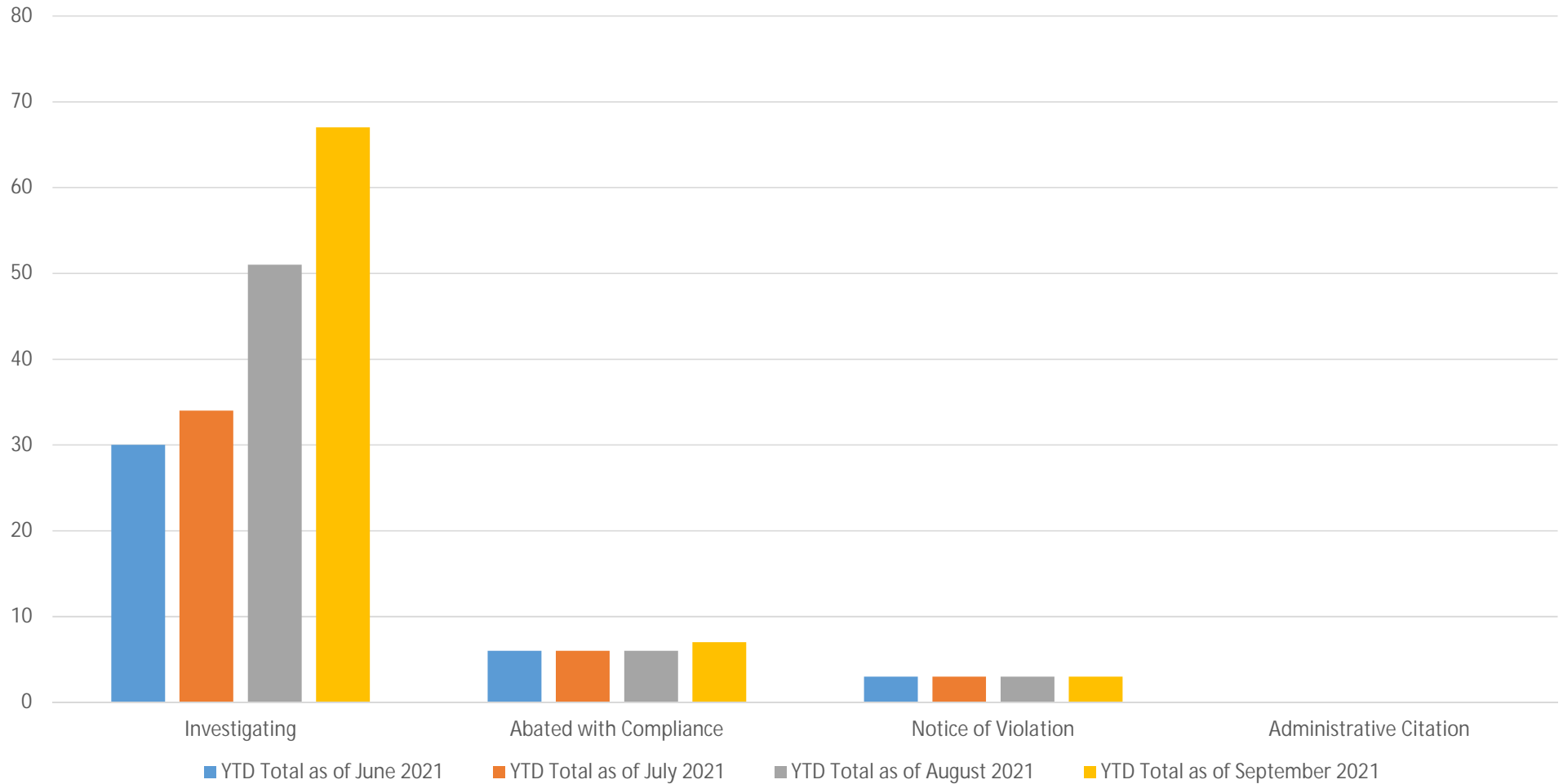
CODE ENFORCEMENT – NON-CANNABIS COMPLAINTS



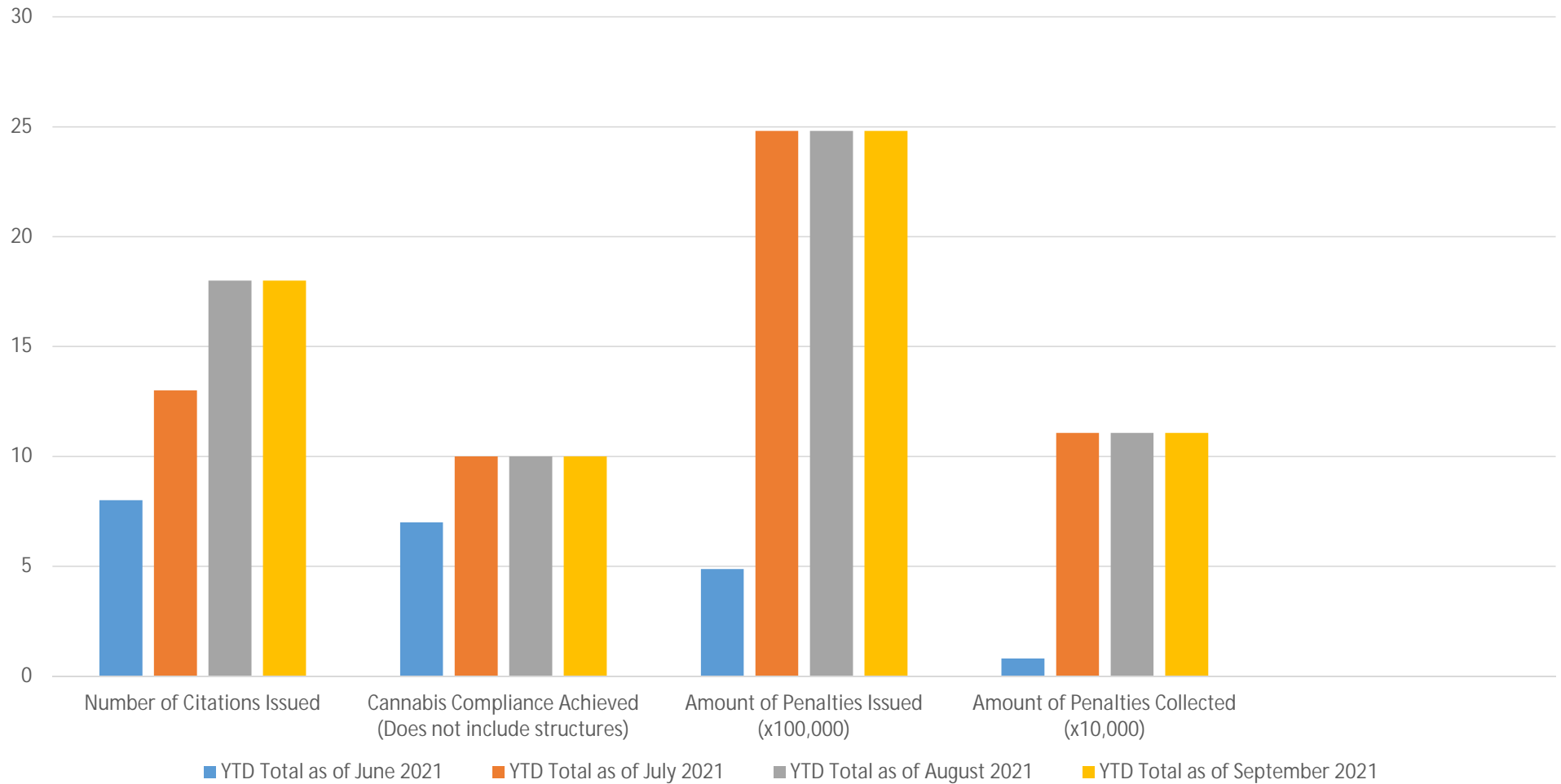
CODE ENFORCEMENT – NON-PERMITTED CANNABIS COMPLAINTS



CODE ENFORCEMENT – IN-PROGRAM CANNABIS COMPLAINTS



CODE ENFORCEMENT - PENALTIES





Mendocino County Board of Supervisors Agenda Summary

Item #: 5g)

To: Board of Supervisors

From: Assessor/Clerk-Recorder

Meeting Date: September 14, 2021

Department Contact: Katrina Bartolomie

Phone: 707-234-6826

Department Contact: Skylar Gravatt

Phone: 707-234-6827

Item Type: Regular Agenda

Time Allocated for Item: 2 Hours

Agenda Title:

Discussion and Possible Action Including Certification of the Mendocino County Referendum Petition Protesting the Ordinance Adopting Chapter 22.19 - Commercial Cannabis Activity Land Use Development Ordinance and Amending Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation Sites
(Sponsor: Assessor/Clerk-Recorder)

Recommended Action/Motion:

Pursuant to Elections Code section 9145, either (1) repeal the ordinance adopting Chapter 22.19 - commercial cannabis activity land use development ordinance and amending Chapter 10a.17 - Mendocino cannabis cultivation ordinance and Chapter 20.242 - cannabis cultivation sites or (2) submit the ordinance to the voters at the next regular election.

Previous Board/Board Committee Actions:

On June 22nd, 2021, the Board of Supervisors passed and adopted Ordinance No. 4492, adopting chapter 22.18 - Commercial cannabis activity land use development ordinance and amending chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and chapter 20.242 - Cannabis Cultivation Sites.

Summary of Request:

Attached for approval is the "Clerk's Certificate to Referendum Petition" which includes the Petition Statistics showing the results of the signature verification process. The referendum petition included more than the required 3,397 valid signatures as required by California Election Code section 9144.

Alternative Action/Motion:

Do not approve Mendocino County's Certification and direct staff on next steps.

How Does This Item Support the General Plan? n/a

Supervisory District: All

vote requirement: Majority

Item #: 5g)

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: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 16, 2021

Final Status: **Approved**



CLERK'S CERTIFICATE TO REFERENDUM PETITION

I, KATRINA BARTOLOMIE, County Clerk/Registrar of Voters

of the County of Mendocino, State of California, hereby certify:

That the referendum petition protesting the ordinance adopting chapter 22.18 – Commercial Cannabis activity land use development ordinance and amending chapter 10A.17 – Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 – Cannabis Cultivation Sites. Petitions were filed in our office on July 20th 2021.

That said petition consists of 360 sections and 6,239 signatures;

That each section contains signatures purporting to be the signatures of qualified electors of this county;

That attached to this petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

- | | | |
|----|--|--------------|
| 1. | Number of unverified signatures filed by proponent (raw count) | 6,239 |
| 2. | Number of signatures verified | 4,198 |
| a. | Number of signatures found SUFFICIENT | 3,407 |
| b. | Number of signatures found NOT SUFFICIENT | 791 |
| 1. | NOT SUFFICIENT because DUPLICATE | 56 |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of August, 2021.

KATRINA BARTOLOMIE
Mendocino County Clerk/Registrar of Voters

By: Katrina Bartolomie
Deputy Clerk

Petition Statistics

8/27/2021 3:49:00PM
CANNABIS REFERENDUM - FULL
REPEAL ENTIRE ORDINANCE

Petition ID:791

Total Sigs Required	3,397
Total Sigs Submitted	6,239
Total Sample Size	6,239
Total Sigs Verified	4,198

		TOTAL CHALLENGED
ADD	ADDRESS DOESN'T MATCH	
	Total	310
ANTSG	ADDRESS NOT BY SIGNER	
	Total	36
DUP	DUPLICATE	
	Total	56
NOADD	NO RESIDENCE ADDRESS	
	Total	38
NOSIG	NO SIGNATURE	
	Total	2
NR	NOT REGISTERED	
	Total	295
RV	REMOVED BY VOTER	
	Total	5
SIG	SIGNATURE DOESN'T MATCH	
	Total	45
WREG	WRONG REG DATE	
	Total	4
TOTAL		791

TOTAL VALID : 3,407

Dear Supervisor Williams,

Please rescind the CCAO Commercial Cannabis Activity Land Use Ordinance on September 14.

The county cannot afford a costly, divisive election about this. Sentiments are very strong against the expansion in this ordinance. The signatures against the ordinance were collected in less than 28 days with ease. I had people seek me out to sign it.

I have found myself generally in agreement with your other actions and stances. A lot of people find you very out of step with their thinking and values on this issue. Please rescind.

One of your constituents,

Kathy Borst

Large ,or even small scale production of cannabis on Mendocino County range land is not acceptable now or i n the long term interests of residents.

The county does not have the resources to enforce any regulations.

During this long period of drought we cannot afford the massive use of water for such a crop, let alone the degradation of the land.

Please do the right thing and work with other BOS members to protect our land and water.

Dear Supervisor Williams,

I am one of your constituents in Yorkville.

I Hope that you and your colleagues will take quick action to rescind the Commercial Cannabis Activity Land Use Ordinance (CCAO)/Sect. 22.18) adopted by you on June 22, 2021.

It would be unfortunate to spend the funds and time to have this go to a vote with the people of the county. It seems clear that a majority of county residents are not in favor of this ordinance as you have written it.

I won't waste your time with all the reasons why I think this ordinance is a bad idea. Except that my main concern is that it is not specific enough in the details of what will and will not be allowed.

Please vote with your board members to rescind this ordinance and get back to the real business of governing the county.

Respectfully,

Pam Callaghan

Dear Supervisor McGourty,
Please rescind the CCAO on September 14th.
Your constituents,

Tom and Catherine Davenport

Dear Supervisor Ted Williams.
Please rescind CCAO on September 14.
If you do this along with your colleagues
our Mendocino County residents will benefit
instead of losing our environmental health
and our local economic benefits.
Esther Faber
your constituent
in Little River, CA

Dear Supervisor Williams,

Please rescind the vote on the CCAO on September 14th. Please spare our county the expense of a county wide vote.

The money saved can be put to use monitoring and controlling the current cannabis cultivation and permitting process.

Expansion of cannabis cultivation will cause an already dire water shortage to worsen. Our county aquifers and wells are not being regenerated even in wet years. Expanded cannabis cultivation will have irreversible impacts on water resources, tourism, and wildlife.

My husband and I have lived here for over 30 years. Thank you for considering our opinion.

Gail Gester

Dear Supervisor Williams, please rescind the CCAO on September 14.

One of your constituents.

Peter Gordon

Dear Supervisors,

Please rescind the CCAO at your September 14 meeting. Enough is enough. Listen to the voices of the citizens.

Thank you,

Pinky Kushner

Dear Supervisor Haschek,

Please rescind the CCAO on September 14.

The county has serious health and safety issues to face and an election would be expensive and divisive.

Dee Mullen, Covelo

One of your constituents

Dear Supervisor Ted Williams,

Please rescind the CCAO on September 14.

One of your constituents,

Linda C. Naves

Dear Supervisors,

Please rescind the CCAO on September 14, 2021.

Thank you.

Val Nordeman, Laytonville

One of your constituents.

Dear Supervisors,
Please do the right thing for all constituents of Mendocino County and rescind this ordinance.
Joyce Paterson
Ukiah

**"Dear Supervisor Haschak,
(Thank you for your courage on this issue.)
Please rescind the CCAO on September 14.
Susan Short
One of your constituents.**

Dear Supervisor Mulheren,

Please rescind the CCAO on September 14.

Sincerely,

Marilyn Simpson, one of your constituents

Mr. Williams,

The majority of our citizens feel large scale expansion of cannabis production in rangeland is unacceptable. It would further deplete water resources, and, as the county will never be staffed or motivated to properly oversee it, it would result in continued, severe environmental degradation. These are common sense arguments that most citizens of our county understand, and--especially in a severe drought year--they will vote accordingly. Please align yourself with the majority of your constituents on this issue and work to avoid a costly special election.

Thank you.

Robert and Emi Taylor
Boonville Road
Ukiah

**Dear Supervisor Ted Williams,
Please rescind the CCAO on September 14.
The County does not need to waste its tax payers money on an election.
Do the right thing.**

**Sincerely, Tina Walter
One of your constituents.**

**"Dear Supervisor Haschak,
Please rescind the CCAO on September 14.
William White
One of your constituents.**

Dear Board of Supervisors,

Please rescind the CCAO on September 14 2021.

Thank you.

Linda Breckenridge
District 3

Dear Supervisor McGourty,

Please rescind the CCAO on September 14.

Sincerely,
Patricia Diane Clifton
One of your Constituents

Dear Supervisor McGourty,

Please rescind the CCAO on September 14.”

Sincerely Denise Doering
One of your constituents

Dear Supervisor John Haschak,
PLEASE rescind CCAO 22.18 on September 14, 2021. The people have made their concerns clear with the overwhelming number of signatures on the People's Referendum presented to the BOS. As one of your constituents, I'm humbly asking you to do the right thing in this urgent matter and vote NO on this Ordinance.

Thank you for your time in reading this email.

Kind regards,
Sheila Matthias

Dear Board of Supervisors,

Please rescind the CCAO on September 14 2021.

Thank You.

Judy Shelly
District 3

Dear Supervisor Haschak,
Please rescind the CCAO on September 14.
Thank you.

Bruce Andich (One of your constituents)

Dear Supervisor Williams,

Please rescind the CCAO on September 14. I am one of your constituents, and I vote.

Sincerely,

Peter Brodigan
Yorkville

To all of Mendocino County Supervisors,

Please vote to rescind the CCAO On 14 September, 2021.

Thank you for your time,

Suki Dewey-White

Please rescind the awful Cannabis Ordinance

Steve Smith

Dear Supervisors,

On September 14th please rescind the CCAO. Those who took time out of the rest of their lives to gather signatures for the referendum and all those who signed it have showed how clear they are about the inappropriateness of this ordinance. Please spare us all the expense, time, and energy that will be consumed if you force this onto the ballot.

Sincerely,

Kirk Lumpkin and Lyn Talkovsy

Dear Supervisor Haschak,

Please rescind the CCAO on September 14. Thank you, one of your constituents, Kathi Shipley

Dear Board of Supervisors,

I am a Willits resident, a healthcare worker, a small business owner and a concerned citizen.

I strongly urge you to vote to rescind this cannabis expansion ordinance. The public has spoken its concerns and you are all surely aware of how unpopular this ordinance is.

This is where we LIVE. We are experiencing a water shortage, drought. This is our HOME.

To put this issue up for a vote will no doubt end up with the same result which would be rescission of the ordinance, so why go through the extra cost?

In doing so, the community would look more favorably upon you and would come together to help support fixing problems in the current ordinance and enforcement program.

Please, let's all wake up and act conscientiously. You have the power to stop something very detrimental from happening to this community.

Thank you, Kate Black, PA-C, L.Ac

Dear Supervisor Williams,

Please rescind the CCAO on September 14. In a drought situation as dire as this one is, I can't support any sort of agricultural expansion when people are having their wells go dry.

Thank you,
Adrian Card
One of your constituents

Dear Supervisors,

Please rescind the cannabis expansion ordinance (CCAO, 22.18).

As a petition signature gatherer I saw that most people in Mendocino County are not in favor of cannabis cultivation expansion - at least until we have more water, an EIR and a permitting process that has processed the current applicants. I understand how frustrating it is to know the county needs revenue and to see big cannabis grows as a way out of money woes. Please don't waste \$300,000 on a special election. Postpone the expansion until it is wise to do so!

Sincerely,

Robin Goldner, 3rd District Resident

Supervisors,
Please rescind the Cannabis Expansion Ordinance.
Lynn Graves Gulyash
Karl Gulyash

Dear Board of Supervisors,

Please rescind the CCAO on September 14.

Shamsi Mawlaoui & Nataliya Kolb

Two of your newest constituents in Yorkville.

Thank you,
S.

Shamsi Mawlaoui
President/CEO
ZAS International, Inc.

Subject: Marijuana ordinance

Dear Supervisors—I appreciate the hours of deliberation and thought that you have put into the new pot ordinance and believe it is a big improvement. However, I do not like the allowance of growsites even on previously cultivated rangelands. Can you drop this divisive portion of the ordinance and keep the rest without recalling the whole thing? I think that would largely appease the critics. I would not like to see this go to a vote—too many special interests are involved. Also, we desperately need more enforcement and a will to enforce, IMO.
Respectfully—Suzanne Pletcher,

PS. I urge you to hire a new and progressively minded CEO from outside the County rather than promoting from within. Our County needs and deserves someone with progressive ideas about open space, tourism, leadership and teamwork—more in line with the City of Ukiah—and I don't see that mindset in any of the people in line to replace the current CEO.

Sincerely—Suzanne

Dear Supervisor Ted Williams,
Please rescind the CCOA on September 14. Thank you.
Sandy Mailliard
One of your constituents

Dear Supervisor Mulheren,

Please vote to rescind the CCAO on September 14.

Sound governance requires the Board to have knowledge of the potential impact on the water resources of our county prior to enacting any such ordinance. Individual use permit hearings will be piecemeal and highly specific, not providing the systemic information needed, particularly in view of recurring droughts and the reality of climate change.

Linda Bailey
General Counsel/Manager, Mendocino County Water Agency (ret.)
One of your constituents

Dear Supervisor Haschak, please rescind the CCAO on September 14.

Sincerely,

Bonnie Belt, One of your constituents.

Dear Supervisor,
Please rescind the CCAO on September 14, 2021.
Thank you
Helen Sizemore
Your constituent in Ukiah

Dear Board of Supervisors,

Please rescind the CCAO on September 14.

Thank you!

Two longtime residents of Mendocino County,
Nancy T Wood and Steven K Wood

Dear Supervisor HASCHEK, please rescind the CCAO on September 14.

**One of your voting constituents,
Robin
Madison**

Dear Supervisor Williams, please rescind the CCAO on September 14.

Respectfully,

One of your constituents, Margot Rawlins

Margot Mailliard Rawlins

Dear Supervisors,
Please rescind the CCAO on September 14.
Karen Rifkin

--
Karen Rifkin

Dear Supervisor Williams,

Please rescind the CCAO on September 14. Expansion of Cannabis cultivation is a terrible mistake in a time of severe drought, especially in light of the extremely careless environmental practices of so many of the growers.

**Your constituent,
Steven Wood**

--

Steven Wood Architect, AIA

Dear Supervisor Williams, please rescind the CCAO on September 14. These are the reasons this CCAO is a very bad idea. And rescinding this ordinance will also save taxpayer money and negate the need to put this on the ballot where it is sure to lose. Please show your constituents that you care about them and their concerns. We don't more marijuana in our county.

Deanna Apfel
A Constituent

- * Wells and waterways are running dry throughout the County. There isn't enough water for even normal residential and agricultural uses, much less protecting homes from fires. This situation will likely persist indefinitely into the future, not just until next winter. Rescinding this unpopular ordinance, which allows significant to massive expansion of a non-essential agricultural product, largely without watershed-wide data on groundwater and aquifers, would reassure the public that the Board of Supervisors recognizes the severity of the problem and the sacrifices residents across the County are already making.
- * Everyone wants to see time and money applied to finding and abating illegal grows and cleaning up the environmental pollution caused by illegal (and sometimes legal) cannabis operations. Rescinding the CCAO simplifies this complex task and sends the message that the citizens want to hear: cleaning up the existing mess is a higher priority to the Board than allowing cannabis expansion at this time.
- * There is strong countywide opposition to expanding cannabis cultivation at this time. In only 28 days, volunteers gathered signatures from almost 20% of the total number of residents who voted in the last gubernatorial election!
- * Rescinding the CCAO, instead of putting it to a vote, would save county taxpayers the expense of a special election (\approx \$300,000) or the considerable expense of adding this measure to the next regularly scheduled election. These monies are sorely needed for programs and projects that will benefit Mendocino County citizens.
- * Wells and waterways are running dry throughout the County. There isn't enough water for even normal residential and agricultural uses, much less protecting homes from fires. This situation will likely persist indefinitely into the future, not just until next winter. Rescinding this unpopular ordinance, which allows significant to massive expansion of a non-essential agricultural product, largely without watershed-wide data on groundwater and aquifers, would reassure the public that the Board of Supervisors recognizes the severity of the problem and the sacrifices residents across the County are already making.
- * Everyone wants to see time and money applied to finding and abating illegal grows and cleaning up the environmental pollution caused by illegal (and sometimes legal) cannabis operations. Rescinding the CCAO simplifies this complex task and sends the message that the citizens want to hear: cleaning up the existing mess is a higher priority to the Board than allowing cannabis expansion at this time.

- * There is strong countywide opposition to expanding cannabis cultivation at this time.

In only 28 days, volunteers gathered signatures from almost 20% of the total number of residents who voted in the last gubernatorial election!

- * Rescinding the CCAO, instead of putting it to a vote, would save county taxpayers the expense of a special election ($\approx \$300,000$) or the considerable expense of adding this measure to the next regularly scheduled election. These monies are sorely needed for programs and projects that will benefit Mendocino County citizens.

Dear Supervisor Mulheren-

Please rescind the CCAO on September 14.

One of your constituents, Laura Fogg

Dear Supervisor Williams-

Please rescind the CCAO on September 14th.

Thank you.

Your constituent-

Martha Hyde

Dear Mr. McGourty,

As one of your constituents, I ask you to rescind the CCAO on September 14th.

Thank you,
Kay Lieberknecht

Dear Supervisor Mulheren, please rescind the CCAO on September 14.

Sincerely,
Charlie Seltzer
one of your constituents

Dear Supervisor Haschak, please rescind the CCAO on September 14.

The citizens of Mendocino County have made it perfectly clear that they don't want big growers coming in here and taking all the water.

The campaign for The People's Referendum to Save Our Water, Wildlife, and Way of Life will not have to go on and on and an election on the referendum will not have to be held if the CCAO is rescinded. That will save us all a lot of time and money.

Thanks for your attention to this matter.
Ellen Faulkner, one of your constituents.

Supervisors:

I'm writing to urge you to rescind the ordinance on your agenda when you meet on September 14.

I trust you are well aware of your options for modifying it in order to improve it and thereby make unnecessary the drastic terms of the referendum that has qualified for the ballot.

I am a resident of the 2nd District and have communicated this request directly to Supervisor Mulheren.

thank you,
Dan Hibshman

Law Offices of
Stuart M. Flashman
5626 Ocean View Drive
Oakland, CA 94618-1533
(510) 652-5373 (voice & FAX)
e-mail: stu@stuflash.com

Delivery via email

September 10, 21

Mendocino County Board of Supervisors
501 Low Gap Road
Room 1010
Ukiah, CA 95482

Re: Certification and Determination of Board action on Referendum
Against Ordinance No. 4492 (Cannabis land use and cultivation)

Dear Supervisors:

I am writing to you on behalf of my clients, the proponents of the above-referenced referendum petition, in regard to the scheduled actions on the Board of Supervisors agenda for Tuesday, September 14, 2021: to receive the County Clerk's certification of the above-referenced referendum petition and then take action on that petition pursuant to Elections Code Sections 9145 and 9146. It is my understanding that you have received legal advice on the proper procedures to follow on these matters from the office of the Mendocino County Counsel.

As an attorney who has been involved in California elections law, and specifically the laws applicable to initiatives and referenda, for over thirty years, I have been asked by my clients to provide my comments on the proper legal procedures, as well as certain legal risks associated with some actions you might be considering.

PARTIAL REPEAL OF THE ORDINANCE

The question has been raised whether the Board has the ability, in response to the referendum petition, to repeal only part of the ordinance, while leaving other parts in place. The answer to this question is no.

Elections Code Section 9145 provides that, "If the board of supervisors does not entirely repeal the ordinance against which a petition is filed, the board shall submit the ordinance to the voters..." [emphasis added] This indicates that the Board has before it only a binary choice – either entirely repeal the ordinance or place the ordinance before the voters. That interpretation has been confirmed by the courts.

In *County of Kern v. T.C.E.F., Inc.* (2016) 246 Cal.App.4th 301, The Board of Supervisors of Kern County, in response to a referendum petition challenging a newly enacted ordinance prohibiting marijuana dispensaries, attempted to rescind not only the recently-enacted ordinance, but a prior ordinance that had effectively allowed marijuana dispensaries in commercial zones. The result of the combined rescission was to, in effect, totally prohibit marijuana dispensaries. The county attempted to use this new situation to shut down existing dispensaries in commercial areas, but a dispensary challenged the county's action. The court of appeal held that the county's action in rescinding both the new ordinance *and the prior ordinance* had violated Section 9145 and was therefore void. As it explained:

We interpret the phrase "entirely repeal the ordinance" in section 9145 as synonymous with "wholly revoke the ordinance" and "rescind the ordinance in all its parts," and conclude this meaning limits the additional action a board of supervisors may take to

implement the essential feature of the protested ordinance. Specifically, we conclude the additional action taken by a board may not have the practical effect of implementing the essential feature of the protested ordinance. In other words, additional action by a board of supervisors violates section 9145 *if it fails to return to the status quo ante on the essential feature of the protested ordinance.* (Id. at p. 322 [emphasis added].)

The Court's conclusion could hardly be clearer. The intent of Section 9145 is that the rescission of the referended ordinance must return things to where they were before *that ordinance* was adopted. By going further, and rescinding the prior ordinance, the Supervisors had, in effect, circumvented the referendum and the intent of the voters who had signed it.

TIME PERIOD IN WHICH REENACTMENT IS PROHIBITED

For municipal referenda, Elections Code Section 9241 prohibits re-enactment of an ordinance rescinded in response to a referendum petition, either by the legislative body or the voters, for a period of one year from the rescission. The Elections Code's provisions for county referenda on re-enacting a referended ordinance are silent on the period within which re-enactment is prohibited. Nor have I located any appellate case that discusses the period of prohibition for a county referendum, but there is no obvious reason why it would not be the same – one year – as applies to municipal referenda.

RISK IN ENACTING A NEW ORDINANCE

While it seems clear that an ordinance rescinded in response to a referendum petition cannot be re-enacted verbatim, in all likelihood for a year, the question is what can be done during that year. Attempts to enact essentially the same ordinance with minor alterations have been rejected by the courts. (*Martin v. Smith* (1959) 176 Cal.App.2d 115 [approving a new lease, with only the term of the lease changed].) However, enactment of a new but different ordinance is not necessarily prohibited. As was stated in *In re Stratham* (1920) 45 Cal.App. 436, 439, 440

[O]rdinarily, when an ordinance which has been suspended by a referendum has been repealed by the council, the council cannot enact another ordinance in all essential features like the repealed ordinance; ... The council may, however, deal further with the subject matter of the suspended ordinance, by enacting an ordinance *essentially different* from the ordinance protested against, *avoiding, perhaps, the objections made to the first ordinance.* If this be done, not in bad faith, and not with intent to evade the effect of the referendum petition, the second ordinance should not be held invalid for this cause. [emphasis added] (*Accord, Gilbert v. Ashley* (1949) 93 Cal.App.2d 414.)

Of course any new ordinance would need to go through the normal legislative process, and even if different, it could also be subject to referendum. As to the question of how different a new ordinance would need to be to survive possible legal challenge, that is a grey area. In *Gilbert v. Ashley, supra*, while the new ordinance was also, like the referended ordinance, a business license tax, it was in a different year, the revenue would be applied to different purposes, the tax rate was different, there were different exemptions, etc. The differences were sufficient that it survived court challenge. Clearly, as to the validity of a replacement ordinance, the devil may be in the details. The closer the replacement ordinance gets to what was referended, the higher the risk of it being overturned by the courts.

My clients hope you will find these comments useful in considering their referendum petition.

Most Sincerely,

9/12/2021

To: Mendocino County Board of Supervisors

Re: Item5G, BOS meeting Sept 14, 2021

Dear Board of Supervisors,

Please rescind the Commercial Cannabis Activity Land Use Development Ordinance. We have no significant code or legal enforcement in place that can address the current pandemic of illegal/non-compliant Cannabis grows that exist in our County. Without enforcement, we can only expect more of the same, even if we can create a pathway, via a new ordinance, that will allow cultivators to be compliant with California state requirements.

Lack of water is also an issue. Water trucking to the illegal grows compounds the negative impact of these grows. Even though the new ordinance prohibits water trucking who will do the enforcing?

Sincerely,

Marilyn Magoffin
Covelo/ Albion

To: Mendocino County Board of Supervisors
bos@mendocinocounty.org

From: The People's Referendum to Save Our Water, Wildlife and Way of Life
katem@mcn.org

Dear Chair Gjerde and Members of the Board,

The proponents of the referendum to rescind the Commercial Cannabis Activity Land Use Development Ordinance (CCAO) urge you to vote to rescind this ordinance.

Our signature-gathering success shows that the general public opposes cannabis cultivation expansion in this time of countywide water shortages and predicted long-term drought conditions, especially in the absence of an environmental impact report.

We proponents of the referendum, and the public, encourage the Board to resolve the referendum quickly by voting to rescind so that the Board and the public can focus on bringing forward solutions to mutually recognized problems that need fixing. Such issues include, but are not limited to, ending the use of trucked water for irrigation of cannabis farms; prohibiting the use of road base and other materials that damage agricultural soils; and requiring hydrologic studies for new cannabis cultivation in the agricultural zone. These actions could come forward either as amendments to the existing ordinance, or as a new ordinance.

The question has been raised as to whether the Board is legally barred for one year from bringing forward ANY issue addressed in a rescinded ordinance, whether rescinded by a vote of the Board or at the ballot box four to nine months from now.

According to our referendum attorney, the board can bring back, in either an ordinance or amendments to an existing ordinance, any item in the CCAO, whether rescinded by vote of the board or a vote of the people at the ballot box, that was not specifically a target of the Referendum.

Based on his advice, we wish to reassure the Board that you can safely amend 10A.17 or create a new ordinance to address the issues raised above (water trucking, use of road base and gravel on agricultural soils, etc.) without threat of a lawsuit brought by proponents of The People's Referendum. Our referendum did not oppose those elements of 22.18 and we enthusiastically support such improvements to county cannabis code.

Furthermore, according to our attorney, if someone did sue the county for bringing back those elements, a judge would examine the literature put forth by the proponents of The People's Referendum and determine that the lawsuit was without merit.

We urge the Board not to be distracted by such an unlikely scenario, but rather to act now to rescind the ordinance—a decision the majority of the public is eager for the Board to make.

The proponents of The People's Referendum also recognize the urgent need of Phase 1 growers to complete the county permitting and state licensing processes and we are open to the

introduction of discretionary land use elements into 10A.17. We have no desire to delay these processes.

The referendum proponents would like to join with the public and the Board to address and act on the above issues and others of common concern. We all want to begin that process now, and we would all like to avoid the delay and expense of a campaign that would serve only to test local resolve against externally funded propaganda. As long as the substantive goals of the referendum are honored, the referendum proponents have no desire to delay or stand in the way of moving forward to address ongoing issues in an open and collaborative way. By rescinding the ordinance now the Board will make it possible for that process to begin immediately.

Thank you again for considering these issues. Please contact us at the above email or by phone at 463-0839 (Kate Marianchild) if you would like to discuss the above further.

Sincerely,

TPR Steering Committee

Sherrie Ebyam, Kate Marianchild, Steve Scalmanini, Dennis Slota, Ron Stark, Ellen Drell, Sheila Jenkins

Hello Supervisors, please rescind the CCAO on the 14th.

We are in our 70's and used to smoke pot, so believe it's an acceptable way of recreation for those who choose to do so. For it to be grown locally, seems ideal, but a big expansion of cultivation we believe will invite non-local businesses moving in for their profit, at our small town Ukiah expense.

Our relatives who moved to Covelo in the the 1970's, are now afraid to live there because of the type of people who have come to grow pot there. Hearing their stories, we are discouraged from going there to visit. We don't want to become afraid of living in Ukiah. So to be on the safe side, please rescind CCAO.

Thank you, Tom and Helen Lefebvre

Dear Supervisors,

I am writing, once again, to request that you honor the thousands of citizens who have spoken in their legal capacity to redress the decisions we believe are not in the interest of our broader community. With thousands of signatures on both referenda, we encourage you to deeply reconsider the pressing needs of our community, for water for homes, water for fire control, water for maintenance of our ongoing businesses, water for support in this terrible drought. You could amend the present ordinance to include no water trucking to illegal cannabis sites, no more hoop houses sprawling across the valleys and range lands, and no large scale corporate expansion on range and agricultural lands. We need enforcement of illegal grows. Heritage growers who have permits for 1/4 acre need assistance in processing their applications.

Thank you for envisioning a way to honor your citizens' needs for living safely in this county, where crime doesn't claim the upper hand, where neighbors work together to support their common values treasuring as we do, Water, Wildlife and our Way of life.

Sincerely,

Paula Fugman

Dear Supervisor Haschak,

I am writing to ask you to please vote to rescind the CCAO on Sept. 14th. I am a small family farmer located in Little Lake Valley. We believe there is a high value (way beyond money) to having healthy, local food available in our area. However, like many local farmers we are struggling to find the water to grow food. We believe that local food is more important than a development model based on large industrial, commercial cannabis growers that require lots of water and compromise the environment and our quality of life.

Thank-you.

Your constituent,

Sara Grusky

Dear Supervisors,

I urge you to rescind the Cannabis Expansion Ordinance. After, and only after the County has controlled illegal cannabis grows and demonstrated its capacity to enforce the rules it currently has in place, then we may consider an expansion of cannabis farming. In the meantime, the County should concentrate on providing administrative flexibility and efficiency to assist small farmers in becoming taxpaying compliant business people.

Marc Komer, Willits

Please resend the cannabis expansion ordinance. We are in a time of drought with no end date. It is not time to increase any agricultural endeavor, even though you think it will bring in more funds to the county. It will only harm the people's water needs and the environment in the county to expand this time. Please rescind. Thank you, Dolly Riley, Redwood Valley

Dear Supervisor Haschak, as well as Supervisors Mulheren, Gjerde, McGourty and Williams, I urge you to vote to rescind the CCAO, while moving forward on several improvements to the old ordinance. A vote to rescind now will save taxpayers money for an election, a long in delay in resolving the issues, and a potentially acrimonious and confusing campaign on a ballot measure. If you choose NOT to rescind at this time, the public vote would likely end in rescission of the ordinance anyway, since it is, in my observation, clearly unpopular with the vast majority of County residents.

The quality of residents' lives and our precious County environment must be prioritized over perceived economic gains, which I believe would be short-term at best. A vote to rescind respects the wishes of your constituents and protects the long-term well-being of our County. Future expansion of cannabis and other agricultural land uses may be possible, if justified by a comprehensive EIR and collaborative planning process.

Sincerely,

Madge Strong

Dear Supervisor Mulheren,

I have lived in the West Side of Ukiah since 1988. I have watched and lived through the valley ripe with water, diverse agricultural crops and farm animals. Over the years we have lost valuable agricultural lands to vineyards. The valley and surrounding lands have become a MONO CULTURE to the VINE. Now Oak Woodlands/Range lands are under threat of CANNABIS grows. Both of these crops are high water users.

This past year I have watched the unprecedented removal of Oak and Redwood trees from the surrounding neighborhood streets and residences in Ukiah. These trees have supplied shade to our streets and residences, habitat for birds and wildlife and carbon up take from increasing vehicle traffic.

We do not need to lose more Oaks and Rangelands, which are the keystone species to this area, to a high water crop such as Cannabis.

Please vote to rescind the CCAO.

Sincerely,

Rebecca Thune

please recind the passed cannabis expansion ordinance

Re: CCAO

Dear Chair Gjerde and Supervisors,

The steering committee for The People's Referendum urges you to rescind the ordinance as the fastest way to respond to the will of the people and get to work on the things that all of us care about.

Thank you very much,
Sheila Jenkins
Steering Committee Member

The following Mendocino County citizens have endorsed The People's Referendum to Save Our Water, Wildlife, and Way of Life and call for rescission now. The majority of the 6,239 signers of the petition also endorse the referendum but we haven't had the time to contact them yet.

Tamara Adams ♦ Judy Albert ♦ Mark Albert ♦ Tom Allman ♦ Rosalie Anchordoguy ♦ Bruce Andich, MD ♦ Antonio Andrade ♦ Louisa Aranow ♦ Paulette Arnold ♦ Deb

Attaway ♦ Maddy Avena ♦ Joe Ayres ♦ Kathleen F Azarnoff ♦ John Azzaro ♦ Peggy Backup ♦ Brian Baker ♦ Meghan Baker ♦ Alexa Baldwin ♦ Kim Bancroft ♦ Ace

Barash, MD ♦ Martha Barra ♦ Anne Marie Bauer ♦ Lisa Bauer ♦ Peter Bauer ♦ Julie Bawcom ♦ Lucy Bayer ♦ Chris Bennett ♦ Kate Black ♦ Jack Booth ♦ Mimi Booth

♦ Jeff Boyce ♦ Craig Boyle ♦ Kathy Borst ♦ Martin Bradley ♦ Susan Bradley ♦ William Bradley ♦ Rich Brazil ♦ Erin Brazil ♦ Lisa Bregger ♦ Armand Brint ♦ Dot

Brovarney ♦ Pam Brown ♦ Bill Bruneau ♦ Linda Burris ♦ Bob Bushansky ♦ C&C Construction ♦ Colleen Carter ♦ Michael Charnes ♦ Melinda Clark ♦ Diane Clifton ♦

Estelle Palley Clifton ♦ Carol Connerton ♦ Jamie Connerton ♦ Kathy Cox ♦ Rosamond Crowder ♦ Meg Courtney ♦ William H. Cull ♦ Vergilia Dakin ♦ Gail Dammuller ♦

John Dammuller ♦ Cathy Davenport ♦ Tom Davenport ♦ Lynn Davis ♦ Chris Decater ♦ Gloria Decater ♦ Steve Decater ♦ Mike Dell'Ara ♦ Tom de Marchi ♦ Marisela de

Santa Anna ♦ Larry Desmond ♦ Carlin Diamond ♦ Laura Diamond, PhD ♦ Artemis DiMartino ♦ Kimball Dodge ♦ Denise Doering ♦ David Drell ♦ Ellen Drell ♦ Jone

Duggan ♦ Tim Easterbrook ♦ Sherrie Ebyam ♦ Annie Esposito ♦ Esther Faber ♦ Helen Falandes ♦ Donna Farmer ♦ Erica Fielder ♦ Laura Fogg ♦ Michael Foley ♦ The

Forest People ♦ Eric Frye ♦ Larry Fugman ♦ Paula Fugman ♦ Patti Gardiner ♦ Richard Gardiner, MD ♦ Mike Gardner ♦ David Garnish ♦ Phil Gary ♦ Debbie Ghanadin

♦ Cassie Gibson ♦ Wendell Gilgert ♦ Earlene Gleisner ♦ Robin Goldner ♦ Barbara Goodell ♦ Rob Goodell ♦ Julie Goodwin ♦ Mel Goodwin ♦ Judith Greenleaf ♦ Neil

Grosso ♦ Greg Grube ♦ Robin Grube ♦ Sara Grusky ♦ Julian Hardage-Vergeer ♦ Richard Hincker ♦ Charlene Holbrook ♦ Lee Howard ♦ Abeja Hummel ♦ Gerald Irwin

♦ Susanna Janssen ♦ Allen Janusz ♦ Dan Jenkins ♦ Sheila Jenkins ♦ Lynn Dee Johnson ♦ James King ♦ Jeanne King ♦ Benna Kolinsky ♦ Larry Knowles ♦ Marc Komer

♦ Patricia Kovner ♦ Pinky Kushner ♦ Betty Lacy, MD ♦ Barbara Lamb ♦ Susan Larkin ♦ Monty Levenson ♦ Sonja Lewis ♦ Maria Licea ♦ Kay Lieberknecht ♦ Sandra

Linn ♦ Judy Luria ♦ Ronald S. Lippert ♦ Freddie Long ♦ Kirk Lumpkin ♦ Ann Maglinte ♦ Jon Maglinte ♦ Michael Maltas ♦ Daniel Mandelbaum, MD ♦ Sheila Matthias

♦ Marilyn Magoffin ♦ Pita Mann ♦ Kate Marianchild ♦ Sande Marshall ♦ Shamsi Mawlaoui ♦ Sheila McCarthy ♦ Larry McCarthy ♦ Lynda McClure ♦ Marita

McDonough ♦ Todd McMahan ♦ Daphne McNeil ♦ Donna Mecca ♦ Debra Meek ♦ Jonathan Middlebrook ♦ Scott Miller ♦ Cathy Monroe ♦ Kim Monroe ♦ Mary

Monroe ♦ Debra Moore ♦ Hayley Moore ♦ Trudy Morgan ♦ Dee Mullen ♦ Miranda Musgrave ♦ Chris Neary ♦ Alan Nicholson ♦ Adriane Nicolaisen ♦ Ed Nickerman ♦

Jan Nickerman ♦ Aaron Niderost ♦ Liliane Ninaud ♦ Valerie Nordeman ♦ Dennis O'Brien ♦ Mary O'Brien ♦ Kate O'Connor ♦ Douglas Olcott ♦ Jacqueline Orozco ♦ Juan

Orozco ♦ Carol Orton ♦ Bob Page ♦ Tom Palley ♦ Mary Pat Palmer ♦ Vicki Patterson ♦ Isa Posner ♦ Linda Posner ♦ Paul Poulos ♦ Vivian Sotomayor Power ♦ Doug

Prado ♦ Ulla Rand ♦ Clancy Rash ♦ Margot Rawlins ♦ Elizabeth Raybee ♦ Geoffrey Rice, MD ♦ Tim Rice ♦ Beth Riedel ♦ Gail Richards ♦ Karen Rifkin ♦ Eve-line

Rodriguez ♦ Martin Rodriguez ♦ Karen Rosen ♦ Jo-ann Rosen ♦ Norm Rosen, Attorney- at-Law ♦ Round Valley Auto Care ♦ Steve Scalmanini ♦ Erica Seelig ♦ Henry

Shebitz ♦ Judy Shelly ♦ Janie Sheppard ♦ Susan Sher ♦ Susan Short ♦ Esther Siegel ♦ Jeff Simpson ♦ Marilyn Simpson ♦ Dennis Slota ♦ Diane Smalley ♦ David

Smith-Ferri ♦ Sherrie Smith-Ferri, PhD ♦ Jennifer Sookne ♦ Barbara Stanger ♦ Leo Stanger ♦ Ron Stark ♦ Park Steiner ♦ Anna Marie Stenberg ♦ Divora Stern ♦ Madge

Strong ♦ Lynn Talkovsky ♦ Rain Tenaqiya ♦ Jerry Tergis ♦ Marvin Trotter, MD ♦ Paul Truette ♦ Irma Turner ♦ Phoenix van Hardenbroek ♦ Sally Underwood ♦ Hal

Wagenet ♦ Peter Walbridge ♦ Terri Turner, DO ♦ Barbara Ware ♦ Mary C. Waters ♦ Dobbie Wattenberg ♦ Annie Waters ♦ Teri Wells, PhD ♦ Jim Werner ♦ Robert Werra,

MD ♦ Sigrid White ♦ William White ♦ Doris Wier ♦ Wendy Wilmes ♦ Willits Little Lake Grange ♦ Steve Wood ♦ Don Willis ♦ Cortlandt Wilson ♦ Pat Wilson ♦

Richard Wilson ♦ Patricia (Pien) Yarborough ♦ Paul Yarborough ♦ Lynn Zimmerman

September 13, 2021

Mendocino County Board of Supervisors
501 Low Gap Rd.
Ukiah Ca. 98482

Re: Agenda item 5g

Dear Supervisors,

I encourage you to vote to rescind 22.18.

Best regards,

Ron Stark
Covelo/Albion



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

September 13, 2021

Re: Item 5g on 09/14/2021 - Protecting Existing Operators in the Context of the Referendum on Chapter 22.18

Honorable Supervisors,

Mendocino County stands at a crossroads in securing the future of its traditional cannabis industry and community. MCA continues to advocate for a land-use based, discretionary permit process as necessary for an unknown number of current licensees to receive their County Annual Cultivation Permit and State Annual Cultivation License. We must keep this pathway open with an eye towards supporting these Essential local businesses, while acknowledging the need for thorough environmental review prior to expanding canopy or zoning allowances.

The referendum to repeal Chapter 22.18 has qualified, and from our perspective the Board of Supervisors is faced with two choices on how to proceed. The families and employees of over 700 small cannabis businesses in Mendocino County are looking to your leadership to protect their livelihoods and their significant investment into lawfully operating a cannabis business in the regulated market.

The stakes are significant. If a pathway that allows the conditioning of a permit is lost for existing cultivators, an unknown number of operators may be forced out of business through no fault of their own, which would create severe hardships for those small businesses and homestead farmers, and result in decreased tax revenues for the County.

Mendocino County can qualify for up to \$18 million dollars from the State's Local Assistance Grant Program, which was established by the Governor's Administration under urgency to assist jurisdictional governments with significant numbers of provisional licensees in processing their project's environmental review, in order to achieve Annual State Licensure. The funding is proportional to the jurisdictional needs relative to this goal, which in the case of Mendocino County includes the need for a discretionary permitting pathway for 10.A.17 operators.

MCA offers the following recommendations to accompany the Board's deliberations, intended to help harness the best intentions and good faith of all those who have expressed a desire to protect existing operators working diligently to remain compliant and achieve Annual State Licensure. We have recently seen the Board take decisive action to support the business community on the coast impacted by the drought emergency, and hope the same care and attention will be focused on our locally permitted cannabis operators trying to maintain compliance in an ever-changing system.

OPTION ONE: Put Chapter 22.18 to a Vote

If the Board of Supervisors chooses to put the referendum to repeal Chapter 22.18 on the ballot for the next regularly scheduled election in June 2022:

1. We respectfully request the the Board work with County Counsel, staff, the proponents of the referendum and cannabis stakeholder groups to remove the controversial components of the ordinance that led to the certification of the referendum before you today:
 - a. Remove allowance of cultivation canopy up to 10% of a parcel on RL and AG zoning;
 - b. Eliminate opening Rangeland for new cannabis cultivation;
 - c. Eliminate any expansion of cultivation beyond the limits of Chapter 10A.17.
2. We would respectfully request that upon a successful vote of the Board to adopt these revisions, the proponents of the referendum withdraw the referendum, which is lawfully allowed up to 88 days prior to the election in which the referendum is added to the ballot.

If Option One is successfully implemented, the revised Chapter 22.18 will go into effect upon the withdrawal of the referendum, allowing existing operators to utilize this pathway to achieve their County Annual Cultivation Permit, and allowing for new cultivation under the authorized zoning and other provisions of 10A.17.

OPTION TWO: Fully rescind Chapter 22.18

If 22.18 is rescinded, we respectfully urge the Board of Supervisors to consider the following options to create a discretionary permitting pathway for current 10A.17 operators. We request that the Board of Supervisors consider which of these remedies, or combination thereof is the swiftest course of action to getting a discretionary permitting pathway open for 10A.17 operators.

1. Enact an Urgency Ordinance if necessary to provide a temporary discretionary permitting pathway while one of two further actions outlined below are pursued.
2. Amend Chapter 10A.17 via the normal process to add a discretionary permitting process.
3. Develop a new ordinance that provides a discretionary permitting pathway for both new and existing operators that provides more access to those folks currently left out of the regulated market. It is our recommendation that any new ordinance that additionally proposes expansion beyond what is authorized under 10A.17 undergo a full environmental impact review.

It is our sincere belief that the resolution to building a viable and compliant regulated cannabis industry in Mendocino County lay within appropriately prioritized public policies that address the needs of the entire community, unifying all stakeholders on the path forward. We have offered these recommendations in that spirit, and look to your leadership to carefully consider and weigh all prospective impacts and needs. Whatever path is chosen, immediate additional action will be required by this Board to ensure that a discretionary permit process is in place by the time existing operators will need it to complete their County Annual Permit process. MCA remains available to work with you to ensure that all considerations are addressed in this process.

Thank you for your consideration.

Mendocino Cannabis Alliance
e: info@mendocannabis.com

Hello Board of Supervisors,

I'm writing to state that I greatly oppose the referendum you are discussing tomorrow and hope that you do not adopt it. The proposed phase 3 legislation the Board has worked tirelessly on is much better than the referendum which is based upon falsehoods and myths.

Unfortunately, another truly pressing topic that needs attention that affects the cannabis industry in Mendocino County and County economy and wellbeing as a whole is the current status of the cannabis market. Since the end of August, average price per pound has plummeted to below \$700 a pound for the best of sungrown product. This will drop even further as large quantities enter the market over the next few months. My distributor told me in one week product they were able to achieve \$1000 a pound for quickly became \$600, and product left from 2020 or not too high in quality is not selling at all (which is at least 80% of product).

This is very alarming. Many cultivators in this county have been expressing that they can no longer stay in business and will not even have enough funds to begin operations for next season even if they broke even this year. Even the most professional and well organized and known farmers in this area that produce some of the better or best product have been telling me they are calling it quits. This is an extremely dangerous situation for mental health, property values, our cannabis licensing infrastructure, and economics as a whole. This is a state of emergency. People have already been exhausted and gone through a tremendous amount of stress the last two years with the COVID-19 pandemic and wildfires this can be the straw that breaks the camel's back in this county. I am not sure if this is on the county's radar, and felt obligated to bring this to attention as we enter the bulk harvest season.

I wish I knew some solutions off-hand other than providing some tax relief or temporary fee adjustments, but we also cannot just say there is nothing that can be done. This is so serious I would suggest making sure there is enough security for county staff and board meetings, because unfortunately and wrongly they get blamed for individual's shortcomings with myths and falsehoods. I implore you to speak to distributors in this county to assess and perhaps create an AD HOC board to address this somehow. I hope that I am overreacting, but if I am not this will be more than just some farms going up for sale.

Thank you for reading my comment and I will not take up more of your time. I am still processing these current market conditions and gratefully I have some economical diversification, yet I still feel the burn and shock. My heart truly goes out to those who this is their only means of income and well being.

Thank you,

Steven Amato Jr.

September 10, 2021

To the Board of Supervisors of Mendocino County,

We are writing to you in regards to the September 14th vote to rescind the new ordinance CCAO, 22.18 on cannabis expansion.

Regarding this ordinance, we understand that it will allow a fourfold expansion of cannabis growth into fire-prone rangelands. This also allows environmentally important regions and precious natural resources to be repurposed for the sake of large cannabis farms. As Mendocino County struggles to maintain a consistent water supply for its residents amidst the current drought, with water sources depleting each day, conservation of our water is imperative. Moreover, straining our watershed supply is a cost we cannot afford, given that several districts in this county are currently facing extreme drought.

Our position on this matter is in support of taking action to reconsider the ordinance. Creating a special ballot to revote on the ordinance will cost the country a hefty sum of 300,000 dollars, money the County could allocate to other social services, infrastructure, and educational programs. With concern to the burden full rescindment may cause to local cannabis farmers, we propose a reinvestigation of the environmental consequences and the impact on the livelihood of local farmers.

We are not the only citizens who will be affected by these consequences. Together with voices from all across Mendocino County, we implore the Board to rescind the ordinance CCAO, 22.18 and reevaluate the situation to determine a course of action better suited for the environment and the local economy.

With kind regards,
Developing Virtue Secondary Girls School Class of 2022

Dear Board of Supervisors,

I'm writing in support of Covelo Cannabis Advocacy Group's recommendation to rescind the Chapter 22.18 Cannabis Ordinance.

Sincerely,

Jessica Harness

Hello,

I am a cannabis farmer with a stamped receipt from the County. I am writing to voice my support for MCA's proposals to protect existing operators in Item 5g. We have invested hundreds of thousands of dollars into our business and have very little wiggle room. We need to be ensured a way to continue to operate no matter what route the County takes. I think removing the most controversial parts of the new ordinance, as the MCA memo calls out, would be more than enough to get an overwhelming majority vote from the people in June.

Drew Phillips
Birds and Stones

Dear Honorable BOS,

I support MCA's proposal for Item 5G.

We hear at Dos Rios Farms have had a CA state EIN number since 2011 and this year with the amount of already harvested flowers in 2921 are looking at possibly not being able to survive with the market prices being driven to \$3-500 a lb for AAA 'Mendocino Grown Flowers' Please don't add the 10% expansion in Mendocino County to the already overly abundant Cannabis being grown in our state.

Kindest Regards, Mark Thies

Dear BOS,

I am writing to you today with a simple plan. Take the expansion out of our current ordinance. We can open our phase 3 with those same caps while we get our EIR done. So simple, so pleasing to the whole community.

You must know that the cannabis market is saturated, so nobody's really missing out by taking care of our resources first.

I'm in total support of the MCA recommendations. Plus, please get an EIR before we allow for expansion. You then can have a strategic plan for baking the EIR recommendations right into our phase 4 expansion. That's what Trinity County did.

Please do the easy and right thing today,
Traci Pellar

I want to eliminate the possibility of any cannabis expansion into our wildlife-rich, fire-prone, and irreplaceable rangelands. They are the greatest biological refuge in the western United States. Please rescind.

Thank you

Dear BOS- thank you for considering the memo by MCA. I agree, as a small farmer, these issues are close to my heart and the actual survival of my businesses. I am a 10k license holder for cultivation and a nursery license holder. I also am from a local multigenerational Mendocino County family and a small business owner in downtown Ukiah. Small farmers like myself hold up a lot of the local economy. People's re struggling, selling, moving and bowing out. That is not what Mendocino County wants, we want our community and local businesses to stay strong. I hope you can take these comments to heart, and not look at the large corporations as a way to save our local economy.

Chiah Rodriques
River Txai Farms and Nursery
Mendocino Generations

September 13, 2021

Mendocino County Board of Supervisors
501 Low Gap Rd.
Ukiah Ca. 95482

Re: Sept. 14th meeting agenda item 5g

Dear Board of Supervisors,

I am a member of the Steering Committee for “The People’s Referendum”. I am writing to encourage you to vote to rescind 22.18.

It is important to me that the Phase 1 legacy growers have a viable path to a permit. I encourage you to amend 10A.17, or create a new ordinance to help accomplish this. I am open to a land use discretionary ordinance that would create such a path.

It is my understanding that legally, the Board cannot remove portions of 22.18 to make it acceptable, but can take important components of said ordinance, such as the prohibition of water hauling, the prohibition of gravel pads on Ag land, etc. and incorporate these kinds of protections into 10A.17, or into an entirely new ordinance, without any waiting periods. It is also very important to me that before any further expansion that the County initiate an EIR. We don’t know the extent of environmental damage that has been done, and we don’t know the status of our aquifers. The data that a quality EIR would give the County would be critical to have before any further expansion. It is also my opinion that enforcement needs to make significant headway into stopping the illegal grows, before we expand. The situation is currently out of control. It is my hope and I think the hopes of many people in this County, that we work together to protect and restore our environment, control the criminal elements associated with illegal grows, and protect our water. I think that the best path to do this is to rescind 22.18.

Best regards,

Ron Stark
Member of the Steering Committee of TPR

To the Mendocino County Board of Supervisors:

Please rescind CCAO for the good of the county in this horrendous drought. There was never a valid EIR to prove that results of CCAO would

NOT adversely affect our county's ecological balance, particularly during this record drought. Please save Mendocino County the expense of a ballot measure

which is sure to ensue if CCAO is NOT rescinded.

The simple solution is to rescind CCAO on September 14, and assure county residents that the supervisors will

demand EIR's for any and all future cannabis proposals.

Sincerely, Nancy Wallace Nelson, Mendocino

Dear Supervisor Mulhern:

I respectfully request that you vote to rescind the CCAO on Sept. 14, sparing the county an expensive and potentially divisive election.

We are not in a drought. A drought has an end point. We are experiencing a change in our climate. This means that our water shortage is not going away. It will become increasingly difficult to sustain the grapes and other crops that are already planted. Increasing water needs by expanding agricultural land, especially at the expense of our precious oak woodlands, is reason enough to rescind the CCAO.

Thank you.

Sincerely,
Your Constituent, Mary Waters

Honorable Supervisors,

We support MCA's submitted proposals to protect the existing operators who are currently processing through the Phase I Ordinancean

Kevin Bush

September 13, 2021

Mendocino County Board of Supervisors

Re: Agenda Item 5g on 9/14/21

Dear Supervisors,

Whether you choose to rescind the ordinance and start over, or to send it to the voters, I beseech you make sure you work for what the citizens of Mendocino County want, and work to prevent what they do not want.

The citizens want the very small legal growers to have a path forward. On that point, I endorse the Mendocino Cannabis Alliance memo.

The citizens do not want expansion at this time. 10,000sf is enough for almost all who want to cultivate cannabis. It is the maximum our environment can sustain at this time of extreme drought. Please prohibit license stacking and all cultivation in Rangeland. Please make sure we get the countywide programmatic EIR that is required to understand cumulative impacts.

The citizens want the cannabis industry of Mendocino County to be associated with the best practices of agriculture—sungrown, in the ground, in native soil, regenerative farming practices that improve the environment and literally pull carbon out of the air to store in the ground. Please prohibit use of non-native media and added fertilizers that can leach into waterways.

The citizens want cannabis to be cultivated using only renewable energy. Please prohibit use of generators and combustion engine pumps. Please also prohibit fossil fuel-based heaters which are non-renewable and a fire hazard.

The citizens do not believe water hauling should be allowed except in case of temporary emergency (water hauling should not be part of regular operating plan, water haulers must be required to show proof of their sources and deliveries).

The citizens do not want to see plastic fencing (including shade cloth on the inside of fences mentioned in the ordinance) or hoop houses (glass and metal greenhouses would be okay on preserved native soils or in industrial zones with a maximum total of 2500sf).

The citizens are tired of seeing proliferation of unlicensed cultivation or erection of hoop houses (sometimes permitted but not for cannabis). Please disqualify those who “jump the gun” with site preparation or cultivation from being eligible for County permits.

Very Sincerely,

Sattie Clark
Redwood Valley



September 13th, 2021

Re: BOS Meeting 9/14 Agenda Item 5g

Dear Honorable Supervisors,

The Covelo Cannabis Advocacy Group (CCAG) has reviewed the 5g agenda item for the Tuesday September 14th BOS meeting. Our recommendations and comments are outlined below.

Agenda Item 5g

CCAG recommends that the BOS rescind the Chapter 22.18 Cannabis Ordinance. This recommendation has been weighted against the time it would take to finalize the outcome by having an election. It seems clear that our communities across Mendocino County have great concern for instituting a new cannabis ordinance that has no Environmental Impact Report to assess the potential impacts of new cultivation sites.

As the Board may be aware, the cannabis market is vastly changing in this current moment. Properties are going up for sale in the real estate market as many small farmers begin to leave due to the flood of cannabis across the State that is causing changing market prices, leaving them with business operations they are unable to afford to maintain. We are seeing a sudden “crash”. Adding more cannabis to this unfortunate situation would not be a benefit to anyone at this time.

However, if the Board decides to allow the voters of Mendocino County to decide if they support or oppose the proposed ordinance, CCAG recommends that the County prepare for a special election so the outcome can be determined as quickly as possible.

We strongly urge the Board to act swiftly in making necessary changes to the current Chapter 10A.17 Cannabis Ordinance, so that potential stopping blocks can be alleviated and ensure that the majority of applicants will be able to receive a county permit and pass the Appendix G #15168 checklist requirements. CCAG recommends that an Ad Hoc committee be formed to work with stakeholders such as MCA and CCAG to amend problematic areas

in the current ordinance. Having the experience and feedback from stakeholders that work closely with their membership that are enrolled in the cannabis program will bring valuable insight and solutions to make our current ordinance feasible and most importantly successful.

CCAG cares about the future of our farmers in our community. They support our local economy in small and large ways and we need to ensure that they will have a pathway to remain in business. Many issues are still outstanding with the current Chapter 10A.17 Cannabis Ordinance but can be solved with determination, new perspectives and a willingness to make the necessary changes to reach a point of success.

We request that our recommendations and feedback be considered as you make your decision for rescinding or putting the ordinance to a vote on the ballot.

Respectfully,



Monique Ramirez

For the Covelo Cannabis Advocacy Group

Dear Glen and all members of the Board of Supervisors,

I am a constituent and I vote in elections. I want the county to do a countywide EIR and clean up illegal grows before any new expansion occurs. Please rescind the CCAO.

Thank you,

Kathleen Fitzgerald Azarnoff

I support MCA's proposals to protect existing operators in Item 5g!

Russell Perrin
Perrin Family Farm

September 14, 2021

RE: Streamlining the Permit Application Process

Good Morning,

My name is Jude Thilman and I'm speaking on behalf of the Mendocino Cannabis Alliance, MCA, to the issue of Portal efficacy, as referenced in Agenda Item 5h.

Our cultivators applying for permits are bringing problems to our attention. We want to share a few of them to hopefully help expedite the permit process. First, a general Recommendation:

MCA strongly urges the County to provide an Appendix G #15168 checklist that can be accessed through the County website. That would help a lot.

Here are some specific examples of issues that have stalled, or sidelined, applications.

1. Discrepancies between the current "acceptable" language suggested on the County website vs language previously approved in County Appendix G templates. Please settle on, and provide, standard language as required in the application.
2. An applicant explained language on the application form as "It is indicated in the Cultivation and Operations Plan" Staff responded "Cultivation and Operations Plan for which agency?" That stalled the application.
3. An applicant wrote "The site features an on-site domestic water well and on-site septic system." County staff replied that "The use of 'domestic' here gives the impression that there may be a separate commercial water source." That delayed the application processing.
4. An applicant planted over 20 cedar trees to block the view of a large illegal grow on land next to them. Staff acknowledged seeing the trees on a satellite picture, but mistakenly listed them as "additional canopy space." The application was put on hold until Staff performs a site visit, which has proven to be very difficult to schedule. And staff is unwilling to accept photos as proof that this is not canopy.
5. One applicant's primary power source is listed in County records as a generator. However, all permit renewals since 2018 include proof of their PG&E installation and its use as the primary power source. Staff needs to simply update and correct the old inaccurate information.

This all may seem somewhat trivial. But first of all, they are common problems. And more importantly, each time an application is rejected for format, grammar, punctuation, wording issues, outdated information -- that application is delayed. Once corrections have been submitted the application is placed at the bottom of the stack and must wait in line alongside new portal submissions and other applications in the queue.

We ask you to please help "fix" this flawed process.

Thank you for your kind attention.

MCA

BOS,

I align with and agree with the recommendations in the memos from Covelo Cannabis Advocacy Group.
Please read them again.

Thank you,
Marnie Birger



Mendocino County Board of Supervisors Agenda Summary

Item #: 5h)

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
Date: **SEPTEMBER 14, 2021**

Final Status: No Action Taken





The CEO Report

September 14, 2021

Human Resources Update

Inside This Issue

- 1-3 Human Resources Update
- 3 Oak and August Complex Fire Update
- 4 Social Services Update
- 4 Agriculture Update
- 4 Transportation Update
- 4 Facilities and Fleet & Central Services Update
- 5 CEO Fiscal Team Update
- 5 Budget Report Update
- 5 Information Services Division Update
- 6 American Rescue Plan Update
- 6 PG&E Settlement Fund Update
- 7 Cannabis Program Update
- 7 Board of Supervisor Directives Update
- 7 Behavioral Health Recovery Services Update
- 8-9 Cultural Services Agency Update
- 9 Animal Care Services Update
- 10 Upcoming Meetings and Dates of Interest
- 10 Boards and Commissions
- 10 Attachments

WELLNESS PROGRAM

Biometric Health Screenings:

Time is running out! We only have a handful of screening opportunities left for this year. Screenings provide vital information about your overall health and are worth 20,000 incentive points! Reserve your space by logging in to <https://join.virginpulse.com/mcwow>. Visit the [Benefits page](#) to learn more and schedule your FREE 20 minute appointment.

***As always, your health and wellness is very important to us, so these screenings will be provided in a safe manner adhering to all COVID restrictions and safety measures.*

2021 Wellness Incentive Program:

Participate in healthy behaviors and earn 48,000 points by November 15th to earn \$500 off your 2022 health plan premiums! Over 600 employees are currently participating in the Incentive Program, but there is still plenty of time to get started.

This year's required activities include a Biometric Health Screening (20,000 pts) and completing the online Health Risk Assessment (20,000 pts). Employees then have a range of activities to choose from to earn their remaining 8,000 points.

Visit MCWOW online for more details:

<https://www.mendocinocounty.org/government/human-resources/employee-health-insurance/employee-wellness-program-mcwow/wellness-incentive-program>

2021 Flu Shots

The flu season is just around the corner. Getting your flu shot this year is just as important as ever, and one of the most important things you can do for your health and others' – especially as we continue to deal with the recent surge of the COVID-19 pandemic.

MCWOW will be offering several FREE onsite flu shot clinics during the month of October at a location near you. To schedule your onsite appointment please use log in into your VirginPulse account here: https://app.member.virginpulse.com/?redirect_fragment=%2Fhome#/benefits/programs/17986

Flu Shots are worth 2,000 incentive points for those participating in the 2021 Wellness Incentive Program.

Please note: If you are enrolled on the County health plan, you may also choose to have your free flu shot performed at a pharmacy for free.

Human Resources Update Continued

Fall Into Fitness Challenge (October 4 – 31, 2021)

Believe it or not, fall is just about here and that means it's almost time for pumpkins, cool weather, and flannel! Get in the habit of exercising, eating healthy, and managing stress before the cold weather tempts you to hibernate! As the pandemic drags on, it's increasingly important to take time for your own health and wellness. The goal of the challenge is to track your steps at least once a week during the 4 weeks of the challenge. Participate by yourself or on a team for added accountability, the choice is yours!

Registration opens September 13, 2021

Log in to VirginPulse and click here to register:

https://app.member.virginpulse.com/?redirect_fragment=%2Fhome#/benefits/programs/13713

EARN INCENTIVE POINTS & WIN PRIZES!

Raffle prizes will be awarded at the conclusion of the challenge for those who actively participate each week. In addition, everyone who tracks steps at least once a week during the challenge will be awarded 3,200 Incentive points. Getting healthy while being rewarded! What a great way to launch the fall season!!

WORKFORCE DEVELOPMENT PROGRAM

Technical Skills Trainings:

Human Resources has collaborated with Information Services to offer a variety of on-demand courses to assist employees with the improvement of their technical skills. Now you can enhance your technical skills at a time convenient for you!

Click on the below link to view the further details on each course:

<https://www.mendocinocounty.org/home/showpublisheddocument/39584/637436502718170000>

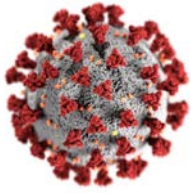
- Adobe Acrobat DC Essentials
- What's New in Office 2016
- Mastering Word
- Mastering Word Intermediate
- Mastering Word Advanced
- Mastering Excel: Basics
- Mastering Excel, Intermediate
- Excel: Creating Dashboards
- Excel: Introduction to PowerPivot
- Excel: Power Functions
- Excel for Project Management
- Mastering PowerPoint: Basics
- Power Up PowerPoint

To sign up, log in to [Target Solutions](#) with your County email address and password. Click on "Self Assign" and then select the Course(s) you would like to complete. *(If you have forgotten your password, enter your email address to reset your password)*

For more information, visit:
<https://www.mendocinocounty.org/government/human-resources/employee-health-insurance/employee-wellness-program-mcwow/wellness-classes>



For more information, visit:
<https://www.mendocinocounty.org/government/human-resources/employee-health-insurance/employee-wellness-program-mcwow/wellness-classes>



For more information, visit the County's COVID-19 website at:
www.mendocinocounty.org/community/novel-coronavirus

Human Resources Update Continued

COVID-19 RESPONSE AND STATISTICS:

Supplemental Paid Sick Leave (SPSL), mandated by the State of California, provides up to 80 hours of leave to County employees unable to work due to certain COVID-19 related reasons, including symptoms for themselves or for family members, attending vaccine appointments, vaccine-related symptoms and school or child care closures. County employees have used the following SPSL since the availability of the program on March 28, 2021, including retro requests that date back to January 1, 2021. This program ends September 30, 2021.

SPSL for Employee Use Only:

- 68 employees have requested

SPSL for Family Members:

- 14 employees have requested

SPSL for Vaccine and Related Symptoms:

- 61 employees have requested

Combination of COVID-related and Vaccine-related:

- 4 employees have requested

Oak and August Complex Fire Recovery Update



For more information, visit:
www.mendocinocounty.org/community/mendocino-strong

PG&E has extended the deadline to opt-in for its 2020 wildfire wood management work being conducted in Mendocino County. To ensure that eligible property owners have the opportunity to participate, the deadline to submit written opt-in authorization has been extended from August 24 to September 14, 2021.

In addition to phone calls and door knocks that have been conducted to inform property owners of this work, PG&E is sending letters and permission forms to property owners notifying them of the revised deadline to opt-in. Property owner questions should be directed to wildfiresafety@pge.com or 1-877-295-4949.

Over the next few weeks, PG&E contractor crews will be conducting wood removal work. Although this work is taking place on private property, PG&E and its contractors will obtain all required ministerial permits, such as encroachment permits.

Social Services of HHSa Update

The Social Services Department submits the attached status report, as Attachment 3, to update the Board of Supervisors on the services being provided by Social Services department.



For more information, visit:

www.mendocinocounty.org/government/health-human-services-agency

Agriculture Update

During the month of August the department is seeing the end of some of the seasonal trapping programs which means the Department of Agriculture has trappers out checking, monitoring, and pulling some of the traps set up around the County.

The crane on the County's weight truck has been temporarily fixed and staff have been busy testing and sealing platform scales for wineries and vineyards before harvest. Chardonnay Grapes are currently being harvested and delivered to the wineries in the County right now. Red Grape harvest may start this week.

The Crop Report is almost complete and should be going in front of the Board of Supervisor's soon. Gathering data for the cannabis supplement to the crop report had its difficulties which caused a delay in finishing the report. Office staff is busy working on the Annual Financial Statement and the Weights and Measures Annual Report.

Transportation Update

The Department of Transportation submits the attached status report, as Attachment 4, to update the Board of Supervisors on the services being provided by the Department.



For more information, visit:

<https://www.mendocinocounty.org/government/mendocino-county-water-agency/drought-water-conservationagency/behavioral-health-and-recovery-services>

Facilities and Fleet & Central Services Update

The County of Mendocino Facilities and Fleet & Central Services divisions submits the attached monthly report-out, as Attachment 5, to update the Board of Supervisors on the services being provided by the divisions.



For more information, visit:

<https://www.mendocinocounty.org/government/executive-office/past-county-budgets>

CEO Fiscal Team Update

The Executive Office Fiscal Team has held two trainings, so far, in August and early September. Turnout was very high for the Cobblestone contract software, with nearly sixty staff members attending the two sessions held on August 12, 2021. This was the first, large scale, training for Cobblestone to be performed by the Fiscal Team. Feedback has been very positive and future trainings continue to be developed from the input Team members have received. The second training, held on September 2, 2021, was intended for County staff with two years, or less, experience working with budget review in the County's enterprise resource planning system, Munis. An entry level training was given on how to produce basic reports that can be easily used, every month, to monitor the health of a department's budget. Both new and veteran staff attended both trainings, over Zoom. As everyone has continued to adapt to the online trainings, attendees have demonstrated an increased willingness to interact, whether by asking questions or networking out and answering a colleague's questions.

The next Cobblestone training is anticipated to occur on September 23, 2021, continuing to expand the user's knowledge of the County's contract tracking software. There is a very important meeting set for October 7, 2021, regarding the impact of GASB 87 on how the County will need to manage contracts on leases and rentals. The Auditor's Office has brought in Clifton Larson Allen, the firm that performs the County's outside audit, to conduct this workshop for all departmental fiscal, contract and budget managers.

Budget Report Update

The County of Mendocino Auditor-Controller Office is still working diligently on closing out the prior 2020-21 Fiscal Year. The deadline for final accruals has passed and Fiscal Year 2020-21 is expected to close soon.



Legislative information, California Law, daily events and legislative publications can be viewed online at the official California Legislative Information website by visiting:

<http://leginfo.legislature.ca.gov/>

Information Services Update

The County of Mendocino Information Services divisions submits the attached monthly report-out, as Attachment 6, to update the Board of Supervisors on the services being provided by the divisions.

American Rescue Plan Update

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recover Funds (SLFRF) program. The program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of Covid-19 and in their efforts to contain impacts on their communities, residents, and businesses, while addressing systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The allotment to Mendocino County is \$16,849,976, of which 50% was awarded on Friday August 6, 2021, and the remaining 50% will be awarded 12 months after the first allocation. The expenditure guidance is set forth by the Department of Treasury. The Fund may only be used to cover costs 1) to respond to the public health emergency or its negative economic impacts, 2) to respond to workers performing essential work during the Covid-19 public health emergency by providing premium pay to eligible workers, 3) for the provision of government services to the extent of the reduction in revenue due to the Covid-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency, 4) or to make necessary investments in water, sewer, or broadband infrastructure, and 5) be incurred during the period of March 3, 2021, to December 31, 2024, as long as the obligations are expended and projects are completed by December 31, 2026.

The recap below identifies projects which are eligible and obligated for ARPA funding.

Categories	FY 21-22 Eligible Projects	FY 21-22 Obligated Projects
Support Public Health COVID Response	\$ 1,683,116	\$ 933,116
Address Negative Economic Impacts	\$ 1,385,560	\$ 300,000
Water and Sewer Infrastructure	\$ 4,600,000	\$ 2,300,000
Broadband Infrastructure	\$ 3,500,000	
Indirect Expense per 2 CFR 200.141(f)	\$ 842,499	\$ 842,499
Total	\$12,011,175	\$ 4,375,615



For more information, visit:
<https://mendocino.legistar.com/Calendar.aspx>



PG&E Settlement Fund Update

The CEO Fiscal Team submits the attached updated PG&E proposed priority spend spreadsheet, as Attachment 7, to update the Board of Supervisors on the various PG&E Settlement Fund requests.

<https://www.mendocinocounty.org/home>



Cannabis Program Update

The County of Mendocino Cannabis Program submits the Application Processing Update, as Attachment 8, to report out to the Board of Supervisors on the services being provided by the program.

Board of Supervisors Directive Update

During Board of Supervisors meetings, the Clerk of the Board records the various consensus decisions and/or legislative actions that direct County staff and/or other agencies to follow up, research, or follow through on certain topics or issues.

Attached to this CEO report, as Attachment 9, is a draft list of all current directives as of September 10, 2021.

Behavioral Health and Recovery Services Update

The Behavioral Health and Recovery Services (BHRS) office submits the attached status report, as Attachment 10, to update the Board of Supervisors on the services being provided by BHRS.

Emergency Project

On August 7, 2021 County Facilities received a letter of "notification of third party caused conditions" from PG&E to address bear damaged equipment on one of our Sanhedrin power line poles. This is the only pole near the peak and supports PG&E's transformer that serves the Big Signal Peak microwave site. While we had a preliminary work plan to replace this pole as part our final phase of the County's Power Pole replacement project, this notice and the conditions identified require that the work be completed without delay as an emergency. The initial estimate for this work is \$78,000; while partial funding remains from earlier phases of the pole replacement project, the balance of funding to complete the work will need to be identified at first quarter.



For more information, visit:
<https://www.mendocinocounty.org/government/health-and-human-services-agency/behavioral-health-and-recovery-services>

Cultural Services Agency Update

Libraries

County-wide

- Mechanic Shop Femme workshop series starts Sat. Sept 25th from 2:30-4 pm on Zoom with How the Heck Do I Buy a Used Car? Join Chaya of Mechanic Shop Femme to learn about the process from budgeting to negotiating so you end up with the car you want for a fair price and avoid buying a lemon. Email carm@mendocinocounty.org for Zoom link.

Bookmobile & Outreach

- The Bookmobile is allowing two masked patrons on at a time to browse the collection as long as the weather permits that the windows and doors can be open.
- In celebration of Library Card Sign-Up month, staff will park the Outreach van in front of the County Government Center and “card” county employees to encourage them to sign up for cards if they don’t already have them.

Covelo

- Kids and adults gathered on the Round Valley Branch Library patio in August to mix ingredients using old-fashioned hand crank ice cream makers. Participants listened to stories about ice cream, worked on an ice cream craft, and enjoyed the fruits of their labor: ICE CREAM!!

Fort Bragg

- Fort Bragg branch staff will partner with Mendocino County Cookie Company to “card” passersby and sign up folks for library cards. The first 30 participants will get a hot drink certificate (funded by the Friends) and a free cookie.
- During Banned Books Week, Fort Bragg City Council will issue a proclamation honoring the library for defending against censorship and promoting the Right to Read.

Point Arena

- Coast Community Library Branch will host a zoom presentation “A Conversation with Carolyn Cook,” author and professor at the CA Institute of Integral Studies in San Francisco on September 23rd at 3:00 pm. Carolyn will speak about how libraries transform lives and strengthen communities.

Ukiah

- First Friday at the Ukiah Branch Library in August included whimsical artwork by Tamsen Donner, music by Steve and Sid, and a book sale by the Ukiah Valley Friends of the Library. The exhibit will remain on display through September.
- Ukiah Branch’s Social Justice Book Club met via zoom to talk about *How To Be an Anti-Racist* by Dr. Ibram X. Kendi.

Willits

- Willits Branch Library will hold a raffle for everyone who signs up for a library card in September and they will have a photo booth “I got carded at the Willits Library Branch” for patrons who want to appear on social media.
- Willits branch will host an outdoor craft program highlighting the Mexican folk art Amate bark painting.



For more information, visit the Cultural Services Agency's website at:

www.mendocinocounty.org/government/cultural-services-agency

Cultural Services Agency Update Continued

Museum

- The Mendocino County Museum will feature a new exhibit, **The Car Bombing of Judi Bari: A Community Remembers** September 18 - October 24, 2021. The museum will feature the never-before-seen bombed car and key evidence used in the trial. A quilt created as a fundraiser and a puppet used at a victory party to celebrate the outcome of their lawsuit against the FBI, in 2002, will be on display. The programming includes talks by Darryl Cherney who was in the car with Judi when it exploded, and Alicia Littletree Bales, an environmental activist.
- Cultural Services Agency Director, Deb Fader Samson will lead a book discussion via zoom on October 27th on Judi's book *Timber Wars*.

Animal Care Services Update

Income Statistics

August 1, 2021 through August 31, 2021

- Two animals impounded for quarantine at the Animal Shelter
- Six dead animal received for disposal
- 15 feral cats received
- Two animal received for rabies specimen testing
- One owned animals received by Animal Control or Police/owner in custody
- 28 owned animals impounded in the field to Animal Control or Police
- 11 owner surrendered animals received
- No shelter animals were returned by adopter
- 75 stray animals impounded in the field by Animal Control, Police or came in over the counter from citizens
- Total of 140 animals received at the Animal Shelter

Outcome Statistics

August 1, 2021 through August 31, 2021

- 31 cats adopted
- 17 dogs adopted
- Other "other" animals adopted/auctioned off
- One ill/failure to thrive animal died
- Six dead animal disposals
- 11 animals euthanized
- Two animal sent to laboratory for rabies testing
- One owner/surrender animals euthanized
- 10 trap, neuter and return to field cats
- 36 return to owner animals
- One animals transferred to other rescue organizations
- A total of 116 animals departed the Animal Shelter



To view pictures and bios of the Animal Shelter's wonderful adoptable cats and dogs, visit www.mendoanimalshelter.com

Upcoming Board Meetings

Regular Meeting	September 14, 2021
Limited Meeting	September 27, 2021
Regular Meeting	September 28, 2021
Standing Committee	October 18, 2021
Regular Meeting	October 19, 2021
Regular Meeting	October 26, 2021

Dates of Interest

RCRC Annual Conference	September 29-30, 2021
County Holiday	October 11, 2021

Attachments

1. Position Justification Report
2. Vacancy and Recruitment Update
3. Social Services of HHSA Update
4. Transportation Update
5. Facilities and Fleet & Central Services Update
6. Information Services Update
7. PG&E Settlement Fund Update
8. Cannabis Program Update
9. Board of Supervisors Directives Update
10. Behavioral Health and Recovery Services Update

Contact Information:

Office: (707) 463-4441

Fax: (707) 463-5649






Email: ceo@mendocinocounty.org

Website:

www.mendocinocounty.org

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	Regular Board Meeting
	County Holiday
	Limited Meetings
	Standing Committees
	RCRC Conference

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JUSTIFICATION OF FILLED POSITIONS

Attachment 1

August 2021

DEPARTMENT/OFFICE	CLASSIFICATION	POSITION NUMBER	LOCATION	DATE REQUISITION APPROVED	JUSTIFICATION PROVIDED	DATE POSITION FILLED
County Counsel	Deputy County Counsel IV	4028	Ukiah	4/6/2021	This position provides legal advice to County boards, commissions, department heads, and officers. Attends board and commission meetings in capacity of legal advisor. If this request is not approved, there will be a lack of timely responses to legal advice/deadlines.	8/8/2021
Executive Office (Central Services)	Staff Assistant III	3643	Ukiah	6/25/2021	This position is vital to the central services team. This position assist the division with warehouse, stocking, daily office tasks, is back up for mail and preforms mail runs and processing when the mail tech in not available.	8/8/2021
HHSa (Mental Health)	Senior Department Analyst	4161	Ukiah	10/21/2019	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	8/8/2021
Planning and Building	Staff Assistant III	4423	Ukiah	7/1/2021	Position is necessary to avoid delays in permit processing, assistance at the front counter for permit intake, issuance, and online permitting.	8/8/2021
Probation	Deputy Probation Officer I	457	Ukiah	1/27/2021	This position is critical to Probation's ability to adequately supervise the assigned cases as well as written statutorily mandated reports in the interest of public safety. Not replacing this position would result in a decrease in staffing and significant increased workload assignments for remaining staff, which would inhibit ability to meet mandated supervision and court-related duties.	8/8/2021
Sheriff-Coroner	Deputy Sheriff-Coroner I	324	Ukiah	9/18/2020	Reductions in the sworn field deputy staff increases overtime costs, leads to extended service times, and diminishes the Sheriff Office's capacity to proactively ensure safety within Mendocino County.	8/8/2021
Sheriff-Coroner	Sheriff's Sergeant	922	Ukiah	5/19/2021	Position performs vital first-line supervision of personnel on a day-to-day basis and is necessary to give direction and monitor line-level staff. Position provides guidance and monitoring to Sheriff's Deputy-Coroners related to federal, state and local civil and criminal laws, as well as Sheriff's Office and County policies.	8/8/2021
Agriculture	Agriculture Measurement Standards Specialist I	4068	Ukiah	6/17/2021	Position will work to preserve and protect agriculture by performing the work required by county contracts, MOU's, grants and programs and will assist in maintaining a fair and equitable market place by inspecting weighing and measuring devices.	8/22/2021
County Counsel	Legal Assistant	4402	Ukiah	7/1/2021	This position was approved by the Board of Supervisors on June 22, 2021. The Legal Assistant position would create stability with our dedicated staff who have remained with our office. If not approved, current staff may end up seeking other employment to be compensated for their level of expertise.	8/22/2021

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August 2021

DEPARTMENT/OFFICE	CLASSIFICATION	POSITION NUMBER	LOCATION	DATE REQUISITION APPROVED	JUSTIFICATION PROVIDED	DATE POSITION FILLED
HHS (Alcohol/Other Drug Program)	Substance Abuse Counselor I	3684	Ukiah	5/14/2021	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	8/22/2021
HHS (Public Health CCS)	Public Health Nurse	3850	Ukiah	1/27/2021	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	8/22/2021
Planning and Building	Senior Building Inspector	4420	Fort Bragg	7/7/2021	Position will help with increased workloads in the coast due to a rise in cannabis activity, fires, the pandemic and more. Should this position not be filled a prolonged delay could take place with permit issuance and approvals along with possible early resignations due to overextended workloads.	8/22/2021
Sheriff-Coroner (Jail)	Correction Officer	395	Ukiah	9/18/2020	Staffing in the jail, on a daily basis, requires a minimum number of corrections personnel.	8/22/2021
Social Services	Screeners	4361	Ukiah	7/7/2021	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	8/22/2021
Social Services	Social Worker II	4128	Willits	9/1/2020	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	8/22/2021

BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
Pay Period 17-21, August 8, 2021 - August 21, 2021																
DEPARTMENT/OFFICE	FUND	TOTAL ALLOCATED FTE POSITIONS	VACANT FTE POSITIONS	VACANCY RATE (All Vacant Regardless of Recruitment Status)	POSITIONS IN RECRUITMENT (AS OF REPORT DATE)	VACANCY RATE* (Positions in Recruitment)	NEW HIRES SINCE 7/1/21	SEPARATIONS SINCE 7/1/21	EMPLOYEES ON LEAVE	EMPLOYEES IN BOONVILLE	EMPLOYEES IN COVELO	EMPLOYEES IN FORT BRAGG	EMPLOYEES IN LAYTONVILLE	EMPLOYEES IN POINT ARENA	EMPLOYEES IN UKIAH	EMPLOYEES IN WILLITS
AGRICULTURE	1100	9.00	2.00	22.2%	--	0.0%	--	--	--	--	--	--	--	--	7	--
Agriculture Total:		9.00	2.00	22.2%	0	0.0%	0	0	0	0	0	0	0	0	7	0
AIR QUALITY	3270	9.00	3.00	33.3%	2	22.2%	--	--	--	--	--	--	--	--	6	--
Air Quality Total:		9.00	3.00	33.3%	2	22.2%	0	0	0	0	0	0	0	0	6	0
ANIMAL CARE	1100	13.00	1.00	7.7%	--	0.0%	1	--	--	--	--	2	--	--	10	--
Animal Care Total:		13.00	1.00	7.7%	0	0.0%	1	0	0	0	0	2	0	0	10	0
ASSESSOR-CLERK-RECORDER (ASSESSOR)	1100	21.00	2.00	9.5%	2	9.5%	--	1	2	--	--	--	--	--	19	--
ASSESSOR-CLERK-RECORDER (CLERK RECORDER)	1100	4.00	1.00	25.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
ASSESSOR-CLERK-RECORDER (COUNTY CLERK-ELECTION)	1100	3.00	1.00	33.3%	1	33.3%	--	1	--	--	--	--	--	--	3	--
Assessor-Clerk-Recorder Total:		28.00	4.00	14.3%	3	10.7%	0	2	2	0	0	0	0	0	25	0
AUDITOR-CONTROLLER	1100	13.00	2.00	15.4%	1	7.7%	--	--	1	--	--	--	--	--	12	--
Auditor-Controller Total:		13.00	2.00	15.4%	1	7.7%	0	0	1	0	0	0	0	0	12	0
BOARD OF SUPERVISORS	1100	5.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	5	--
Board of Supervisors Total:		5.00	0.00	0.0%	0	0.0%	0	0	0	0	0	0	0	0	5	0
CANNABIS PROGRAM	1100	8.00	2.00	25.0%	13	162.5%	--	--	--	--	--	--	--	--	6	--
Cannabis Program Total:		8.00	2.00	25.0%	13	162.5%	0	0	0	0	0	0	0	0	6	0
CHILD SUPPORT SERVICES	1100	34.00	12.00	35.3%	--	0.0%	--	--	--	--	--	--	--	--	22	--
Child Support Services Total:		34.00	12.00	35.3%	0	0.0%	0	0	0	0	0	0	0	0	22	0
COUNTY COUNSEL	1100	12.00	0.00	0.0%	1	8.3%	2	--	--	--	--	--	--	--	12	--
County Counsel Total:		12.00	0.00	0.0%	1	8.3%	2	0	0	0	0	0	0	0	12	0
CULTURAL SERVICES AGENCY (LIBRARY)	1205	36.50	5.70	15.6%	5	13.7%	1	--	1	--	4	6	--	2	17	5
CULTURAL SERVICES AGENCY (MUSEUM)	1100	4.00	1.00	25.0%	--	0.0%	--	--	--	--	--	--	--	--	--	3
Cultural Services Agency Total:		40.50	6.70	16.5%	5	12.3%	1	0	1	0	4	6	0	2	17	8
DISTRICT ATTORNEY	1100	46.00	7.00	15.2%	3	6.5%	1	1	5	--	--	5	--	--	34	--
DISTRICT ATTORNEY (ANTI DRUG ABUSE)	4650	3.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
DISTRICT ATTORNEY (RAPE PROSECUTION)	4480	1.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	1	--
DISTRICT ATTORNEY (VICTIM WITNESS)	4640	5.00	1.00	20.0%	1	20.0%	--	1	--	--	--	--	--	--	4	--
District Attorney Total:		55.00	8.00	14.5%	4	7.3%	1	2	5	0	0	5	0	0	42	0

BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
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EXECUTIVE OFFICE	1100	16.00	3.00	18.8%	3	18.8%	1	1	3	--	--	--	--	--	15	--
EXECUTIVE OFFICE (CLERK OF THE BOARD)	1100	3.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
EXECUTIVE OFFICE (DISASTER RECOVERY)	1225	7.00	1.00	14.3%	--	0.0%	1	--	1	--	--	--	--	--	6	--
EXECUTIVE OFFICE (GENERAL LIABILITY)	7130	2.50	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
EXECUTIVE OFFICE (HEALTH BENEFITS)	7150	3.00	1.00	33.3%	--	0.0%	--	--	--	--	--	--	--	--	2	--
EXECUTIVE OFFICE (INFORMATION SERVICES)	1100	29.00	5.00	17.2%	6	20.7%	--	--	--	--	--	--	--	--	24	--
Executive Office Total:		60.50	10.00	16.5%	9	14.9%	2	1	4	0	0	0	0	0	53	0
FARM ADVISOR	1100	3.00	1.00	33.3%	1	33.3%	--	--	--	--	--	--	--	--	2	--
Farm Advisor Total:		3.00	1.00	33.3%	1	33.3%	0	0	0	0	0	0	0	0	2	0
GENERAL SERVICES AGENCY (CENTRAL SERVICES)	1100	8.00	2.00	25.0%	2	25.0%	1	--	--	--	--	--	--	--	6	--
GENERAL SERVICES AGENCY (FACILITIES & FLEET)	1100	39.80	9.00	22.6%	12	30.2%	--	1	3	--	--	1	--	--	29	1
GENERAL SERVICES AGENCY (GARAGE)	1100	3.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
General Services Agency Total:		50.80	11.00	21.7%	14.00	27.6%	1.00	1.00	3.00	0.00	0.00	1.00	0.00	0.00	38.00	1.00
HHSA (ALCOHOL/OTHER DRUG PROGRAM)	1100	35.00	17.00	48.6%	3	8.6%	--	1	3	--	--	2	--	--	16	--
HHSA (CGAP-DFC GRANT)	4260	1.00	1.00	100.0%	1	100.0%	--	1	--	--	--	--	--	--	0	--
HHSA (ENVIRONMENTAL HEALTH)	1100	22.60	5.60	24.8%	1	4.4%	--	2	2	--	--	3	--	--	14	--
HHSA (MENTAL HEALTH)	1221	57.00	28.00	49.1%	13	22.8%	--	1	--	--	--	1	--	--	28	--
HHSA (MENTAL HEALTH TREATMENT ACT - MEASURE B)	1224	1.25	1.25	100.0%	--	0.0%	--	--	--	--	--	--	--	--	--	--
HHSA (PUBLIC HEALTH)	1100	32.00	16.00	50.0%	6	18.8%	2	1	1	--	--	1	--	--	14	1
HHSA (PUBLIC HEALTH BIOTERRORISM AS)	4780	1.00	0.00	0.0%	1	100.0%	--	--	--	--	--	--	--	--	2	--
HHSA (PUBLIC HEALTH CCS)	1100	8.00	3.00	37.5%	1	12.5%	--	--	--	--	--	1	--	--	4	--
HHSA (PUBLIC HEALTH NURSING)	1100	27.00	13.00	48.1%	5	18.5%	--	--	--	--	--	1	--	--	12	2
HHSA (PUBLIC HEALTH TOBACCO ED)	4530	1.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	1	--
HHSA (PUBLIC HEALTH WIC)	4180	12.20	6.20	50.8%	2	16.4%	--	1	--	--	--	2	--	--	4	--
HHSA (TRANSITIONAL HOUSING)	1100	2.00	2.00	100.0%	2	100.0%	--	--	--	--	--	--	--	--	--	--
HHSA (WHOLE PERSON CARE)	1227	3.00	1.00	33.3%	--	0.0%	--	--	--	--	--	--	--	--	2	--
HHSA Total:		203.05	94.05	46.3%	35	17.2%	2	7	6	0	0	11	0	0	97	3

BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
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HUMAN RESOURCES	1100	19.00	7.00	36.8%	2	10.5%	--	--	--	--	--	--	--	--	12	--
HUMAN RESOURCES (EMPLOYEE WELLNESS)	1100	2.00	0.00	0.0%	--	0.0%	--	--	1	--	--	--	--	--	2	--
Human Resources Total:		21.00	7.00	33.3%	2	9.5%	0	0	1	0	0	0	0	0	14	0
PLANNING AND BUILDING	1100	53.50	14.00	26.2%	16	29.9%	3	1	4	--	--	10	--	--	30	--
Planning and Building Total:		53.50	14.00	26.2%	16	29.9%	3	1	4	0	0	10	0	0	30	0
PROBATION	1100	47.00	10.00	21.3%	7	14.9%	1	1	2	--	--	3	--	--	32	2
PROBATION (JUVENILE HALL)	1100	25.00	9.00	36.0%	--	0.0%	1	1	2	--	--	--	--	--	16	--
Probation Total:		72.00	19.00	26.4%	7	9.7%	2	2	4	0	0	3	0	0	48	2
PUBLIC DEFENDER	1100	27.00	3.00	11.1%	3	11.1%	--	--	3	--	--	1	--	--	23	--
PUBLIC DEFENDER (ALTERNATE DEFENDER)	1100	7.50	2.00	26.7%	--	0.0%	1	--	--	--	--	--	--	--	6	--
Public Defender Total:		34.50	5.00	14.5%	3	8.7%	1	0	3	0	0	1	0	0	29	0
RETIREMENT	1100	6.00	1.00	16.7%	--	0.0%	--	--	--	-	-	-	-	-	5	--
Retirement Total:		6.00	1.00	16.7%	0	0.0%	0	0	0	0	0	0	0	0	5	0
SHERIFF-CORONER	1100	115.00	19.00	16.5%	17	14.8%	--	--	5	--	--	13	--	--	73	11
SHERIFF-CORONER (COPS PROGRAM AB3229)	1210	1.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	1	--
SHERIFF-CORONER (JAIL)	1100	73.00	13.00	17.8%	10	13.7%	--	--	2	--	--	--	--	--	60	--
SHERIFF-CORONER (OFFICE OF EMERGENCY SERVICES)	1100	2.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	2	--
Sheriff-Coroner Total:		191.00	32.00	16.8%	27	14.1%	0	0	7	0	0	13	0	0	136	11
SOCIAL SERVICES	1100	421.00	98.00	23.3%	93	22.1%	--	13	27	--	--	39	--	--	253	30
Social Services Total:		421.00	98.00	23.3%	93	22.1%	0	13	27	0	0	39	0	0	253	30
TRANSPORTATION	1200	92.80	28.80	31.0%	2	2.2%	1	--	3	3	3	8	2	4	37	7
TRANSPORTATION (ENGINEERING & TECHNICAL ASSIST)	1100	7.00	1.00	14.3%	1	14.3%	--	--	--	--	--	1	--	--	5	--
TRANSPORTATION (SOLID WASTE)	1100	2.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	2	--
Transportation Total:		101.80	29.80	29.3%	3	2.9%	1	0	3	3	3	9	2	4	44	7
TREASURER-TAX COLLECTOR	1100	6.00	1.00	16.7%	1	16.7%	--	--	--	--	--	--	--	--	5	--
TREASURER-TAX COLLECTOR (COURT AB233 PROGRAM)	1100	6.00	3.00	50.0%	1	16.7%	--	--	--	--	--	--	--	--	3	--
Treasurer-Tax Collector Total:		12.00	4.00	33.3%	2	16.7%	0	0	0	0	0	0	0	0	8	0
COUNTYWIDE TOTAL:		1456.65	366.55	25.2%	241	16.5%	17	29	71	3	7	100	2	6	921	62



Social Services Status Report September 2021

Adult and Aging Services

Despite the unique challenges we've faced this year, our In-Home Supportive Services (IHSS) team continues to provide outstanding customer service! Our IHSS team is committed to ensuring all initial applications and annual reassessments are completed on-time and in accordance with state mandated time lines. From July 2020 - June 2021, our IHSS team achieved a 99% state compliance rate for the timely completion of over 750 new applicants. Additionally, the overall annual reassessment compliance rate was 97.29% for fiscal year 2020 - 2021. This was a 6% increase from last year. Lastly, Mendocino County received a state ranking of #1 for having 100% of all new applicants processed within the 90 day time limit, during the month of July 2021. Each month, our IHSS team averages 180,000 hours of approved services to over 1700 IHSS recipients in Mendocino County. We are proud of our IHSS team and the extraordinary work they do. If you would like to learn more about our IHSS program or interested in becoming an IHSS provider, please contact the Adult and Aging Services division at [\(707\) 463-7900](tel:7074637900).

Family and Children's Services

Family & Children's Services (FCS) has launched a new Onboarding and Extended Training program, with the goal of enhancing employee retention through new employee support and training. The onboarding program began in June 2021, to integrate new employees with the department and provide them with the tools and information needed to become a successful and productive member of the team. Preboarding activities begin with contact via email and a telephone call, to welcome and guide new staff on their first day, and arranging a welcoming desk space. Onboarding continues through the first six days, including accompanying staff to various locations to complete new employee administrative tasks, providing a welcome card signed by staff, introducing the new employee to other staff and providing an office tour. In addition, the new employee is provided with a guidebook with training schedules and timeline for completion, QR code links to department and community resources and surveys to assess Onboarding and Extended Training effectiveness. County and department-specific required trainings for all new employees are completed during the Onboarding process.

Extended Training began in August 2021 and takes place after Onboarding, in three-hour daily sessions, for eight weeks. The focus of Extended Training includes an in-depth look into FCS programs, policies and procedures, best-practices in child welfare work, and an introduction to local community-based organizations and services. While geared primarily for new social workers, Extended Training is open to any FCS staff seeking to learn more about FCS programs or who need refresher trainings on specific topics. We look forward to assessing our new Onboarding and Extended Training program to determine the effectiveness in supporting and retaining staff.

Employee & Family Assistance Services (EFAS)

- The Department of Health Care Services has extended the delay in processing of annual Medi-Cal Redeterminations and reported changes in circumstances, to avoid loss of Medi-Cal coverage for Medi-Cal beneficiaries. EFAS continues to focus attention on application processing, to ensure health insurance is not a barrier to care for our community. Mendocino County's Medi-Cal caseload has grown by 11% since February 1, 2020, from 20,071 cases to 22,311 cases (38,972 persons).
- Emergency allotments for CalFresh were issued in the amount of \$1,199,441 in the month of August 2021. These allotments went above and beyond the regular monthly issuance, and every CalFresh household received at least \$95 in additional benefits. The next issuance of emergency allotments will occur on September 5, 2021.
- The temporary 15% increase to CalFresh allotments, via the Consolidated Appropriations Act of 2021, is set to end on September 30, 2021.
- Effective September 27, 2021, electronic applications for CalWORKs, CalFresh, and Medi-Cal will be submitted through the new online portal at benefitscal.com. Until then, households can still apply electronically through c4yourself.com. Electronic applications for CalFresh can also be submitted through getcalfresh.org.
- During the month of August 2021, the CalWORKs Housing Support Program provided \$39,557 in rental subsidies and interim housing to shelter CalWORKs households.

EFAS has successfully maintained CalWORKs, CalFresh, and Medi-Cal benefits for 39,308 Mendocino County residents.

Advocacy and Collaboration Team (ACTeam)

- Project Homekey at Live Oak Apartments has received 280 applications for prospective tenant households, and 71 adults, seniors, and children have moved into the newly remodeled apartment complex. Since the start of the project, 23 individuals have transitioned to permanent subsidized housing in other locations, thereby freeing up additional units for homeless households seeking to recover from homelessness. To learn more about Project Homekey, please visit our website at www.projecthomekeymendocino.org.

- ACTeam manages the local implementation of California's Project Roomkey, which provided motel rooms to high-risk unhoused individuals who met specific criteria as a protection from COVID-19 spread. Project Roomkey is currently not accepting any new participants, although 48 households remain in motel housing through this program. A community-based effort to provide intensive case management, through the "100 Day Challenge" is currently underway, with the goal of re-housing all Roomkey participants so that they do not return to homelessness.
- The Community Outreach unit works with local partners to help them navigate the CalFresh, Medi-Cal and Covered California programs, with a focus on families with children. The Outreach Unit provides CalFresh Advocate training to community partners and county staff. The Outreach Unit runs the Mendocino County Car Seat Safety Program, distributing seats, educating families, and providing installation assistance. Outreach Unit staff have been assisting families with applying for COVID related benefits and programs for housing, child care, unemployment, disability, and other benefit programs. The Outreach Unit convenes and facilitates meetings between County staff and community agencies to focus on children's health, safety and resource navigation.
- The Community Outreach unit has taken responsibility for the local implementation of 211, through a contracting relationship with United Way.
- ACTeam works collaboratively with the Mendocino County Homeless Services Continuum of Care (CoC) Board to utilize pandemic funding to support the pandemic-related needs of homeless service providers. The CoC issued a Request for Qualifications (RFQ) for a variety of direct homeless services, funded through several homelessness grants and allocations. Contracts are anticipated this fiscal year for emergency shelter, rapid re-housing services, street outreach, and other homeless-related direct services.



Department of Transportation (MCDOT)
Director's Report – September 14, 2021

- **Update Request for Proposals for residential and commercial garbage, recyclable material and organic waste collection for County Solid Waste Franchise Area No. Two:** Mendocino County Department of Transportation (MCDOT) issued, in conjunction with the City of Fort Bragg, a Request for Proposals for residential and commercial garbage, recyclable material and organic waste collection for County Solid Waste Franchise Area No. Two on June 15, 2021, and accepted proposals until August 3, 2021. MCDOT received three proposals from Waste Management Collection and Recycling, Inc., Solid Wastes of Willits, Inc., and C&S Waste Solutions of California, Inc. (C&S). After a thorough analysis of all proposals, including technical proposals, qualifications, and proposed cost rates, as well as follow up interviews, the evaluation committee unanimously chose C&S as their recommended vendor. The City of Fort Bragg evaluation committee also chose C&S as their recommended vendor for solid waste collection services within the city limits. MCDOT staff is seeking authorization from the Board to enter into contract negotiations with C&S.

The following are highlights of the highest-ranked proposal submitted by C&S:

- Lowest overall program cost
- Proposed rates include bulky item collection, paper shredding events, two (2) CRV Centers (one Inland and one Coastal), and curbside holiday tree collection service – other companies proposed additional charges for some alternate services
- Strong Transition & Operations Plans
- Robust Diversion and Education & Outreach Programs
- All new bins, carts and vehicles will be purchased
- Seven (7) new high-efficiency split-body side load collection trucks which will reduce trips through neighborhoods, wear and tear on County roads and decrease emissions
- High-tech customer service and collection systems
- Targeted diversion programs overseen by full-time Waste Diversion Coordinator
- Diversion-based rate structure
- Transition team includes experienced Transition Advisor, former District Manager Bob Thornsberry, to ensure a seamless transition of services
- Existing Ukiah facility & proposed future Fort Bragg location for transfer station, equipment storage and maintenance, and customer service center – Proposed site will need to undergo separate land use entitlement and permitting processes through City of Fort Bragg Community Development Department and other applicable agencies
- Commitment to employ displaced staff from previous service provider

- **Fish Rock Road, County Road (CR) 122, at Milepost (MP) 17.35, 2019 Storm Damage (Federal Emergency Management Agency) Repair Project Construction Contract:** Pursuant to Board Resolution Number (No.) 21-046 (April 6, 2021), bids for Department of Transportation (DOT) Contract No. 210022, 2019 Storm Damage on Fish Rock Road, CR 122, at MP 17.35 were opened as scheduled on Tuesday, August 17, 2021. Gregg Simpson Trucking, of Ukiah, California, was deemed the apparent “low bidder” for this project with a bid of \$400,103.00. The Engineer’s Estimate for the contract was \$493,100.00.

Low Bid	\$400,103.00
Contingencies	\$32,505.00
Supplemental Work	\$0.00
Construction Contract Total	<u>\$432,608.00</u>
Cost of PS&E	<u>\$36,373.32</u>
Right of Way	<u>\$0.00</u>
Anticipated Construction Engineering	<u>\$64,891.00</u>
Anticipated Project Cost Total to Date	<u>\$533,872.32</u>

Working Days: 30

- **Update Community Water Supply Replacement in Response to Drought:** Pursuant to direction from the Board of Supervisors (BOS) at their special meeting on August 24, 2021, for Drought Response – the County Recovery Division has applied for grant funding and authorized staff to advertise and award contracts to accomplish Community Water Supply Replacement. Furthermore, at the BOS special meeting on August 24, 2021, the BOS did authorize up to \$1.5 million in “limited bid, informal contracting” to transfer potable water between the City of Ukiah and the City of Fort Bragg to meet needs in the unincorporated areas of the Central Coast before the awarding of grants.

Presently, we have contracted for approximately 10,000 gallons per day hauling to Fort Bragg using one truck with hopes of adding a second soon. Additional trucks are under consideration and the County would be interested in as many as four semi-tank trucks with a capacity of 5,000 gallons to 6,500 gallons per load. The projected minimum target need is approximately 950,000 gallons per month; we would like to have the trucking capacity to haul 45,000 to 49,000 gallons per business day. Specific quotes vary, but water transported from Ukiah to Fort Bragg is costing between 19 cents per gallon to 27 cents per gallon. Pursuant to BOS direction residential customers will not pay any part of County acquisition or transport cost and commercial customers will share in only 20% of transport costs, which is estimated to be a minimum of 4 cents per gallon based on current hauling quotes.

Tankers must be properly licensed Potable Water Haulers Pursuant to California Department of Public Health, Food and Drug Branch for this program.

MENDOCINO COUNTY – FACILITIES AND FLEET & CENTRAL SERVICES DIVISIONS

MONTHLY REPORT-OUT - CEO REPORT

PROJECT AND OTHER UPDATES	
FACILITIES & FLEET DIVISION	
Administrative Update	<ul style="list-style-type: none"> • Collaborating with Human Resources on recruitments with the goal to fill allocated positions. • Proposal for space planning analysis from Architectural Firms are due on September 23. <ul style="list-style-type: none"> ◦ A space plan working group will review the proposals and recommend a firm for the Space Needs Assessment project and work with the selected firm to gather information from departments and the County's building sites. ◦ The final report will be presented to the Board for review and consideration. • Working with Sonoma Clean Power on conversion to evergreen services, pursuant to Board of Supervisors action on August 3, 2021; General Services staff will update the Board as progress is made.
Facility Maintenance and Operations	<ul style="list-style-type: none"> • San Hedrin Power Pole Replacement: Completed June 14-18, 2021. Phase 3 planning in progress with completion anticipated in Summer 2022. • Collaborating with USFS, PG&E and the private communications service providers at Big Signal Peak (San Hedrin) develop a communications site master plan including electrical power services for this critical link in our public safety microwave communication network. • Spanish Mountain Repeater site upgrade has been completed. • Facilities staff are wrapping up the final details on the Board Chamber Remodel project, anticipating conclusion by the end of September. • Emergency water damage abatement and repairs at Public Health Break Room 192 at 1120 S. Dora Street, due to a sewer line back up within the building: On August 12, 2021, in response to a work order for drainage issues at the sink in the Public Health Break Room 192 at 1120 S. Dora Street, Facilities staff identified a plugged drain line and damage to the drain line below grade that has caused water damage to the wall cavity between break room 192 and the adjacent office/storage rooms 188 and 189. Wet drywall, flooring and cabinetry were found and associated microbial growth was observed on the back of the drywall where the leaking pipe was found. The project was declared an emergency by the Purchasing Agent. Facilities staff scheduled the County's on call Industrial Hygienist to conduct a microbial investigation August 16, 2021. Upon determination of the consultant of the presence of both microbial growth and asbestos containing materials in the affected areas, on an emergency basis, the rooms were contained and abatement and remediation work began on August 24, 2021. As of September 3, 2021, the abatement has been completed including removal of flooring and water damage drywall in three small rooms and we are in the process of identifying the source of the water leak in the drainage system and correcting the plumbing related problems. Without a complete assessment of the plumbing problems and the scope of work to correct them, a precise estimate is not possible. At this time Facilities has estimated a budget of \$100,000 with possible reimbursement from Risk due to the loss. Facilities staff will update the Board as more information becomes available. • Landscape water reductions implemented all County owned/leased sites with the exception of the Courthouse Magnolia trees and a native plant exhibit at the County Museum in Willits. Other exemptions for special circumstances will be granted on a case by case basis, with justification presented for General Services staff consideration. • County vehicle users will be encouraged to reduce the frequency of car washing and

PROJECT AND OTHER UPDATES

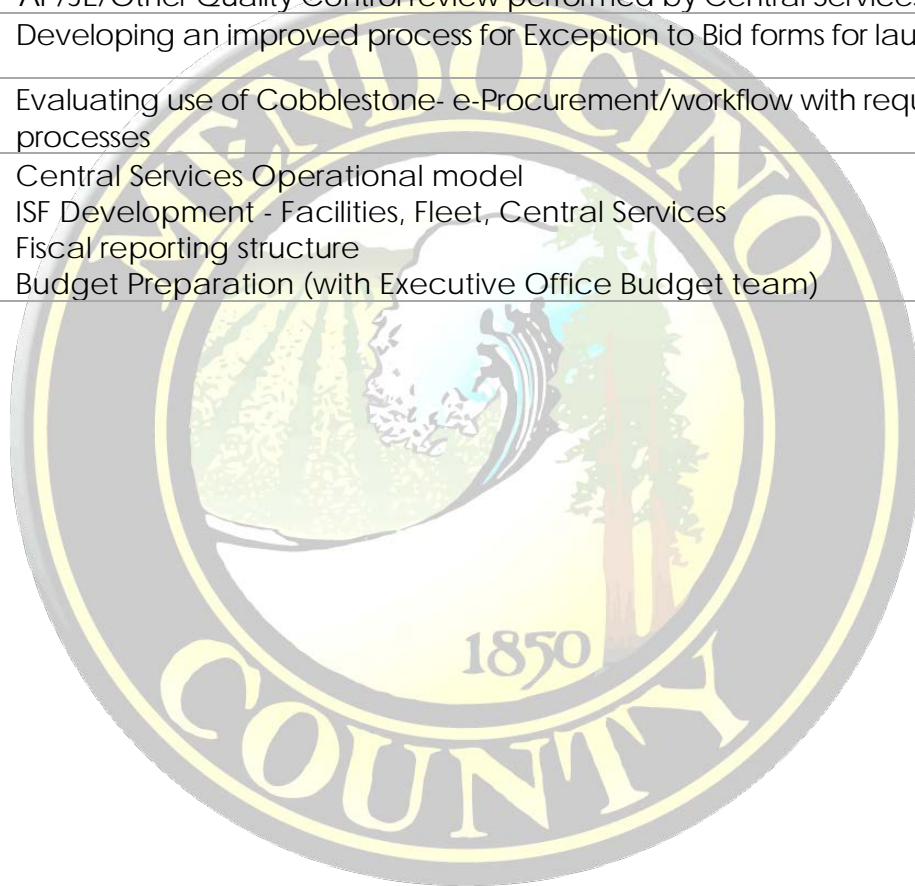
	<p>to use car wash facilities that utilize recycled water when possible.</p> <ul style="list-style-type: none"> • PSPS generator deployment for critical facilities completed. • Willits Library broadband data wiring scope of work being developed for Bid. Due to the nature of the work requested, there is the possibility for an increase in scope. • Developing scope of work and budget for replacement Fiber Optic lines displaced by the new Jail Project. • 911 Bunker plans are being developed along with our application for the CDBG hazard mitigation grant. In addition to relocating data storage and communications equipment from the 911 basement, the project includes replacement of hazardous electrical panels and installation of a new generator for full building power. Consideration is being made as to how to approach the 911 Sheriff Dispatch Radio Console replacement funding source and process. • Sheriff's Office electrical panel replacement in progress. • Collaborating with Library staff regarding various space assessments either in progress and/or completed to determine the public project compliance and the ability to incorporate any of the information into the County's Space Needs Assessment. Facilities staff will update the Board as information is gathered. • Whitmore Lane – Large bee hive removed from ceiling area @ 8' long and was estimated to have been in place for more than three years. Facilities procured a consultant, who advised on bee relocation.
Fleet Operations	<ul style="list-style-type: none"> • PSPS temporary generator, air compressor and light tower deployed and staged. • Contractor walk through completed for Automotive Lift replacement. Bids came in higher due to unforeseen code requirements; alternate funding source was identified, project is proceeding. • Staff working on developing an up updated Vehicle replacement program, including the following: <ul style="list-style-type: none"> ◦ Overview of the County's fleet during First Quarter Budget or sooner as data is gathered (number of vehicles by type, average miles driven, average age) ◦ Updated replacement categories (type/age/miles) along with comparison County/industry standards ◦ Potential funding models for vehicle replacement, including by type and funding source (potential interim funding solutions for this Fiscal Year, as well as long term) ◦ Consider an update re Policy No. 26 - Operation of County Vehicles and/or Mendocino County Code 3.12. ◦
CAPITAL PROJECTS	
	<ul style="list-style-type: none"> • Measure B Project Updates: <ul style="list-style-type: none"> ◦ Regional Behavioral Health Training Center remodel is complete and currently serving as an alternate care site for mental health clients. Facilities staff assisted with various logistics and ensured readiness of facility for occupancy. ◦ Crisis Residential Treatment Center (CRT) is well underway and nearing completion with casework, trim and finishes going in. On track for November occupancy. • Whitmore Lane/Psychiatric Health Facility (PHF) Feasibility Study under way: <ul style="list-style-type: none"> ◦ Continuing meetings with Nacht & Lewis to discuss the operational needs of the PHF in relation to the physical space at the Whitmore Lane site. Study will also include review of other site constraints, proposed model for locating the PHF at the site and development of preliminary cost estimates and alternate site comparables.

PROJECT AND OTHER UPDATES

	<ul style="list-style-type: none"> ○ Meetings held bi-weekly to review status; timelines for project anticipated within the next month; staff will present to the Board when finalized. ● SB 844 Jail Building 3 – Received state approval in April to proceed with construction documents – Architect is proceeding – projecting final submission for state review by the end of 2021.
CENTRAL SERVICES DIVISION	
Real Property	<ul style="list-style-type: none"> ● Parks: <ul style="list-style-type: none"> ○ Parks Administration Transition: Parks administration services and programs were transitioned to General Services on August 1. <ul style="list-style-type: none"> ▪ Currently recruiting for staffing resources to support the parks; during this time, Central Services staff are providing administrative support to parks. ▪ Staff have updated documentation with relevant contact information. ○ Parks Needs Assessment/Phase II: Central Services, Facilities and BluePoint Planning, the County's Parks Needs Assessment consultant, presented the the proposed approach and concept to the Board of Supervisors on August 31, 2021. ○ Russian River Parkway: Sonoma Regional Parks contacted the County with an interest to discuss a partnership and potential Memorandum of Understanding regarding the Russian River Parkway at County line and Geysers Rd. Preliminary discussions were held, with County Counsel and General Services working on details regarding potential collaboration. Staff will keep the Board posted as progress is made. ○ Low Gap Park: General Service's staff are exploring safe fire/fuel mitigation efforts during the peak of fire season, in addition to an overall fire and fuel mitigation effort throughout the park. Staff will keep the Board informed as options are identified and measure put in place. ○ Indian Creek Park: A caretaker has been procured as of July 14, 2021 and will be on site Thursdays through Mondays. Indian Creek was opened for overnight camping as of August 1, 2021.
Requests for Proposals: Central Services Issued	RFP# 025-21 IS Microsoft 365 Integration and Implementation Services <ul style="list-style-type: none"> ● Issued June 25, 2021 ● Submission deadline is July 30, 2021 ● Evaluation in process ● Potential Demonstrations August 25, 2021 ● Scheduled Evaluations September 1, 2021
Requests for Proposals: Department Issued	RFP # 042-21 Space Need Assessment <ul style="list-style-type: none"> ● Issued on August 27, 2021 ● Submission deadline: September 23, 2021 RFB# 029-21 Garage Lift Replacement <ul style="list-style-type: none"> ● Issued on May 21, 2021 ● Two proposal received ● Contract Awarded RFB# 032-21 UPS Install at Courthouse Annex Building <ul style="list-style-type: none"> ● Issued June 16, 2021 ● Three proposal received ● Contract Awarded and Routing

PROJECT AND OTHER UPDATES

Purchasing	<ul style="list-style-type: none"> • Ongoing development an improved Blanket Purchase Order Monitoring process for administering, reporting and monitoring. • Developing a Purchasing Education Program to launch in October 2021 County-wide. • Preparing to launch Procurement Efficiency Initiative in August or September 2021. • Launched InventoryCloud, automated inventory management program in June 2021. • Emergency Operations Center/Office of Emergency Services Logistics Support: Purchasing staff are assisting with the declared emergencies by means of Logistical Section Chief duties. Response to the declared drought/water emergency has included soliciting proposals for various services and/or goods, including hauling water from Ukiah to Fort Bragg. Efforts are underway, working collaboratively with the Incident Commander/Department of Transportation Director Howard Dashiell.
Operational Efficiencies and Quality Control	<ul style="list-style-type: none"> • Preparing to implement Phase II for Competitive Bidding to improve the quality and consistency of competitive bidding process that will ensure quality control. • County-wide contract Quality Control review transferred to Central Services in July 2021; review for overall contract consistency and compliance with Policy No. 1. • AP/JE/Other Quality Control review performed by Central Services effective July 2021.
Exception to Bid	<ul style="list-style-type: none"> • Developing an improved process for Exception to Bid forms for launch in August 2021.
Competitive Bidding	<ul style="list-style-type: none"> • Evaluating use of Cobblestone- e-Procurement/workflow with request for proposal processes
Long Term Planning	<ul style="list-style-type: none"> • Central Services Operational model • ISF Development - Facilities, Fleet, Central Services • Fiscal reporting structure • Budget Preparation (with Executive Office Budget team)



INFORMATION SERVICES DIVISION MONTHLY UPDATE

AUGUST 2021

Administration Update

Retirement Announcement

Information Services would like to congratulate the Information Services Division Manager, Cody Snider on his recent retirement. After 20 years with us, Cody has decided to move on to new adventures. Thank you for everything that you have brought to this department, to the County, and to all of us.

Congratulations Cody, you will be sorely missed.

Recruitment Update

The Information Services Division staff have been actively working with Human Resources on recruitments to fill allocated positions. With the recent retirement of the Information Services Division Manager, staff will continue to work closely with Deputy CEO, Steve Dunncliff, to address critical needs during this time of transition and strategically plan for the long-term needs.

Geographic Information System (GIS) Update

The Information Services Division's GIS Staff, create and maintain the SDE Geo Database, a centralized source for the most up to date County GIS data for use with GIS stations in departments throughout the County. Staff is currently reviewing data sets that require an update once a year or once every two years and bringing these data sets current to 2021. GIS Program staff are currently working on updates to the County Facilities layer.

The Information Services Division's GIS Staff, create and maintain two (2) GIS Portals, one (1) on the County's Intranet for use by County Staff and one (1) on the internet for use by the public. Current activity includes the addition of a mapping application to display the existing Supervisor Districts along with 2010 population figures and a population density layer. The public can use this application to delineate and submit maps of their Community of Interest to the Redistricting Committee. GIS Program Staff are modifying this application on a continuing basis as new data from the Census Bureau and the State are released.

The GIS Coordinator is working with staff from County Counsel's office, Executive office and the Assessor-Clerk Recorder's office to plan and prepare for the 2021 redistricting of Supervisor Districts. GIS Program Staff will participate in the Citizen Advisory Commission's initial meeting and training session on September 1, 2021 to explain Census data and geography as well as pre and post data mapping tools.

GIS Program Staff in cooperation with Staff from the County's Office of Emergency Services, (OES) have converted the evacuation areas created by OES Staff into a GIS data layer that includes 2010 population counts for each evacuation area. GIS Program Staff have created an interactive map application for the evacuation areas on the County's Public GIS Portal. The population data for this application will be updated as per the 2020 Census data when that data is made available for geography at the Block level.

INFORMATION SERVICES DIVISION MONTHLY UPDATE

Information Services Division's GIS Staff, create and maintain the GIS data layers in the Sheriff's dispatch system. GIS Staff complete monthly updates to Geo Database

Public Safety Communications Update

The work crews for the Point Arena microwave repairs scheduled to arrive on September 13, 2021 have been delayed and rescheduled for October 11, 2021 due to contractor availability to replace the damaged equipment and finalize the south coast microwave loop. This includes replacing a damaged dish antenna at the Point Arena AT&T 10 mile site and new waterproof equipment cabinets at the Point Arena Air Force Radar site. Weather resistant equipment cabinets are being specified; the Information Services Division Communications staff have approved the proposed manufacturer design and configuration.

Public Safety Communications Microwave Radio System MPLS Project Update

The vendor and Information Services Division staff have completed the MPLS data system final engineering and design review. Information Services Division staff are preparing a staging area for the vendor to configure and test all components in a simulated environment prior to taking the equipment to each microwave site. The vendor and Information Services Division staff will be staging, testing and configuring the MPLS system in its entirety the third week of September 2021. Once this is completed, the components will be installed in parallel with our existing equipment and then cut over to the new hardware, this will allow for minimal downtime and disruptions to public safety communications.

Public Safety Communications Microwave Radio System Simulcast Repeater Upgrade Project Update

The Simulcast Repeater Upgrade Project is currently proceeding. Phase 1A system design was completed. The vendor is currently researching parts/materials delivery times and contractor availability for installation to begin. The funding required to finish this project has been approved by the Board of Supervisors and is anticipated to be received at first quarter budget. In preparation for receipt of the additional funding, Information Services Division staff have completed the phase 1B design and engineering process. Information Services Division staff are currently engineering scopes of work, documents and schematic diagrams are being prepared by the for vendor proposals.

Operations Update

Operations Help Desk Metrics

August 2021 (0800 – 1700 Monday – Friday)

Total Calls – 570

- **Answered** – 485 (85.8%)
 - Avg. time to Answer – 23 seconds
- **Abandoned** (Long, Short) – 63 (11%), 10 (0.1%)
 - Avg. time to Abandon – 1.32 minutes
 - Short Abandons are calls that hang up within 6 seconds of calling
- **Voicemail** – 11 (1%)
- **Total call duration** – 29.46 hours

INFORMATION SERVICES DIVISION MONTHLY UPDATE

Overall Service Level – 93%

General Update – Board Chambers

IS Operations Audio/Visual staff has completed the installation of equipment necessary for the technical operation of the Board Chambers. After a short period of quality testing, Operations will sign off on the use of the equipment for future meetings.

Development and Business Applications Update

Property Tax Software System (Aumentum)

The Information Services Division received critical database training during this reporting period, giving the Aumentum group necessary insight into the data organization of the new Property Tax Software System. This training will allow for the creation of reports that will help in many aspects of the annual property tax cycle. Additionally, work has begun on the property tax sales module, allowing for improved tracking of defaulted tax sale properties.

Criminal Justice Software Upgrade

The Information Services Division has been actively perusing replacement software for case management due to the announced end of life of the existing platform, Justware. The kickoff of the District Attorney migration to the Karpel case management system is scheduled to begin in early September, and by the end of September the Public Defender, Probation, and the Alternate defender will be moving toward project kickoff.

Office 365 Electronic Mail Conversion – Phase I

The process of moving the county to Office 365 is continuing to move forward. Information Services and other county parties have been actively perusing assistance through the RFP process. This assistance is required due to the complexity of our current email setup. The vendors who have responded to our request have great experience in migrations off this type. Information Services can report at this time that the selection committee will be choosing a vendor in the very near future and a timeline for completion off this migration will be announced soon.

Cannabis Portal Metrics

The Information Services Division, in conjunction with the Cannabis Program, has finalized development of a web-enabled application that will assist Mendocino County residents who desire to apply and/or re-apply for cannabis-based applications. At this time, the Information Services Division can report the following metrics:

- Number of permits initiated = 238
- Submitted permits (including those reopened one or more times) = 99
- Submitted permits ready to be delivered to the Cannabis Program = 7
- Number of permits reopened and need to be resubmitted = 24
- Uploaded documents = 2838

Attachment 7

Board of Supervisors Prioritized Spend

PG&E - Funded per BOS Combined Method

INTERNAL WORKING DOCUMENT

Total One-Time PG&E Settlement = \$22,651,737

Moved Water Meters to
ARPA and applied Carbon
Reduction

Agency/Department	1-Time Funds	Funding Ask	Amended Funded per Combined Method, if Varying Amounts Took the Lowest
Mendocino Fire Safe Council (MCFSC)			
Basic MCFSC Operations		\$ 120,000	\$ 600,000
DSAFIE (Defensible Space Assistance)		\$ 650,000	\$ 650,000
Community Chipper Program		\$ 150,000	\$ 150,000
Coastal Valley Emergency Medical Services (EMS)			
CAD Integration		\$ 62,000	\$ 62,000
CAD Monthly Service/5 years	X	\$ 120,000	\$ 120,000
Image Trend	X	\$ 271,978	\$ 271,978
Pulse Point	X	\$ 62,500	\$ 62,500
Non-Transport Fire Service Equipment		\$ 300,000	\$ 300,000
EMS Transport Service Equipment		\$ 559,125	\$ 559,125
Training & Education Center	X	\$ 200,000	\$ 200,000
EMT/Paramedic Scholarships	X	\$ 100,000	\$ 100,000
JPA Assessment & Implementation	X	\$ 1,359,397	\$ 1,000,000
Mendocino County Sheriff Office -Emergency Operations Center (EOC)			
EOC Facility	X	\$ 500,000	\$ 500,000
Generator	X	\$ 58,000	\$ 58,000
Re-Engineer Equipment to EOC Facility	X	\$ 100,000	\$ 100,000
** Vehicle Replacement (including computer mobile devices)	X	\$ 1,100,000	\$ 1,100,000
** Radio Systems for Sworn Sheriff's Office Vehicles	X	\$ 286,110	\$ 286,110
Mendocino County Department of Transportation (DOT)			
Road & Bridge Repairs	X	\$ 1,400,318	\$ 1,400,318
Funding Assistance for Road Resurfacing & Widening Eastside Potter Valley Road-Time Sensitive by July 13, 2021	X	\$ 1,001,715	\$ 1,001,715
Mendocino County Planning & Building Services Department (PBS)			
Reimbursement for Permits & Staff time from 2017 Disaster	X	\$ 412,899	\$ 412,899
The Community Foundation of Mendocino County			
Disaster Fund for Future Disasters in Mendocino County	X	\$ 1,500,000	\$ 500,000
Resource Conservation District Mendocino County			
Hazardous Tree Removal	X	\$ 500,000	\$ 500,000
Fire Restoration Road Improvements	X	\$ 500,000	\$ 500,000
CEQA Investments for 4 projects (\$10,000 per project)	X	\$ 40,000	\$ 40,000
Prevention, Recovery, Resiliency & Mitigation (PRRM)			
County Cultural Responsiveness on Tribal Lands	X	\$ 15,000	\$ 15,000
Update General Plan Safety Element	X	\$ 41,457	\$ 41,457
Update Hazard Mitigation Plan	X	\$ 62,500	\$ 62,500
Ignition Resistance Construction Phase I	X	\$ 100,000	\$ 100,000
Mendocino County Early Warning Sirens-Local Match	X	\$ 43,054	\$ 43,054
Develop a Plan for Safe Emergency Ingress/Egress for Secondary Roads	X	\$ 250,000	\$ 250,000
Fire Hydrant Installation in Redwood Valley	X	\$ 250,000	\$ -
Mendocino County Facilities & Information Services			
Emergency Infrastructure Microwave Hardening - Phase 2 (Sanel)	X	\$ 350,000	\$ 350,000
Park Hazards Mitigation	X	\$ 300,000	\$ 300,000
Microwave & Radio Communications Hardening Phase - 3 Radio Replacement	X	\$ 900,000	\$ 900,000
Fort Bragg Spur Microwave Ring Expansion	X	\$ 50,000	\$ 50,000
Big Signal Peak - Underground Test/Mapping/Distance/Meter	X	\$ 163,000	\$ 163,000
Microwave/Radio Towers Structural Analysis	X	\$ 100,000	\$ 100,000
Microwave Phase I (Repeaters) - Additional Funding	X	\$ 500,000	\$ 500,000
MC Sheriff Office Structured Connectivity - Station 1 Wiring	X	\$ 125,000	\$ 125,000
Disaster Recovery Planning	X	\$ 40,000	\$ 40,000
Disaster Recovery Site Implementation	X	\$ 250,000	\$ 250,000
Redwood Valley-Calpella Fire District			
Type 1 Structure Fire Truck	X	\$ 1,000,000	\$ 1,000,000
Type 3 Wildland Truck with 4-wheel drive	X	\$ 500,000	\$ 500,000
4 Warning Sirens and Poles	X	\$ 135,000	\$ 135,000

Attachment 7

Board of Supervisors Prioritized Spend

PG&E - Funded per BOS Combined Method

INTERNAL WORKING DOCUMENT

Total One-Time PG&E Settlement = \$22,651,737

Moved Water Meters to
ARPA and applied Carbon
Reduction

Agency/Department	1-Time Funds	Funding Ask	Amended Funded per Combined Method, if Varying Amounts Took the Lowest
Community Training for Sirens	X	\$ 2,500	\$ 2,500
Repair/Replace Firehouse Septic System	X	\$ 40,000	\$ 40,000
Repair and Resurface Firehouse Pavement	X	\$ 50,000	\$ 50,000
Update Firehouse Computers & Office Equipment	X	\$ 10,000	\$ 10,000
2 Bedroom Modular	X	\$ 100,000	\$ 100,000
Clean-up from 2017 Fire	X	\$ 75,000	\$ 75,000
Clean-up from 2020 Storm	X	\$ 20,000	\$ 20,000
Community Education	X	\$ 5,000	\$ 5,000
Fire Hydrants (Add/Replace)	X	\$ 500,000	\$ -
Locks for Fire Hydrants	X	\$ 150,000	\$ 150,000
Fire Training Structure			
Ohio Phase V - Modified	X	\$ 1,000,000	\$ 1,000,000
Mendocino County Library			
Purchase & Install Permanent Generators (at 5 Library Branches) - Carbon Reduction/Solar	X	\$ 580,000	\$ 500,000
Brooktrails Fire Department (BCS)			
Polaris UTV Side-by-side Rescue Vehicles	X	\$ 120,000	\$ 120,000
Potter Valley Volunteer Fire Department			
2008 International Type III Wild Land Fire Engine	X	\$ 209,000	\$ 209,000
Emergency Power Generator for Fire Station 631	X	\$ 19,776	\$ 19,776
Firefighting Equipment	X	\$ 76,400	\$ 76,400
Communications Upgrades since 2017	X	\$ 7,600	\$ 7,600
Emergency Supply Cache for Major Disasters	X	\$ 15,000	\$ 15,000
Water Tender for Remote Fire Reponses	X	\$ 80,000	\$ 80,000
Washing Machine Extractor for PPE	X	\$ 8,000	\$ 8,000
Redwood Valley Water District			
Replace 2 Lake Pump Controls & Clean-up of Plumbing & Electrical	X	\$ 300,000	\$ 200,000
Metered Fire Hydrant Locks for 200 Hydrants	X	\$ 200,000	\$ -
United Disaster Relief of Northern California - Disaster Resource Center			
Forklift	X	\$ 10,000	\$ 10,000
Potter Valley Community Parks & Recreation			
New Well Installation	X	\$ 20,000	\$ 20,000
Well Pump	X	\$ 2,000	\$ 2,000
Pump House	X	\$ 2,500	\$ 2,500
30-12' Panels for Pens for Evacuated Livestock	X	\$ 6,000	\$ 6,000
Panel Trailer for Storage & Efficiency	X	\$ 2,500	\$ 2,500
60-7' T Posts	X	\$ 500	\$ 500
Carbon Reduction			
Carbon Reduction			\$ 1,500,000
Redwood Valley Grange No. 382			
Redwood Valley Grange No. 382			\$ 250,000
		Total	\$ 19,881,432
		Available Balance	\$ 2,770,305
Water Supply Replacement Grant Match**			\$ (960,000)
Coastal Water Transport Allocation**			\$ (1,500,000)
		Unallocated Balance	\$ 310,305

**To be reimbursed by County when other funding options become available



County of Mendocino
Cannabis Program
579 Low Gap Road • Ukiah • California • 95482

Kristin Nevedal, Program Manager

Phone: 707-234-6680

FAX: 707-234-6337

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PHASE ONE AND TWO REAPPLICATION PORTAL

The Phase One and Phase Two Reapplication Portal was opened on Monday, August 2, 2021 and will expire on October 30, 2021. The chart below shows the progress made through Tuesday, September 7, 2021.

Date	Submitted to Portal	Submitted to MCP	Reviewed by MCP	Determined Complete	Status Notifications Sent
Week 1 Totals	51	51	52	9	0
August 7, 2021	51	51	52	9	0
Week 2 Totals	41	32	6	1	51
August 14, 2021	92	83	58	10	51
Week 3 Totals	33	35	36	14	32
August 21, 2021	125	118	94	24	83
Week 4 Totals	20	0	25	9	0
August 28, 2021	145	118	119	33	83
Week 5 Totals	27	35	25	3	42
September 4, 2021	172	153	144	36	125
Week 6 Totals	2	18	12	6	0
September 7, 2021	174	171	156	42	125

To date, applicants have made 174 permit submissions, representing 100 different applications. Program staff have reviewed 171 permit applications and determined that 42 applications are complete.

30-DAY COURTESY NOTICES TO EXPIRED PERMIT HOLDERS

On July 15, 2021, Program staff implemented new renewal guidelines that include the issuance of courtesy notices to permit holders with annual cultivation permits nearing expiration. In an effort to bring persons with expired annual permits into compliance, staff issued seventy eight 30-day courtesy notices to persons with annual cultivation permits that had expired in 2018, 2019, and 2020.

Due to the exceptionally high volume of renewal applications received during the last week of the 30-day notice period, staff extended the renewal processing timeline to September 1, 2021. The table inserted below, provides a final summary of the 30-day courtesy notice project.

July 15, 2021, 30-Day Courtesy Notices	August 10, 2021	September 1, 2021
Approved	27	56
Received Incomplete	28	0
Hold (subject to correction timeline)	5	12
Not Received	16	0
Denied / Withdrawn	2	2
Expired (failed to complete application)	0	8
Total	78	78

An additional 80 courtesy notices were scheduled for September, to be sent to persons with annual cultivation permits that had expired in 2021. The 30-day courtesy notices were sent via email, and certified mail. Secondary reminder notices were sent via email to persons who had not responded in the first 15 days.

LOCAL EQUITY ENTREPRENEUR PROGRAM (LEEP)

As of July 13, 2021 the County of Mendocino had received thirty (30) complete eligibility applications and had certified eleven (11) persons eligible for the grant program. On July 20, 2021, the Board of Supervisors directed Cannabis Program staff to amend the Local Equity Entrepreneur Program as follows:

- Increase the income threshold for eligibility to 'moderate';
- Simplify the grant applications; and
- Increase the direct grant funding opportunity from \$10,000 to \$50,000 awarded in two tranches of \$25,000 each.

The table inserted below provides a current LEEP update.

September 8, 2021	Eligibility Applicants	Direct Grant	Fee Waiver	Technical Assistance	Total Grant Applications
Approved Applicants	23	2	2	3	7
In Underwriting	26	7	9	4	20
Ineligible	3				
Total Completed Applications	52	9	11	7	27

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-82	8/31/21	5D)	Discussion and Possible Action Including Adoption of Resolution Appointing Assistant Auditor-Controller Chamise Cubbinson as Mendocino County Auditor-Controller to Fill the Unexpired Term of Office Pursuant to California Government Code §25304 and Resolutions 17-189 (Sponsor: Auditor Controller)	GENERAL CONSENSUS OF THE BOARD to direct the Executive Office to work with the Auditors office to ensure adequate staffing, as needed; and for the Strategic Plan Ad Hoc to work with staff and bring back an item discussing the possibilities regarding the Auditor form of governance vs a Chief Financial Officer form of governance.	Executive Office/Auditor	IN PROCESS	Darcie Antle met with Auditor Controller and Assistant Auditor Chamise Cubbinson on 9/1/2021. Assistant Auditor could not find anyway the EO could assist. ACEO suggested a few areas but AA didn't think those areas would be helpful. She needs someone at a high level on entry level and would not consider promoting one of her team members up to a higher position etc. ACEO and fiscal team stand ready to assist.
21-81	8/31/21	6D)	Discussion and Possible Action Stating the Board's Intent to Address Government Code Section 29121 through the Budget Process and Mitigate Unnecessary Concern that Impedes a Department Head, Appointed or Elected Official's Ability to Perform their Duties (Sponsor: Supervisor Mulheren)	GENERAL CONSENSUS OF THE BOARD to direct the Chief Executive Officer to include a monthly report from the finance team within the CEO Report.	Executive Office	IN PROCESS	9-9-21: Will begin once the Auditor controller closes the FY 20/21 and July 2021
21-80	8/31/21	5C)	Discussion and Possible Action Including Acceptance of the Presentation of the Introduction of the Mendocino County Parks Needs Assessment Phase II by Blue Point Planning and Provide Direction to Consultant for Completion of Assessment (Sponsors: General Services Agency)	CREATION OF AN AD HOC COMMITTEE consisting of Supervisors Mulheren and McGourty to work with staff regarding the Parks Needs Assessment and to return to the Board at a later date with parks management options.	Board of Supervisors	IN PROCESS	
21-79	8/31/21	6A)	Discussion and Possible Action Including Acceptance of Update from the Drought Task Force Ad Hoc Committee (Sponsor: Drought Task Force Ad Hoc Committee of Supervisors Haschak and McGourty)	GENERAL CONSENSUS OF THE BOARD to Direct staff to return with an analysis regarding the amount of Transient Occupancy Tax funds received annually, where the funds came from, and how the funds were used in the last 10 years.	Executive Office/Treasurer-Tax Collector	IN PROCESS	9-9-21: Report ready through FY 19/20 waiting for Auditor Controller to close FY 20/21.
21-78	8/17/21	5A)	Discussion and Possible Action Including Appointment of an Ad Hoc Committee Regarding Responses to the 2021-2022 Grand Jury Report – Sponsor: County Counsel	FORMATION OF AN AD HOC COMMITTEE consisting of Supervisors Mulheren and Haschak to handle the referral of the Homelessness and Housing Grand Jury Reports	Board of Supervisors	IN PROCESS	
21-77	8/17/21	5A)	Discussion and Possible Action Including Appointment of an Ad Hoc Committee Regarding Responses to the 2021-2022 Grand Jury Report – Sponsor: County Counsel	GENERAL CONSENSUS OF THE BOARD to refer the Information Technology Grand Jury Report to the Information Technology Ad Hoc	Board of Supervisors	IN PROCESS	
21-76	8/17/21	3)	Public Expression	GENERAL CONSENSUS OF THE BOARD to direct Human Resources and the Executive Office to come back to the full Board with a presentation on staff recruitment and retention.	Executive Office/Human Resources	IN PROCESS	
21-75	8/3/21	5B)	Discussion and Possible Action Including Selection of Outside Counsel to Provide Legal Advice and Representation to the Mendocino County Sheriff's Office Regarding Areas in Which County Counsel Has a Conflict of Interest	GENERAL CONSENSUS OF THE BOARD to authorize the Sheriff to select one of the four listed attorneys for the scope of work articulated previously, and authorize the hiring of the Manning firm to represent the Sheriff, in the event that the he does not choose one of the four himself.	Sheriff	IN PROCESS	
21-74	8/3/21	5B)	Discussion and Possible Action Including Selection of Outside Counsel to Provide Legal Advice and Representation to the Mendocino County Sheriff's Office Regarding Areas in Which County Counsel Has a Conflict of Interest	GENERAL CONSENSUS OF THE BOARD to Direct staff to contract with counsel to provide Sheriff Kendall with a legal opinion in regards to the legality of the consolidation of Sheriff's IT department and the County's existing IS department.	County Counsel/Sheriff	IN PROCESS	
21-73	8/3/21	5B)	Discussion and Possible Action Including Selection of Outside Counsel to Provide Legal Advice and Representation to the Mendocino County Sheriff's Office Regarding Areas in Which County Counsel Has a Conflict of Interest	GENERAL CONSENSUS OF THE BOARD to Direct staff not to proceed with the consolidation of the Sheriff's IT department and the County's existing IS department until such time as a determination is made by way of an Attorney General opinion in regards to whether or not it is prohibited by the relevant government code sections.	County Counsel/Sheriff	IN PROCESS	
21-72	8/3/21	5A)	Discussion and Possible Action Including an Update Associated with the Novel Coronavirus (COVID-19); and Provide Possible Direction Regarding Essential Services in Mendocino County, Operational Preparation and Reponse, and Associated Countywide Economic Impacts	GENERAL CONSENSUS OF THE BOARD to Direct the Mendocino County Human Resources Department to implement a policy regarding proof of COVID-19 vaccination for vaccinated employees and regular testing for unvaccinated employees, as an example for all other employers in Mendocino County.	Human Resources	IN PROCESS	
21-69	7/19/21	3)	Public Expression	GENERAL CONSENSUS OF THE BOARD to direct County Counsel to work with Environmental Health staff to bring an item back as soon as possible in regards to administerial permits related to chapter 22.18.	County Counsel/Environmental Health	IN PROCESS	

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-66	6/22/21	5G)	Discussion and Possible Action Including Direction to Staff to Draft an Ordinance Making Amendments to Chapter 22.18 of the Mendocino County Code, Including, But Not Limited To, Imposing a Phased Cap on the Size of Cannabis Cultivation Sites Initially of One or Two Acres Per Parcel – Sponsor: County Counsel	GENERAL CONSENSUS OF THE BOARD to direct staff to return with an amended ordinance including language for reducing the cap on cannabis cultivation to 2 acres for a limited time, leaving a cap of 10 percent of the total parcel size in place, and returning by way of public hearings every three years beginning on January 1, 2023 to possibly increase the cap over time, with 5 acres possible on January 1, 2026 and up to ten acres maximum possible no sooner than January 1, 2029.	County Counsel	IN PROCESS	
21-65	6/22/21	4AX)	Adoption of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation Sites	GENERAL CONSENSUS OF THE BOARD: Direct County Counsel to make edits to the Memorandum previously released to the full Board regarding the effect of referenda on the Cannabis Ordinance.	County Counsel	IN PROCESS	
21-60	6/9/21	5A)	Noticed Public Hearing - Discussion and Possible Action Including Approval of the Mendocino County Proposed Budget for Fiscal Year (FY) 2021-22, Including All Recommended Actions and Adjustments – Sponsors: Executive Office and Auditor-Controller	GENERAL CONSENSUS OF THE BOARD to direct the Executive Office to present an updated Vehicle Replacement Plan/program, including timelines for implementation.	Executive Office	IN PROCESS	
21-57	6/8/2021	5E)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2021-22, Including All Recommended Actions and Adjustments – Sponsors: Executive Office and Auditor-Controller	GENERAL CONSENSUS OF THE BOARD to Direct staff to review the Boonville Fairgrounds as a potential site for Community Resource Center/public use during outage	Executive Office	IN PROCESS	
21-56	6/8/2021	5E)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2021-22, Including All Recommended Actions and Adjustments – Sponsors: Executive Office and Auditor-Controller	GENERAL CONSENSUS OF THE BOARD to Direct staff to return with an alternate plan for a Pilot Program utilizing both generator and solar options rather than relying on gas powered generators in the event of mass outages throughout the County	Executive Office	IN PROCESS	
21-49	5/11/21	4A)	Direction to Staff to Begin Fully Assessing, Billing and Collecting Cannabis Business Tax, in the Current Calendar Year, to Initially Focus Expanded Application on Unlawful Cannabis Cultivation Sites that are Subject to Other Enforcement Action; Further to Direct Treasurer Tax Collector, County Counsel and Code Enforcement to Provide a Report at the End of the Year with Recommendations (Sponsor: Supervisor Williams)	GENERAL CONSENSUS OF THE BOARD to direct staff to return at a future meeting with an agenda item regarding the minimum tax required for cannabis cultivation, including information regarding the appeals process of said cannabis tax.	Cannabis/Treasurer-Tax Collector	IN PROCESS	
21-46	5/4/21	5B)	Discussion and Possible Action Regarding Presentation of the Third Quarter Budget Report on the Status of County Departmental Budgets and Executive Office Recommendations for Fiscal Year (FY) 2020-21; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to direct the Executive Office to work with Department Heads in developing suggestions for one time expenses that will reduce ongoing expenses.	Executive Office	IN PROCESS	
21-45	5/4/21	5B)	Discussion and Possible Action Regarding Presentation of the Third Quarter Budget Report on the Status of County Departmental Budgets and Executive Office Recommendations for Fiscal Year (FY) 2020-21; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to Direct Staff to have all County-Wide Public Facing services/Permit Applications be made available online by the end of calendar year 2021, starting with PBS and Cannabis as a priority; further, that staff is directed to work with the IT Ad Hoc to prioritize the remaining public facing services/permit applications.	Cannabis	IN PROCESS	
21-44	5/4/21	5B)	Discussion and Possible Action Regarding Presentation of the Third Quarter Budget Report on the Status of County Departmental Budgets and Executive Office Recommendations for Fiscal Year (FY) 2020-21; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to Direct PBS Staff to work with the Executive Office to bring back an estimation of the costs associated with bringing the Planning and Building Services permit program online	Planning & Building Services/Executive Office	IN PROCESS	
21-43	5/4/21	5B)	Discussion and Possible Action Regarding Presentation of the Third Quarter Budget Report on the Status of County Departmental Budgets and Executive Office Recommendations for Fiscal Year (FY) 2020-21; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to Direct staff to consult with the Auditor, Treasurer-tax Collector, and Cannabis Program Manager and bring back a projection of impacts associated with a loss of cannabis revenue due to State sunseting of Provisional Licenses	Treasurer-Tax Collector/Cannabis/Auditor	IN PROCESS	

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-41	4/28/21	3A)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Amending Mendocino County Code Chapter 6.36 and Chapter 20.243 Regarding Cannabis Facilities (continued from April 27, 2021) (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to remove street limitations from cannabis farmers markets within section (8)(b) of the draft facilities ordinance	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-40	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to uphold planning commission recommendation I from the April, 19, 2021 Memo to the BOS.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-39	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to uphold planning commission recommendation H from the April, 19, 2021 Memo to the BOS.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-38	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to uphold planning commission recommendation G from the April, 19, 2021 Memo to the BOS.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-37	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to uphold planning commission recommendation F from the April, 19, 2021 Memo to the BOS.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-36	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to come back with a plan to curtail water hauling under phase one and a plan for enforcement regarding water hauling restrictions going forward	Planning & Building Services	IN PROCESS	
21-35	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD Direct staff to include language for a 2 year phase out of water hauling for cannabis cultivation for phase 1 applicants moving into phase 3, with the intent to have all water hauling phased out by the January 1, 2023.	Planning & Building Services	IN PROCESS	
21-34	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to include the implementation of a tracking log regarding emergency water hauling for cannabis cultivation including information regarding gallonage, hauling company, source of water, and date.	Planning & Building Services	IN PROCESS	

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-33	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct oak woodlands Ad Hoc to provide a status report on the oak woodlands ordinance to the full board within 60 days	Planning & Building Services	IN PROCESS	
21-32	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD direct staff to remove the allowances for small and medium indoor cannabis operations on Rural Residential, Rangeland, and Upland Residential parcels from Appendix A	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-31	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD direct staff to bring back a future agenda item regarding hydrological studies and groundwater requirements for agricultural sites exceeding 1500 gallons of pumped water per day by water well	Planning & Building Services	IN PROCESS	
21-30	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to notify phase 1 applicants to complete submittal of documents within 60 days.	Planning & Building Services	IN PROCESS	
21-29	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to accept Planning Commission recommendation to keep provisions in section 22.18.030 regarding cultivation exempt from a permit in Chapter 10A.17.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-28	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to incorporate a hydrological study requirement on new wells for cannabis cultivation.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-27	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to Direct staff to incorporate use permit process that would allow for up to ten percent of a parcel zoned for AG, and in Rangeland cases where existing disturbed soil is present, to be used for cannabis cultivation.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-26	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to include language regarding discouragement of fencing unless deemed appropriate through the planning commission process, providing it is not deemed otherwise necessary.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.

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Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-25	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD direct staff to make amendments allowing outdoor cultivation on rangeland only on parcels previously cleared, tilled, with a history of crop cultivation and developed water irrigation system prior to 2015.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-23	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to use the phase 1 slope restrictions for phase 1 applicants who reapply under phase 3, due to failing to secure a state annual license.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance.
21-22	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to make a deadline publicly available by the end of April for phase 1 applications/requests for information to be completed.	Planning & Building Services	IN PROCESS	
21-21	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	BY ORDER OF THE CHAIR to direct staff to provide regular reports to the Board regarding Cannabis.	Cannabis	IN PROCESS	
21-20	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	BY ORDER OF THE CHAIR direct staff to provide regular reports to the Board regarding Cannabis Code Enforcement monthly within the CEO Report, or on the regular agenda as needed.	Planning & Building Services	IN PROCESS	
21-17	3/23/21	5C)	Discussion and Possible Action Including Adoption of Resolution Adopting a New Classification - Director of Information Services (Chief Information Officer), Salary No. 6298; and Amending the Position Allocation Table as Follows: Budget Unit 1960, Add 1.0 FTE Director of Information Services (Chief Information Officer) (Sponsor: Human Resources)	GENERAL CONSENSUS OF THE BOARD: Direct staff to look into the titles of both the "Information Services" department and the proposed "Chief Information Officer" position and see if a switch in titles to include "Information Technology" would be less misleading.	Human Resources	IN PROCESS	
21-15	3/22/21	3B)	Discussion and Possible Action Regarding Presentation to the Board of Supervisors from Behavioral Health and Recovery Services on Status Report of Activities Related to the Mental Health Treatment Act Citizen's Oversight Committee Projects and Programs (Sponsor: Health and Human Services Agency)	GENERAL CONSENSUS OF THE BOARD: Conduct an annual independent audit of Measure B Funds.	Auditor-Controller	IN PROCESS	
21-12	3/9/21	6B)	Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest	GENERAL CONSENSUS OF THE BOARD to include cannabis in the Crop Report going forward, and request an addendum regarding 2019 cannabis data to be reviewed by Supervisor McGourty and included on an upcoming Consent Calendar	Agriculture/Board of Supervisors	IN PROCESS	7-8-21: We worked with Cal Cannabis and the MCA to send cannabis production surveys. We had very limited results. We also reached out to the county auditor, the treasurer and Kristin Nevedal.

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-09	3/9/21	5D)	Discussion and Possible Action Regarding Presentation of the Fiscal Year (FY) 2020-21 Mid-Year Budget Report on the Status of County Departmental Spending and Revenues For FY 2020-21 and Executive Office Recommendations; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD direct staff to bring back cost estimates for generator installation at publicly used county facilities for use during future PSPS events and to analyze internet installation options, including Starlink, at such facilities.	Executive Office	IN PROCESS	
21-07	3/9/21	5D)	Discussion and Possible Action Regarding Presentation of the Fiscal Year (FY) 2020-21 Mid-Year Budget Report on the Status of County Departmental Spending and Revenues For FY 2020-21 and Executive Office Recommendations; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD direct staff to provide analysis of how much the county is collecting from different entities, in order to determine how many of the cannabis tax payers are paying the minimum versus how many are paying a percentage of revenue	Auditor/Cannabis/Treasurer/ PBS	IN PROCESS	
21-06	3/9/21	5D)	Discussion and Possible Action Regarding Presentation of the Fiscal Year (FY) 2020-21 Mid-Year Budget Report on the Status of County Departmental Spending and Revenues For FY 2020-21 and Executive Office Recommendations; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to Direct the Executive Office, Planning and Building Services, and Auditor's Office to work together to clarify projections of the cannabis tax revenue based on the Planning Departments estimate of how many of these farms will make it to annual license stage.	Executive Office/Planning & Building Services/Auditor	IN PROCESS	
21-04	2/23/21	6B)	Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest	GENERAL CONSENSUS OF THE BOARD to include Measure B direction as a special topic on an upcoming agenda.	Health and Human Services Agency	IN PROCESS	
20-70	1/5/21	4O)	Adoption of Ordinance Amending Mendocino County Code Chapters 1.04, 1.08 and 16.30 Relating to Code Enforcement Procedures and Regulations, Including Administrative Penalty Increases Relating to Stormwater, Cannabis and Building Violations	DIRECTIVE: GENERAL CONSENSUS OF THE BOARD to direct staff to send 5 day notice via certified mail (in relation to agenda item 4o)	Planning & Building Services	IN PROCESS	
20-67	11/17/20	5C)	Discussion and Possible Action Regarding Presentation of the First Quarter Budget Report on the Status of County Departmental Spending and Revenues for Fiscal Year (FY) 2020-21 and Executive Office Recommendations for FY 2020-21 (Sponsor: Executive Office)	Approve recommendations with the exception of increased contribution to the health care plan and direct staff to bring back a comprehensive proposal to shore up health care plan.	Executive Office	IN PROCESS	Update to the BOS coming forward August 2021.
20-66	11/3/20	5G)	Discussion and Possible Action Including Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying the Ordinance of the Ukiah Valley Fire District Adopting the 2019 Edition of the California Fire Code with Amendments, Regulating and Governing the Safeguarding of Life and Property from Fire and Explosion and for Providing for the Issuance of Permits, Repealing All Other Ordinances and Parts of Ordinances of the Ukiah Valley Fire District in Conflict Herewith (Sponsor: County Counsel)	BY ORDER OF THE CHAIR Agenda Item 5g) is tabled to a later date	County Counsel	IN PROCESS	
20-66	11/3/20	5G)	Discussion and Possible Action Including Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying the Ordinance of the Ukiah Valley Fire District Adopting the 2019 Edition of the California Fire Code with Amendments, Regulating and Governing the Safeguarding of Life and Property from Fire and Explosion and for Providing for the Issuance of Permits, Repealing All Other Ordinances and Parts of Ordinances of the Ukiah Valley Fire District in Conflict Herewith (Sponsor: County Counsel)	GENERAL CONSENSUS OF THE BOARD to provide direction to staff and to the Districts to respond to concerns raised raised in public comment, to work on changes to District Ordinances and bring those back to the board in the future so that the Districts may take an action upon them.	County Counsel	IN PROCESS	
20-60	9/1/20	5N)	Discussion and Possible Action Including Adoption of Urgency Ordinance Enacting Temporary Restrictions on Covid-19 Pandemic Related Commercial and Residential Evictions (Sponsor: County Counsel)	GENERAL CONSENSUS OF THE BOARD to withdraw this item from the agenda and direct County Counsel to bring Item 5N back if it and when it appears appropriate to do so	County Counsel	IN PROCESS	
20-59	9/1/20	5I)	Discussion and Possible Action Regarding Presentation to the Board of Supervisors from the Mental Health Treatment Act Citizen's Oversight Committee on Progress Since the July 14, 2020 Update (Sponsor: Mental Health Treatment Act Citizen's Oversight Committee)	GENERAL CONSENSUS OF THE BOARD to form an ad hoc including Supervisors Williams and Haschak to work with Measure B staff and Measure B Committee as needed to develop a business plan and formulate a common set of goals, including the development of a PHF unit	Board of Supervisors	IN PROCESS	

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
20-58	8/18/20	4R)	Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying Hopland Fire Protection District's Ordinance No. 20-1, amending "Fire Safety Ordinance" to adopt, by reference, and amend selected provisions, chapters, and appendices of the California Code of Regulations, Title 24, 2019 Edition of the California Fire Code, to Adopt Local Findings, and to Make Technical and Administrative Revisions to the Fire Safety Ordinance	GENERAL CONSENSUS OF THE BOARD to table item 4R), to a later date.	County Counsel	IN PROCESS	
20-57	8/18/20	4P)	Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying the Ordinance of the Ukiah Valley Fire District adopting the 2019 Edition of the California Fire Code with Amendments, Regulating and Governing the Safeguarding of Life and Property from Fire and Explosion and for Providing for the Issuance of Permits, Repealing All Other Ordinances and Parts of Ordinances of the Ukiah Valley Fire District in Conflict Herewith	GENERAL CONSENSUS OF THE BOARD to table item 4P), to a later date.	County Counsel	IN PROCESS	
20-56	8/18/20	4O)	Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying Redwood Valley-Calpella Fire Protection District's Ordinance No. 20-1, amending "Fire Safety Ordinance" to adopt, by reference, and amend selected provisions, chapters, and appendices of the California Code of Regulations, Title 24, 2019 Edition of the California Fire Code, to Adopt Local Findings, and to Make Technical and Administrative Revisions to the Fire Safety Ordinance	GENERAL CONSENSUS OF THE BOARD to table item 4O), to a later date.	County Counsel	IN PROCESS	
20-55	8/18/20	5A)	Discussion and Possible Action Including an Update Associated with the Novel Coronavirus (COVID-19), Including Possible Direction Regarding Essential Services in Mendocino County, Operational Preparation and Response, and Associated County-wide Economic Impacts (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to appoint an ad hoc, consisting of Supervisors Brown and Gjerde, to work on staffing continuity issues related to COVID-19.	Board of Supervisors	IN PROCESS	
20-53	8/4/20	5B)	Discussion and Possible Action Including Direction to Staff Regarding the Potential Re-direction of the Cannabis Cultivation Permitting Program to a Land Use Ordinance and Direction to Staff Regarding Prioritizing Phase 1 and 2 Existing Permit Holders who Require a CEQA Checklist with a Cost Recovery System Identified in Response to Board Direction Received on June 16, 2020 (Sponsor: Planning and Building Services)	GENERAL CONSENSUS OF THE BOARD to form an Ad Hoc Committee, including Supervisors Williams and Gjerde, to work with the City of Fort Bragg on housing.	Board of Supervisors/Planning & Building	IN PROCESS	The agenda item title on this does not match the captured directive. Assuming the directive is correct, the Board approved a work plan for PBS on September 22 which put this item on hold.
	7/14/20	5F)	Discussion and Possible Action Including Direction to Staff on Potential Options to Streamline the Business License Process and Amend Regulations contained in Title 6 of County Code, "Business License Regulations," in Response to Board Direction Received January 7, 2020 to Chapter 6.04 of County Code in Response to Board Direction from January 7, 2020	GENERAL CONSENSUS OF THE BOARD to direct staff to proceed with Streamlining Actions 1 and 2 listed in the attached Memo titled "Mendocino County Code Chapter 6.04, Business Licenses."	Executive Office/Planning & Building/Treasurer-Tax Collector	IN PROCESS	
20-49	7/14/20	5F)	Discussion and Possible Action Including Direction to Staff on Potential Options to Streamline the Business License Process and Amend Regulations contained in Title 6 of County Code, "Business License Regulations," in Response to Board Direction Received January 7, 2020 to Chapter 6.04 of County Code in Response to Board Direction from January 7, 2020	GENERAL CONSENSUS OF THE BOARD to direct to Staff to proceed with streamlining Title 6 Regulations One and Two	Executive Office/Planning & Building/Treasurer-Tax Collector	IN PROCESS	In the PBS work plan approved on September 22, this item was prioritized for completion in the FY 2020-21 year. Cannabis workload and other priority projects are taking precedence at this time.
20-44	6/10/20	5B)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD Direct Sheriff's Office to present an MOU between the County and Courts along with a cost analysis of the Donavan Room remodel to convert to a courtroom at Adopted on June 23, 2020	Sheriff	ON HOLD	The Sheriff prepared a follow-up item for Board consideration, but pulled it from the agenda after publication. The Sheriff intends to support updates of other expired County/Court MOUs before bringing this back to the Board.
20-41	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	BY ORDER OF THE CHAIR to review and possibly reduce amount of Agreement with Liebert Cassidy Whitmore for outside counsel related to labor negotiations	Executive Office	IN PROCESS	
20-40	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD to request clarification of terms from HHSA regarding Sonoma County LEMSA Agreement to bring back to the Board as a separate agenda item	Health and Human Services Agency	IN PROCESS	

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
20-38	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD to reduce TOT expectations for the general fund from 4.5 million to 3.9 million	Executive Office	IN PROCESS	
20-37	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD to include line item for fire departments for the TOT collection at local campgrounds, totaling 65%	Executive Office	IN PROCESS	
20-33	5/5/20	5D)	Discussion And Possible Direction To Staff Regarding The Preparation Of Mendocino County's Fiscal Year (FY) 2020-21 Budget - Sponsor: Executive Office	GENERAL CONSENSUS OF THE BOARD to direct staff to return with proposal for how to handle illegal cannabis growers from an environmental and revenue perspective.	Planning & Building Services	IN PROCESS	
20-31	4/28/20	5B)	Discussion And Possible Action Including Adoption Of An Urgency Ordinance Deferring Remittance Of Returns And Taxes, Without Penalty, Pertaining To The Transient Occupancy Tax (Tot) And The Lodging Business Improvement District (Bid) Assessment Due By Non Agent Lodging Operators On April 30, 2020 Until July 31, 2020 - Sponsor: County Counsel	IT IS ORDERED that the Board of Supervisors adopts Urgency Ordinance deferring remittance of returns and taxes, without penalty, pertaining to the Transient Occupancy Tax (TOT) and the Lodging Business Improvement District (BID) Assessment due by non-agent lodging operators on April 30, 2020 until July 31, 2020.	County Counsel	IN PROCESS	
20-23	3/20/20	5A)	Discussion And Possible Action Including An Update Associated With The Novel Coronavirus (Covid-19), Including Possible Direction Regarding Essential Services In Mendocino County, Including Policies In Light Of The Covid-19 Pandemic And An Update On Temporary Closures And/or Reductions In County Facilities And/or Services - Sponsor: Executive Office	GENERAL CONSENSUS OF THE BOARD to direct staff to prepare a letter of advocacy in relation to In Home Supportive Services during this emergency.	Executive Office	IN PROCESS	
20-21	3/10/2020	6A)	Discussion And Possible Action Including: 1) Direction To The Mendocino County Director Of Health And Human Services To Request Aggregate Patient Outcome Data From Redwood Quality Management (RQMC) And Subcontractors Disseminate With Trends Analysis; 2) Direction To The Chief Executive Officer To Return With Options Regarding A Request For Proposal Process For Adult Mental Health Services; And 3) Direction To The Chief Executive Officer To Return With Estimate Of Mental Health Funds Available For Repurpose To Meet Measure B Promises (Continued From The February 25, 2020, Board Of Supervisors Meeting) - Sponsor: Supervisor Williams	IT IS ORDERED that the Board of Supervisors 1) directs Mendocino County Director of Health and Human Services to request existing aggregate patient outcome data from Redwood Quality Management Company and subcontractors, with referral to Behavioral Health Advisory Board for analysis; 2) directs staff to consult with Behavioral Health Advisory Board and return with for request for proposal process for Adult Mental Health Services; and 3) directs CEO to return with estimate of Mental Health funds available for repurpose to meet Measure B promises.	Health and Human Services Agency	IN PROCESS	
20-19	3/10/20	5C)	Discussion And Possible Direction To Staff Regarding The Preparation Of Mendocino County's Fiscal Year (FY) 2020-21 Budget - Sponsor: Executive Office	GENERAL CONSENSUS OF THE BOARD to direct staff to fund the General Reserve level to 6.35% of prior year General Fund Appropriation per Policy #32, \$13,500,161, if funding is available.	Executive Office	IN PROCESS	
20-13	2/4/20	6C)	Discussion and Possible Action Regarding Implementation of Measure V, "Declaring Intentionally Killed and Left Standing Trees a Public Nuisance" (Sponsors: Supervisors Haschak and Williams)	The Board of Supervisors directs County Counsel to return on the March 24, 2020, Regular meeting with an enforcement plan, focused on mitigating expense; and affirm our intention to collaborate with industry to research compliance with willingness to fast track alternatives, where possible.	County Counsel	IN PROCESS	
20-10	1/21/20	6C)	Discussion and Possible Action Regarding Formal Request for a Subsidy Price Estimate from Mendocino Coast Healthcare District (MCHD), Transferable to Adventist Health, for One Advanced Life Support (ALS) Ambulance to Be Used Primary for the 101 Corridor in Collaboration with Coastal Valleys EMS Agency, for 911 Responses and Inter-Facility Transfers, as Appropriate	Direct Coastal Valleys EMS to perform fiscal analysis of current system and potential enhancements.	Executive Office	IN PROCESS	
20-08	1/21/20	5C)	Discussion And Possible Action Including An Update On Energy Efficiency Project Identification Efforts Underway; And Provide Possible Direction To Staff To Conduct A Competitive Process To Procure A Contractor For Identification And Implementation Of Energy Efficiency Projects - Sponsor: Executive Office	Upon motion by Supervisor Gjerde, seconded by Supervisor Williams IT IS ORDERED that the Board of Supervisors directs staff to request Aircon to provide information they've produced to date, in their assessment of County buildings; and present any info, including information from AirCon with Sonoma's Sonoma Sustainability Division County for their assessment of County of Mendocino facilities for efficiency improvements that will have a payback within the life of the improvements; and including the payback on optional solar project.	Executive Office	IN PROCESS	

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates	
20-03	1/7/20	6B)	Discussion and Possible Action Regarding Board Priorities and Development of a Long Term Strategic Plan for Mendocino County to Address the County's Budget, Staffing, Mission Statement, and Operations and Issues Such As Fire Response, Homelessness, Cannabis, Housing and Economic Development (Sponsors: Supervisor Haschak and Supervisor Gjerde)	Direct staff to review existing County plans and consolidate those goals and objectives into a single draft document and bring that back to the board within the next 60 days.	Executive Office	IN PROCESS	01/13/2020 - Discussed at the Department Head meeting on January 8, 2020. Requested Department Heads to submit to the Executive Office.	
20-01	1/7/20	5H)	Discussion and Possible Action Regarding Approval of Request from Mental Health Treatment Act Citizen's Advisory Committee for Board of Supervisors to Direct County Counsel to Conduct Legal Evaluation, Research Analysis, and Assessment of Adventist Health Partnership Legality; Including Restriction, Necessary Control, Implications, and Compliance Regarding the Possible Use of Public Tax Dollars to Fund Operations of a Private Entity (Sponsor: Mental Health Treatment Act Citizen's Advisory (Measure B) Committee)	Upon motion by Supervisor, seconded by Supervisor, IT IS ORDERED that County Counsel to review all questions raised in the City of Willits Resolution; and to Review Item #6 on Committee's List of Questions first before proceeding.	County Counsel	IN PROCESS		
D94	11/19/19	6A)	Discussion and Possible Action Including Direction for Health and Human Services to Author a Jobs for Homeless Initiative Plan with Supervisor Williams Targeted at Offering Employment Opportunities to Homeless Persons in Collaboration with Government Agencies and Private Industry; and Returning to Board of Supervisors for Approval - Sponsor: Supervisor Williams	Upon motion by Supervisor Williams, seconded by Supervisor Gjerde, IT IS ORDERED that the Board of Supervisors directs Health and Human Services to author a Jobs for Homeless Initiative plan with Supervisor Williams targeted at offering employment opportunities to homeless persons in collaboration with government agencies and private industry; and return to the Board of Supervisors for approval.	Health and Human Services Agency	IN PROCESS		
D95	11/19/19	5F)	Discussion And Possible Action Including Acceptance Of Presentation Regarding Emergency Medical Services (Ems) In Mendocino County, Including But Not Limited To Potential Local Emergency Medical Services Agency (Lemsa) Models - Sponsor: Health And Human Services Agency And Executive Office	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors accepts presentation regarding Emergency Medical Services in Mendocino County, including potential Local Emergency Medical Services Agency models; and directs staff to approach Sonoma County regarding a Joint Powers Agreement for EMS Services.	Health and Human Services Agency	IN PROCESS		
D84	11/12/19	6A)	Discussion and Possible Action Including Acceptance of Presentation from Zero Waste Mendo (Sponsors: Supervisor McCowen and Gjerde)	The Board of Supervisors accepts presentation from Zero Waste Mendo; and directs Executive Office to work with Zero Waste Mendo to prioritize auditing of the County Facilities and refers subject to Climate Action Advisory Council.	Executive Office	IN PROCESS	01/14/2020 - Waste audit scheduled for the week of January 27, 2020. 10/16/20 Waste audit was completed, draft report has been received. Pandemic and wildfires have kept effort on hold.	
D82	11/12/19	6C)	Discussion and Possible Action Including Direction to Staff to Develop a Cannabis Cultivation Amnesty Transition Pathway	The Board of Supervisors directs the Executive Office to convene a regional county forum to identify and address state barriers to successful permitting and explore economic development through regional cooperative models; directs the Cannabis Cultivation ad hoc to work with staff and stakeholders and report to the Board within 60 days with recommendations for streamlining the cultivation ordinance; directs staff to develop an equity program application that prioritizes capital assistance to legacy growers to address environmental and building compliance issues and directs Cannabis Cultivation Ad Hoc committee to work with staff and stakeholders to develop criteria and timing for re-opening the permitting process for legacy growers who did not come forward in phase 1 except in Sunset zones.	Planning & Building Services	IN PROCESS	Cultivation adhoc working with staff. Kickoff meeting held at 2019 CSAC Conference. 01/13/2020 - Next meeting in January 2020.	
D81	11/12/19	6D)	Discussion and Possible Action Including Direction to Staff to Author a Specification Document Outlining Document Digitalization Plan	The Board of Supervisors directs staff to author a specification document outlining document digitalization plan including equipment and personnel needs, tentative schedule, training, file naming convention, public access, redaction, redundant offsite storage and an associated cost analysis.	Executive Office	IN PROCESS	01/13/2020 - The Executive Office is meeting in mid January 2020 to kick start the discussions regarding County-wide digitization. October 2020: Further efforts are underway with Information Services and the Executive Office.	

Attachment 9

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates	
D95	11/5/19	5E)	Discussion and Possible Action including direction to staff regarding Board of Supervisors General Government Standing Committee referral of Adoption of any New Taxes in time for the March 2020 elections - Sponsor: Count Counsel and Government Committee	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs County Counsel to prepare an Ordinance to apply the Transient Occupancy Tax towards private campgrounds, with 75% revenue directed at local fire agencies, and 25% at the discretion of the Mendocino County Fire Chiefs Association recommendation annually on a general tax in unincorporated areas.	County Counsel	IN PROCESS		
D96	11/5/19	6D)	Discussion And Possible Action Including Direction To Staff To Establish Data Reporting And Charting Website - Sponsor: It Ad Hoc Committee: Supervisors Williams And Gjerde	Discussion and Possible Action including direction to staff to establish data reporting and charting website - Sponsor: IT and Ad Hoc Committee: Sponsor: IT Ad Hoc committee: Supervisor Williams and Gjerde.	Executive Office - Information Services	IN PROCESS	At the 12/17/19 BOS meeting, Supervisor Williams made mention of direction to staff from a previous meeting, with regard to directive posting stats. Here is the motion/direction he referenced from the 11-5-19 meeting in the town of Mendocino, item 6d): "Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs staff to continue collaboration with IT Ad Hoc Committee to establish a data reporting and charting website with automated publication of key data, taking requests from department heads, Supervisors and the Executive Office" 01/13/2020 - Supervisor Williams working with IS staff on potential solutions.	
D97	11/5/19	6B)	Discussion and Possible Action regrading recommendations of the Cannabis Economic Development AD Hoc Committee - Sponsor: Cannabis Economic Development Ad Hoc committee (Supervisor Gjerde, and Williams	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs staff to continue pursuing the opportunities presented by the Cannabis Economic Development Ad Hoc Committee, following strategic plan addendum provided by Mendocino Cannabis Alliance, with an added focus of facilitating collectives.	Planning & Building Services	IN PROCESS		
D75	10/1/19	5E)	Discussion And Possible Action Including Board Direction To Staff Regarding Potential Amendment To Chapter 18.23 Of The Mendocino County Code (Class K Ordinance), To Remove The Square Foot Maximum Restrictions For Limited Density Rural Dwellings - Sponsor: Planning & Building Services	IT IS ORDERED that the Board of Supervisors provides direction to staff regarding an amendment to Chapter 18.23 of the Mendocino County Code, more commonly known as the Class K Ordinance to remove the square foot maximum restriction for limited density rural dwellings with sprinklers	Planning & Building Services/County Counsel	IN PROCESS	01/14/2020 - Forecasted for the Board of Supervisors to consider in March.	
D99	9/17/19	6B)	Discussion and Possible Action Including Direction to the Chief Executive Officer and County Counsel to Determine Feasibility of Transitioning the Chief Probation Officer to Report to the Board of Supervisors - Sponsor: Supervisor Williams	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs County Counsel and the Chief Executive Officer to draft an Ordinance regarding transitioning the Chief Probation Officer to report the Board of Supervisors and bring back to the Board of Supervisors for approval	County Counsel	IN PROCESS		



Behavioral Health and Recovery Services (BHRS) Update September 2021

BHRS:

- All BHRS employees completed their mandatory annual HIPAA and Confidentiality Training. Health information related to mental health services and substance use disorder services are afforded a higher degree of confidentiality and must be protected against unauthorized uses or disclosures in accordance with the California Welfare and Institutions Code, CFR Part 2, Mental Health Law, and HIPAA.
- On August 23, 2021, in response to the COVID-19 pandemic crisis and at the request of Adventist Hospital, BHRS opened a crisis support site to house individuals awaiting transport to an out-of-area psychiatric facility. Redwood Community Services and Redwood Quality Management Services have stepped in to help with transporting individuals to an out-of-area psychiatric facility.

Mental Health Program:

- The Mental Health Services Act unit of Behavioral Health and Recovery Services recently submitted their 3-Year plan to the Behavioral Health Advisory Board. The 3-Year plan, 2020-2023, is now being presented for Public Comment. The 3-Year plan can be viewed on our website: <https://www.mendocinocounty.org/government/health-and-human-services-agency/mental-health-services/mental-health-services-act>, in person, through appointment, or an electronic copy can be emailed. Please contact Rena Ford for public comment or email copies of the 3-Year plan at FordRe@MendocinoCounty.org. Public comment can also be directed by mail to Behavioral Health and Recovery Services, Attn: Mental Health Services Act, 1120 S. Dora Street, Ukiah, CA 95482. The Public Comment Period ends on September 27, 2021, and members of the public are invited to attend the Behavioral Health Advisory Board Meeting to offer public comment on September 22, 2021, from 10:00 am to 12:00 pm, held remotely at the following link: <https://mendocinocounty.zoom.us/j/98557737710>. The next MHSA/QIC Forum is scheduled for October 13, 2021, from 3:00 pm – 5:00 pm held remotely at the following link: <https://mendocinocounty.zoom.us/j/89651491337>. We look forward to hearing from you!
- The transition of public conservator duties continues; facility and partnering agency notification letters have been sent, and staff are busy smoothing out all the internal processes.

Measure B:

- **Crisis Residential Treatment** - Progress continues with the construction of the building. Interior finishing, including cabinets, trim, fixtures, blinds, and touch-up paint are the current activities. The scheduled completion date is November 30, 2021 (see photo on page 2).
- **Mobile Crisis Response Team** - One Mental Health Rehabilitation Specialist has been hired, trained, and responds to crises in partnership with Mendocino County Sheriff's Office. One new Mental Health Rehabilitation Specialist is being transferred to the team, and the Sheriff's Office and BHRS are working together on innovative ways to recruit additional staff.
- **Community Education Awareness Project** - The contract with the National Alliance on Mental Illness (NAMI) Mendocino was approved by the Board of Supervisors on August 31, 2021. NAMI Mendocino will begin the work to reduce stigma and discrimination, reduce reluctance to seek help or treatment, increase engagement, advocacy, and leadership skills and conduct a public education campaign.
- **Behavioral Health Regional Training Center** - There are still a few minor items left to finalize. Staff are ironing out the training facility reservation process.



Behavioral Health and Recovery Services (BHRS) Update Page 2

Substance Use Disorder Treatment (SUDT):

- A new counselor has been hired and is undergoing training in the Ukiah office.
- SUDTs adolescent treatment programs are facilitating weekly groups at Juvenile hall and are preparing to have school-based prevention, intervention, and counseling at the Mendocino Office of Education's New Beginnings site.

Grants:

- Millions of federal dollars for mental health and substance use disorder services have been earmarked in our state, and we are busy applying for grants that fit our specific needs, including everything from mental health awareness campaigns to mobile crisis teams and improved technology.

Recent Grants Applied for:

- California Department of Health Care Services – Crisis Care Mobile Units Program (CCMU)

Meetings of Interest and Educational Opportunities:

MHSA Forum/QIC Meeting: Wednesday, October 13, 2021, 3:00 – 5:00 PM via Zoom:
<https://mendocinocounty.zoom.us/j/89651491337>.



The Crisis Residential Treatment Facility will provide a less restrictive but structured program as an alternative to hospitalization for individuals experiencing an acute psychiatric episode or crises who require 24-hour support to return to community living.



Mendocino County Board of Supervisors Agenda Summary

Item #: 5i)

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.

Supplemental Information Available Online At:

<https://www.mendocinocounty.org/government/executive-office/legislative-program>

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Withdrawn

Date: SEPTEMBER 16, 2021





September 13th 2021

Re: BOS meeting 9-14-2021 Agenda Item 5i

Dear Honorable Supervisors,

The Covelo Cannabis Advocacy Group (CCAG) met with the Cannabis Program Manager several months ago to discuss the legislative platform for 2021/2022.

We would like to express great desire to see lobbying efforts for California Building Code reform as it relates to processing for the cannabis industry. As it currently stands, cultivators wishing to process their own cannabis onsite must obtain an F1-Occupancy for the structure, which would include ADA compliant infrastructure, parking lot etc. This policy does not make any sense for cottage industry cultivators that have zero employees.

The State needs to hear from Mendocino County about the importance of creating a new Building Code section for cannabis processing. The term "processing" in the eyes of most emerald triangle operators is the use of hand scissors (typically fiskars or chikamasa tools), a trim tray to collect trimmings and a bucket/storage container to place finished trimmed material. In addition, a table, comfortable chair and lamp is all that is needed to conduct this processing activity. If a seamstress wants to cut fabric and sew garments on a sewing machine in their home and sell clothing online, they do not need to obtain an F1 occupancy structure. Cutting and serging fabric, using an iron and sewing clothing seems far more dangerous than trimming flowers in a room.

CCAG has been advocating for over 4 years to see legislative reform at both the local and State level. We urge the BOS to please prioritize this item in the upcoming legislative platform. It's a huge stopping block for many operators that would like to process their own cannabis material onsite in small structures. By not having flexibility with this building code regulation, it forces cultivators to outsource processing activities which is a large expense that some cottage and specialty cottage operators are unable to afford.

We are providing an image of what hand trimming looks like for context:



Thank you for the consideration of this important recommendation.

Respectfully,

Monique Ramirez

Monique Ramirez
For the Covelo Cannabis Advocacy Group

BOS,

I align with and agree with the recommendations in the memos from Covelo Cannabis Advocacy Group.
Please read them again.

Thank you,
Marnie Birger



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

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: No Action Taken

Date: **SEPTEMBER 14, 2021**





Mendocino County Board of Supervisors Agenda Summary

Item #: 9a)

To: Board of Supervisors

From: Human Resources

Meeting Date: September 14, 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

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Direction Given to Staff

Date: **SEPTEMBER 14, 2021**





Mendocino County Board of Supervisors Agenda Summary

Item #: 9b)

To: Board of Supervisors

From: Executive Office

Meeting Date: September 14, 2021

Item Type: Closed Session

Time Allocated for Item: 15 min

Agenda Title:

Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator - Property: APN 002-080-39; Physical Address - 195 Low Gap Road, Ukiah CA 95482. Agency Negotiators: Carmel J. Angelo, Janelle Rau, and Darcie Antle. Under negotiation: Property Acquisition, Price and Terms

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Direction Given to Staff

Date: **SEPTEMBER 14, 2021**





Mendocino County Board of Supervisors Agenda Summary

Item #: 9c)

To: Board of Supervisors

From: Executive Office

Meeting Date: September 14, 2021

Item Type: Closed Session

Time Allocated for Item: 15 min

Agenda Title:

Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator- Property: APN 003-130-46 and Physical Address: 1101 S. Dora Street, Ukiah, CA. Agency Negotiators: Carmel J. Angelo, Janelle Rau, Darcie Antle, Izen Locatelli, and Bekkie Emery. Under Negotiation: Property Acquisition, Price and Terms

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Direction Given to Staff

Date: SEPTEMBER 14, 2021





Mendocino County Board of Supervisors Agenda Summary

Item #: 9d)

To: Board of Supervisors

From: County Counsel

Meeting Date: September 14, 2021

Item Type: Closed Session

Time Allocated for Item: 30 min.

Agenda Title:

Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation:
One Case - Mendocino County Sheriff Matthew Kendall v. Mendocino County Board of Supervisors - Case No.
21-cv00561

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Withdrawn

Date: **SEPTEMBER 16, 2021**





Mendocino County Board of Supervisors Agenda Summary

Item #: 9e)

To: Board of Supervisors

From: Human Resources

Meeting Date: September 14, 2021

Item Type: Closed Session

Time Allocated for Item: 15 min.

Agenda Title:

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Behavioral Health Director

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: **SEPTEMBER 14, 2021**

Final Status: Direction Given to Staff





Mendocino County Board of Supervisors Agenda Summary

Item #: 4a)

To: Board of Supervisors

From: Executive Office

Meeting Date: September 14, 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 Minutes of August 31, 2021 Regular Meeting

Recommended Action/Motion:

Approve minutes of the August 31, 2021 regular meeting.

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Approved

Date: SEPTEMBER 15, 2021



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



CARMEL J. ANGELO
Chief Executive Officer/
Clerk of the Board

CHRISTIAN M. CURTIS
County Counsel

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

MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – August 31, 2021

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

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

Present: Supervisor Glenn McGourty, Supervisor Maureen Mulheren, Supervisor John Haschak, Supervisor Dan Gjerde, and Supervisor Ted Williams. Chair Gjerde presiding.

Staff Present: Carmel J. Angelo, Chief Executive Officer; Darcie Antle, Assistant Chief Executive Officer; Christian M. Curtis, County Counsel; Atlas M.A. Pearson, Deputy Clerk of the Board; Deena Gera, Deputy Clerk of the Board; and Lindsey Daugherty, Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Supervisor Haschak.

AGENDA ITEM NO. 3 – PUBLIC EXPRESSION

Presenter/s: Beth Pine; and Katrina Bartolomie.

AGENDA ITEM NO. 4 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair Gjerde.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that Consent Calendar items 4a) – 4m) are hereby approved as follows. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Abstain: 0 – None

4A) APPROVAL OF MINUTES OF AUGUST 17, 2021 REGULAR MEETING

Approved;

4B) APPROVAL OF MINUTES OF AUGUST 24, 2021 SPECIAL MEETING

Approved;

4C) ADOPTION OF RESOLUTION PURSUANT TO CALTRANS/CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAYS IN ORDER TO OBTAIN A PERMIT FROM CALTRANS FOR THE CALIFORNIA INDIAN DAYS PARADE IN COVELO, CALIFORNIA, ON SATURDAY, SEPTEMBER 25, 2021 – SPONSOR: SUPERVISOR HASCHAK

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-124

RESOLUTION NO. 21-124

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUESTING THAT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT ITS PERMISSION FOR THE CALIFORNIA INDIAN DAYS PARADE IN COVELO, CALIFORNIA, PURSUANT TO THE DEPARTMENT OF TRANSPORTATION AND CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAY RIGHTS-OF-WAYS

4D) AUTHORIZATION OF ALLOCATION OF FOUR THOUSAND DOLLARS (\$4,000) TO THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY TO CONDUCT GROUNDWATER ELEVATION MONITORING IN FALL 2021 TO ANALYZE THE IMPACTS OF THE CURRENT DROUGHT EMERGENCY ON GROUNDWATER ELEVATION IN THE UKIAH VALLEY BASIN (UKIAH AREA) - SPONSORS: WATER AGENCY AND SUPERVISOR MCGOURTY

Approved;

4E) APPROVAL OF AGREEMENT WITH TRITEK FOR \$295,482.65 FOR THE PURCHASE OF A TRITEK "CORRECT ELECT" VOTE BY MAIL SORTER AND ADDITION TO THE COUNTY FIXED ASSET LIST – SPONSOR: ASSESSOR/CLERK-RECORDER

Approved and Chair is authorized to sign same;

Enactment No: Interim Agreement *21-157

4F) ADOPTION OF RESOLUTION APPROVING RETROACTIVE PERFORMANCE AGREEMENT NO. 21-10093 WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES IN THE AMOUNT OF \$0 FOR THE COUNTY TO PROVIDE AND ARRANGE FOR SPECIALTY MENTAL HEALTH SERVICES AND SUBSTANCE ABUSE BLOCK GRANT SERVICES, EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024 - SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-125; Interim Agreement *21-158

RESOLUTION NO. 21-125

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS TO AUTHORIZE MENDOCINO COUNTY BEHAVIORAL HEALTH DIRECTOR TO SIGN THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES AGREEMENT NUMBER 21-10093 (MENTAL HEALTH PLAN SERVICES PERFORMANCE AGREEMENT) AND ALLOW THE BEHAVIORAL HEALTH DIRECTOR TO SIGN ANY FUTURE AMENDMENTS OR RENEWALS THAT DO NOT EXCEED THE MAXIMUM AMOUNT ASSOCIATED WITH THE AGREEMENT

4G) APPROVAL OF AGREEMENT WITH NATIONAL ALLIANCE ON MENTAL ILLNESS MENDOCINO IN THE AMOUNT OF \$700,000 TO WORK WITH THE COMMUNITY, INCLUDING LAW ENFORCEMENT, PHYSICIANS, COMMUNITY LEADERS, AND COMMUNITY MEMBERS, TO REDUCE MENTAL HEALTH DISCRIMINATION THROUGH ADVOCACY, EDUCATION, AND OUTREACH EFFORTS TO CHANGE PUBLIC PERCEPTION AND STIGMA ASSOCIATED WITH MENTAL ILLNESS AND FURTHER TO HELP ENCOURAGE AND NORMALIZE HELP-SEEKING BEHAVIOR RELATED TO MENTAL HEALTH, EFFECTIVE SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2023 - SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-159

4H) ADOPTION OF RESOLUTION ADOPTING THE CLASSIFICATION AND ESTABLISHING THE SALARY OF CANNABIS PROGRAM DIRECTOR, SALARY NO. 5244, AND AMENDING POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 2810 - ADD 1.0 FTE CANNABIS PROGRAM DIRECTOR - SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-126

RESOLUTION NO. 21-126

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

4I) APPROVAL OF RETROACTIVE AGREEMENT WITH DATATUDE, INC. IN THE AMOUNT OF \$30,256 FOR SUBSCRIPTION TO DATABASE AND RELATED SERVICES TO HELP IMPLEMENT, TRACK AND PERFORM QUALITY ASSURANCE/QUALITY IMPROVEMENT AND MEET REQUIREMENTS FOR HEALTHY FAMILIES AMERICA ACCREDITATION FOR PUBLIC HEALTH, MATERNAL, CHILD, AND ADOLESCENT HEALTH PROGRAM, EFFECTIVE AUGUST 1, 2020 THROUGH JUNE 30, 2023 - SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-160

4J) RATIFICATION OF SUBMISSION OF GRANT APPLICATION AND APPROVAL OF RETROACTIVE REVENUE AGREEMENT WITH NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICERS IN THE AMOUNT OF \$35,000 FOR BUILDING RURAL WORKFORCE CAPACITY TRAINING AND TECHNICAL ASSISTANCE, EFFECTIVE FEBRUARY 5, 2021 THROUGH JULY 31, 2021 - SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-161

4K) APPROVAL OF RETROACTIVE PURCHASE OF TWO UNITS OF LIFESIZE ICON 600 VIDEOCONFERENCING EQUIPMENT FOR THE MENDOCINO COUNTY JAIL IN THE AMOUNT OF \$20,768.47; AND ADDITION OF THE ITEM TO THE COUNTY LIST OF FIXED ASSETS - SPONSOR: SHERIFF-CORONER

Approved;

4L) APPROVAL OF RETROACTIVE AGREEMENT WITH REDWOOD COMMUNITY SERVICES, INC. IN THE AMOUNT OF \$240,144, TO PROVIDE EMERGENCY SUPPORT SERVICES FOR CHILDREN DETAINED BY FAMILY AND CHILDREN'S SERVICES, EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-162

4M) ACCEPTANCE OF THE MENDOCINO COUNTY ANNUAL INVESTMENT REPORT, INCLUDING REPORT OF POOLED INVESTMENTS AT JUNE 30, 2021 – SPONSOR: TREASURER-TAX COLLECTOR

Approved;

5A) DR. ANDREW COREN, PUBLIC HEALTH OFFICER; AND DR. JENINE MILLER, DIRECTOR, BEHAVIORAL HEALTH AND RECOVERY SERVICES – SPONSOR: PUBLIC HEALTH

Presenter/s: Dr. Andrew Coren, Public Health Officer; and Dr. Jenine Miller, Director, Behavioral Health and Recovery Services.

Public Comment: None.

Board Action: No Action Taken.

6A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF UPDATE FROM THE DROUGHT TASK FORCE AD HOC COMMITTEE – SPONSOR: DROUGHT TASK FORCE AD HOC COMMITTEE OF SUPERVISORS HASCHAK AND MCGOURTY

Presenter/s: Supervisor McGourty; Supervisor Haschak; Josh Metz, Consultant; Darcie Antle, Assistant Chief Executive Officer; Howard Dashiell, Director, Department of Transportation; Janelle Rau, Director, General Services Agency; Carmel J. Angelo, Chief Executive Officer; and Sara Pierce, Principal Analyst.

Public Comment: Samir Tuma.

Board Directive: GENERAL CONSENSUS OF THE BOARD to Direct staff to return with an analysis regarding the amount of Transient Occupancy Tax funds received annually, where the funds came from, and how the funds were used in the last 10 years.

THIS ITEM WAS DIRECTED TO RETURN IN THE AFTERNOON, IN ORDER TO ALLOW STAFF TO COMPILE DATA REQUESTED BY THE BOARD OF SUPERVISORS

BOARD RECESS: 10:36 A.M. – 10:48 A.M.

6B) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF TO DRAFT AN URGENCY ORDINANCE REGARDING THE PROHIBITION OF WATER HAULING FROM ONE SOURCE TO ANOTHER EXCEPT FOR HEALTH AND HUMAN SAFETY OR PERMITTED BUSINESSES – SPONSOR: THE DROUGHT TASK FORCE AD HOC COMMITTEE OF SUPERVISORS MCGOURTY AND HASCHAK

Presenter/s: Supervisor Haschak; and Supervisor McGourty; John Burkes, Code Enforcement Officer; Sheriff Matt Kendall; and Christian M. Curtis, County Counsel.

Public Comment: Jim Shields.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs the Drought Ad hoc to continue working with County Counsel, Law Enforcement, and Code Enforcement to draft an Urgency Ordinance to deal with hours of operation for water hauling, driver logs, and to explore options regarding hybrid well regulation in this time of Drought Emergency. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

5B) DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL OF MUTUAL AID AGREEMENT PROVIDING FOR EMERGENCY ASSISTANCE AMONG THE COUNTY OF MENDOCINO, CITY OF UKIAH, CITY OF FORT BRAGG AND OTHER SIGNATORY CITIES OR SPECIAL DISTRICTS (COUNTY WIDE) – SPONSOR: WATER AGENCY

Presenter/s: Howard Dashiell, Director, Department of Transportation; Matthew Kiedrowski, Deputy County Counsel; and Janelle Rau, Director, General Services Agency.

Public Comment: Samir Tuma; John Dixon; and Jason Finier.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors approves Mutual Aid Agreement providing for emergency assistance among the County of Mendocino, City of Ukiah, City of Fort Bragg and other signatory Cities or Special Districts (County Wide); and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

BOARD RECESS: 11:46 A.M. – 12:00 P.M.

ADJOURNED TO CLOSED SESSION: 12:00 P.M

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 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - PROPERTY: APN 002-080-39; PHYSICAL ADDRESS - 195 LOW GAP ROAD, UKIAH CA 95482. AGENCY NEGOTIATORS: CARMEL J. ANGELO, JANELLE RAU, AND DARCI ANTE. UNDER NEGOTIATION: PROPERTY ACQUISITION, PRICE AND TERMS**

9C) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - MENDOCINO COUNTY SHERIFF MATTHEW KENDALL V. MENDOCINO COUNTY BOARD OF SUPERVISORS - CASE NO. 21-CV00561

9D) 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

9E) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - HARINDER GREWAL V. MENDOCINO COUNTY - CASE NO. SCUK-CVPO-2020-73798

RECONVENED IN OPEN SESSION: 1:47 P.M.

AGENDA ITEM NO. 9 – REPORT OUT OF CLOSED SESSION

Presenter: Chair Gjerde.

Board Action: With respect to Agenda Item 9a) and 9c), the items were withdrawn. With respect to Agenda Items 9b), 9d) and 9e), direction was given to staff.

RETURNED TO ITEM 6A

6A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF UPDATE FROM THE DROUGHT TASK FORCE AD HOC COMMITTEE – SPONSOR: DROUGHT TASK FORCE AD HOC COMMITTEE OF SUPERVISORS HASCHAK AND MCGOURTY

Presenter/s: Supervisor McGourty; Supervisor Haschak; Josh Metz, Consultant; Darcie Antle, Assistant Chief Executive Officer; Howard Dashiell, Director, Department of Transportation; Janelle Rau, Director, General Services Agency; Carmel J. Angelo, Chief Executive Officer; and Sara Pierce, Principal Analyst.

Public Comment: Samir Tuma.

Board Action: Upon motion by Supervisor McGourty, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors Subsidize Commercial water at 80 percent of haul cost and residential water at 100 percent of haul cost, and direct staff to return with an update on September 14th, 2021. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

5C) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF THE PRESENTATION OF THE INTRODUCTION OF THE MENDOCINO COUNTY PARKS NEEDS ASSESSMENT PHASE II BY BLUE POINT PLANNING AND PROVIDE DIRECTION TO CONSULTANT FOR COMPLETION OF ASSESSMENT – SPONSOR: GENERAL SERVICES AGENCY

Presenter/s: Janelle Rau, Director, General Services Agency; Mindy Craig, Blue Point Planning; Gail Donaldson, Gates and Associates; and Christian M. Curtis, County Counsel.

Public Comment: None.

Board Directive: CREATION OF AN AD HOC COMMITTEE consisting of Supervisors Mulheren and McGourty to work with staff regarding the Parks Needs Assessment and to return to the Board at a later date with parks management options.

6C) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF TO TAKE APPROPRIATE STEPS TO TRANSFER ANIMAL CONTROL SERVICES FROM THE SHERIFF'S OFFICE TO ANIMAL CARE – SPONSOR: SUPERVISOR HASCHAK

Presenter/s: Supervisor Haschak; Darren Brewster, Undersheriff; and Rich Molinari, Director, Animal Care.

Public Comment: None.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors directs staff to take appropriate steps including hiring, transfer of assets and responsibilities, and development of policies and procedures for the transition of Animal Control Services currently under the Sheriff's Office to Animal Care. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

6D) DISCUSSION AND POSSIBLE ACTION STATING THE BOARD'S INTENT TO ADDRESS GOVERNMENT CODE SECTION 29121 THROUGH THE BUDGET PROCESS AND MITIGATE UNNECESSARY CONCERN THAT IMPEDES A DEPARTMENT HEAD, APPOINTED OR ELECTED OFFICIAL'S ABILITY TO PERFORM THEIR DUTIES – SPONSOR: SUPERVISOR MULHEREN

Presenter/s: Supervisor Mulheren; and Christian M. Curtis, County Counsel.

Public Comment: None.

Board Directive: GENERAL CONSENSUS OF THE BOARD to direct the Chief Executive Officer to include a monthly report from the finance team within the CEO Report.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors provides direction to Department Heads and Elected Officials that it is not and has not been the policy of the Mendocino County Board of Supervisors to hold officials personally liable for budget overages that result from duly authorized expenditures, variations between actual and projected revenue, and other issues routinely addressed through quarterly budget adjustments. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

5D) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION APPOINTING ASSISTANT AUDITOR-CONTROLLER CHAMISE CUBBISON AS MENDOCINO COUNTY AUDITOR-CONTROLLER TO FILL THE UNEXPIRED TERM OF OFFICE PURSUANT TO CALIFORNIA GOVERNMENT CODE §25304 AND RESOLUTIONS 17-189 – SPONSOR: AUDITOR-CONTROLLER

Presenter/s: Lloyd Weer, Auditor-Controller; Chamise Cubbison, Assistant Auditor-Controller; Carmel J. Angelo, Chief Executive Officer; Christian M. Curtis, County Counsel; and William Schurtz, Director, Human Resources.

Public Comment: David Eyster, District Attorney.

Board Directive: GENERAL CONSENSUS OF THE BOARD to direct the Executive Office to work with the Auditors office to ensure adequate staffing, as needed; and for the Strategic Plan Ad Hoc to work with staff and bring back an item discussing the possibilities regarding the Auditor form of governance vs a Chief Financial Officer form of governance.

Board Action: No Action Taken.

BOARD RECESS: 4:15 P.M. – 4:27 P.M.

5F) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION THAT HUMAN RESOURCES SUBMIT A RESOLUTION FOR ADOPTION BY THE BOARD AMENDING THE POSITION ALLOCATION TABLE AS DIRECTED – SPONSOR: HUMAN RESOURCES

Presenter/s: William Schurtz, Director, Human Resources; Christian M. Curtis, County Counsel; Matthew Kendall, Sheriff; and Darren Brewster, Undersheriff.

Public Comment: None.

Board Action: No Action Taken.

5G) DISCUSSION AND POSSIBLE ACTION REGARDING PRESENTATION TO THE BOARD OF SUPERVISORS FROM BEHAVIORAL HEALTH AND RECOVERY SERVICES TO ALLOCATE AND APPROVE FUNDING IN AN AMOUNT UP TO FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000) FOR MENTAL HEALTH TRANSPORTATION AND ALTERNATE SITE COVID-19 PANDEMIC SUPPORT SERVICES – SPONSOR: BEHAVIORAL HEALTH

Presenter/s: Dr. Jenine Miller, Director, Behavioral Health and Recovery Services; and Darcie Antle, Assistant Chief Executive Officer.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors accepts presentation, allocate and approve funding for Behavioral Health and Recovery Services in an amount up to Five Hundred Fifty Thousand Dollars (\$550,000) for Mental Health Transportation and Alternate Site COVID-19 Pandemic Support Services. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

5H) DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF FUNDING REQUEST FOR UP TO \$1,000,000 FOR ADDITIONAL MENTAL HEALTH CRISIS RESPONDERS TO RESPOND TO MENTAL HEALTH CRISIS CALLS FOR SERVICES; AND POSSIBLE RECOMMENDATION OF THE APPROPRIATE BUDGET UNIT AND LINE ITEM THAT FUNDS WILL BE RECEIVED FROM IF REQUEST IS APPROVED – SPONSOR: BEHAVIORAL HEALTH

Presenter/s: Dr. Jenine Miller, Director, Behavioral Health and Recovery Services; and Matthew Kendall, Sheriff.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor McGourty, IT IS ORDERED that the Board of Supervisors allocates and approves funding request for up to \$1,000,000 for additional mental health crisis responders to respond to mental health crisis calls for services; recommend the appropriate budget unit and line item that funds will be received from if request is approved; and request that the Sheriff declare a local emergency in regards to low staffing levels resulting from the ongoing Covid-19 pandemic and send a request for mutual aid. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

~~5I) CHIEF EXECUTIVE OFFICER'S REPORT – SPONSOR: EXECUTIVE OFFICE~~

Withdrawn.

~~5J) DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM – SPONSOR: EXECUTIVE OFFICE~~

Withdrawn.

~~5E) DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL OF EXTRA HELP APPOINTMENT OF LLOYD WEER TO FULFILL CRITICALLY NEEDED DUTIES AFTER HIS RETIREMENT, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 7522.56 – SPONSOR: AUDITOR-CONTROLLER/GRICULTURE~~

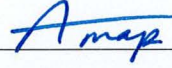
Withdrawn.

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



DAN GJERDE, Chair

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



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

- Effective March 1, 2009, Board of Supervisors minutes will be produced in “action only” format. As an alternative service, public access to recorded Board proceedings will be available on the Board of Supervisors’ website in indexed audio format
- LIVE WEB STREAMING OF BOARD MEETINGS is now available via the County’s YouTube Channel. If technical assistance is needed, please contact The Mendocino County Executive Office at (707) 463-4441.
- Minutes are considered draft until adopted/approved by the Board of Supervisors
- The Board of Supervisors’ action minutes are also posted on the County of Mendocino website at: www.mendocinocounty.org/government/board-of-supervisors
- To request an official record of a meeting of the Mendocino County Board of Supervisors, please contact the Executive Office at (707) 463-4441
- Please reference the departmental website to obtain additional resource information for the Board of Supervisors and Clerk of the Board: www.mendocinocounty.org/government/board-of-supervisors

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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4b)

To: Board of Supervisors

From: Cannabis Program and Supervisor Williams

Meeting Date: September 14, 2021

Department Contact: Kristin Nevedal
Department Contact: Supervisor Williams

Phone: 234-6680
Phone: 234-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement Amendment with Paula E. Groves, Doing Business as 4Front Partners, to Continue Assisting the County with the Implementation of the Local Equity Entrepreneur Program (LEEP) in the Amount of \$211,565, with a New Term End Date of February 28, 2022
(Sponsors: Supervisor Williams and Cannabis Program)

Recommended Action/Motion:

Approve Agreement Amendment with Paula E. Groves, doing business as 4Front Partners, to continue assisting the County with the implementation of the Local Equity Entrepreneur Program (LEEP) in the amount of \$211,565, with a new term end date of February 28, 2022; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On October 13, 2020 the County of Mendocino Board of Supervisors approved the Local Equity Entrepreneur Program (LEEP) and authorized the Chief Executive Officer to execute the Grant Agreement, including the contract for Administrative Services.

Summary of Request:

When initially implemented, the Local Equity Grant Program was required to allocate the LEEP grant funds by the end of August 2021. As such, the Administrative Services Vendor contract was executed with an expiration date of August 31, 2021. Due to the COVID pandemic, GO-Biz granted the County additional time to allocate the grant funding. The extension requires the County to allocate the grant funding by February 28, 2022. Staff would like direction to extend the Administrative Services Vendor contract, held by Paula E. Groves dba 4Front Partners, though February 28, 2022. Because this request is coming before the board after the contract's expiration date, staff is also requesting that the extended contract be back dated, to ensure there is no lapse in payment to the vendor, nor in Administrative Services provided by the vendor.

Alternative Action/Motion:

Do not approve and provide direction to staff.

How Does This Item Support the General Plan? N/A

Supervisory District: All

Item #: 4b)

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: GO-Biz Equity Grant Program,
administrative services allocation

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: Judy Morris, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status: **Approved**

Executed Item Type: **Agreement** **Number:** 21
-164

Note to Department Number of Original Agreements
Returned to Dept: 0 Original Agreement Delivered to Auditor?
No



**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 20-157**

This Amendment to BOS Agreement No. 20-157 is entered into this 14TH day of Sept., 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Paula E. Groves dba 4Front Partners**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 20-157 was entered into on November 17, 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in original BOS Agreement No. 20-157, from August 31, 2021 to February 28, 2022; and

WHEREAS, CONTRACTOR will continue to provide Cannabis Equity Grant Administrative Services.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in original BOS Agreement No. 20-157 will be extended from August 31, 2021 to February 28, 2022.

All other terms and conditions of BOS Agreement No. 20-157 shall remain in full force and effect.

IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:

By: Knevedal
DEPARTMENT HEAD

Date: September 8, 2021

Budgeted: ☒ Yes ☐ No

Budget Unit: WO (0497)

Line Item: 86-2189

Grant: ☒ Yes ☐ No

Grant No.: CEG-2020-21

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS **SEP 15 2021**

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy **SEP 15 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 **SEP 15 2021**

INSURANCE REVIEW:

By: Carmel J. Angelo **09/08/2021**
Risk Management

CONTRACTOR/COMPANY NAME:

By: Paula E Groves
Paula E. Groves

Date: September 8, 2021

NAME AND ADDRESS OF CONTRACTOR:

Paula E. Groves dba 4Front Partners
6557 Ascot Dr.
Oakland, CA 94611

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Antle **09/08/2021**
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 ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Paula E. Groves dba 4Front Partners, 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 Cannabis Equity Grant Administrative Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through August 31, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed two hundred and eleven thousand five hundred sixty five dollars (\$211,565.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

BLO 10/30/2020
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: WO (0497)

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: CEG-2020-21

CONTRACTOR/COMPANY NAME

By: Paula E Groves

Date: 30 OCT 2020

NAME AND ADDRESS OF CONTRACTOR:

Paula E Groves a.k.a. 4Front Partners LLC dba
Elevate Impact

6557 Ascot Dr

Oakland, CA 94611

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: NOV 17 2020

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Smiley Daugherty
Deputy NOV 17 2020

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

CARMEL J. ANGELO, Clerk of said Board

By: Smiley Daugherty
Deputy NOV 17 2020

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 10/30/2020

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

10/29/2020

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: SE Oii
Deputy CEO

10/29/2020

Date: _____

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

Matthew Kiedrowski

10/30/2020

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Planning & Building Services
860 N Bush St.
Ukiah, CA 95482
Attn: Brent Schultz, Director

To CONTRACTOR: Elevate Impact
6557 Ascot Dr.,
Oakland, CA 94611
ATTN: Paula E. Groves

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 Cannabis Equity Grant Administrative Services shall not exceed \$211,565 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]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

1. **Equity Grant Program Development: November 2020 – January 2021**
Collaborating with County of Mendocino staff on to the design of a grant program to maximize its effectiveness including:
 - a. Project Coordination Meetings
 - i. Determine documentation for equity eligibility application
 - ii. Determining required documentation for equity grant application
 - iii. Finalizing grant applications and determining how the application will be assessed
 - iv. Create Standard Policies and Procedures for Grant Administration for County approval.
 - v. Work with County of Mendocino legal department to finalize the grant agreements that will be signed by the County of Mendocino and the individual grantees as part of grant disbursement
 - b. Create customized County of Mendocino website describing the Equity Grant Program including the on-line equity grant application portal.
 - c. Developing outreach workshop to inform entrepreneurs about the grant program and application process.
2. **Grantee Education: December 2020 – August 2021**
Educating grant applicants regarding qualifications, documentation requirements, program policies and responsibilities.
 - a. Create How To/ FAQs for Applications or other Educational Materials for Website
 - b. Conduct Outreach Webinar/Workshop for grants program eligibility and grant program applications
 - c. Technical support for website, application portal, and or questions
3. **Eligibility and Grant Application Review: December 2020- August 2021**
Evaluating eligibility applications and grant applications from equity applicants
 - a. Eligibility Applications and Grant Services Applications are reviewed and or rated based on approved criteria by the County
 - b. Grant Awards determined based on set criteria established and approved in Task 1.
4. **Grant Disbursement: February 2021 – August 2021**
Working with County of Mendocino staff review and sign grant agreements, collect appropriate signatures and disburse grant funding

5. **Post Grant Technical Assistance: March-August 2021**

For the term of the grant, meeting with grantees to review financial statements, budget to actual comparisons, achievement of operational metrics, marketing plans, cash burn and expenditures, change in ownership, business closing, and other agreed upon metrics.

6. **Tracking Use of Grant Funds and Outcomes: December 2020 – August 2021**

For the term of the Equity grant, documenting grantee's use of grant funds for compliance and reporting purposes. In addition, collecting information including increase in revenue, increase in jobs, taxes paid, grant recipient race and gender data, and other agreed upon metrics.

- a. Assist County with generating reports on State required metrics of fund disbursement and demographic information to include in State quarterly and annual reports.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

CONTRACTOR shall submit invoices detailing dates and services provided on a monthly basis according to the charts provided below. No other fees or compensation will be made payable by this contract. Complete invoices shall be processed for payment within 30 days of the received date by COUNTY.

TASK 1:	EQUITY GRANT PROGRAM DEVELOPMENT		NOVEMBER 2020 – JANUARY 2021	
Title		Hourly Rate	Estimated Hours	Amount
Program Manager		\$160.00	125	\$20,000.00
Legal Counsel		\$160.00	10	\$1,600.00
Web Developer		\$160.00	165	\$26,400.00
Total:			300	\$48,000.00

TASK 2:	GRANTEE EDUCATION		DECEMBER 2020 – MARCH 2021	
Title		Hourly Rate	Estimated Hours	Amount
Program Manager		\$160.00	75	\$12,000.00
Total:			75	\$12,000.00

TASK 3:	GRANT APPLICATION REVIEW		DECEMBER 2020 – MARCH 2021	
Title		Hourly Rate	Estimated Hours	Amount
Application Reviewer 1		\$160.00	100	\$16,000.00
Application Reviewer 2		\$160.00	100	\$16,000.00
Application Reviewer 3		\$160.00	100	\$16,000.00
Application Reviewer 4		\$160.00	100	\$16,000.00
Total:			400	\$64,000.00

TASK 4:	GRANT DISBURSEMENT		FEBRUARY 2021 – JUNE 2021	
Title		Hourly Rate	Estimated Hours	Amount
Program Manager		\$160.00	247	\$39,520.00
Total:			247	39,520.00

TASK 5:	POST GRANT TECHNICAL ASSISTANCE	MARCH 2021 – AUGUST 2021		
Title		Hourly Rate	Estimated Hours	Amount
Program Manager		\$160.00	100	\$16,000.00
Total:			100	\$16,000.00

TASK 6: TRACKING USE OF GRANT FUNDS AND OUTCOMES		DECEMBER 2020 – AUGUST 2021	
Title	Hourly Rate	Estimated Hours	Amount
Program Manager	\$160.00	200	\$32,000.00
Total:		200	\$32,000.00

TOTALS		
Task	Estimated Hours	Amount
1	300	\$48,000.00
2	75	\$12,000.00
3	400	\$64,000.00
4	247	\$39,520.00
5	100	\$16,000.00
6	200	\$32,000.00
	1,325	\$211,520.00

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact 707-234-6860.

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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4c)

To: Board of Supervisors

From: Supervisor Mulheren

Meeting Date: September 14, 2021

Department Contact: Supervisor Mulheren

Phone: 707-463-4221

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Proclamation Recognizing September 15 through October 15, 2021 as Latino Heritage Month in Mendocino County
(Sponsor: Supervisor Mulheren)

Recommended Action/Motion:

Adopt proclamation recognizing September 15 through October 15, 2021 as Latino Heritage Month in Mendocino County; and authorize Chair to sign same

Previous Board/Board Committee Actions:

The Board of Supervisors regularly adopts proclamations recognizing important milestones and individual achievements

Summary of Request:

The Board is requested to adopt the attached proclamation recognizing September 15 through October 15, 2020 as Latino Heritage Month and honor our community members in Mendocino County.

Alternative Action/Motion:

Do not adopt Proclamation

How Does This Item Support the General Plan? 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

annual recurring cost: N/A

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Item #: 4c)

budget clarification: N/A

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

CEO Liaison: Judy Morris, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Adopted

Date: September 15, 2021



PROCLAMATION
OF THE
MENDOCINO COUNTY BOARD OF SUPERVISORS
RECOGNIZING SEPTEMBER 15 THROUGH OCTOBER 15, 2021
AS LATINO HERITAGE MONTH IN MENDOCINO COUNTY

WHEREAS, Hispanic Heritage Week was first celebrated nationally in 1968 under President Lyndon B. Johnson and subsequently expanded to Latino Heritage Month from September 15 through October 15 under President Ronald Regan; and

WHEREAS, each successive President has continued this tradition calling upon the people of our nation to observe Latino Heritage Month with appropriate respect, ceremonies, and activities honoring the contributions of Latinos; and

WHEREAS, Latino Heritage Month celebrates the independence days of several Latin American countries, including: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua on September 15th, Mexico on September 16th and Chile on September 18th; and

WHEREAS, Mendocino County is home to a growing multiethnic and multicultural Latino population, including Hispanic-American residents and citizens originating from Mexico, Central America, South America, and the Caribbean, currently comprising 26% of Mendocino County's population; and

WHEREAS, the diverse Latino population of Mendocino County is woven into and enriches and strengthens the fabric of every aspect of our community; and

WHEREAS, the Latino population of Mendocino County has many profound positive influences on our community, making significant social, cultural and economic contributions through strong commitment to family, faith, education, hard work, vibrant culture, and service; and

WHEREAS, Mendocino County, thrives on the diversity and ingenuity of all of our people and welcomes the continued participation, support and success of our diverse Latino friends and neighbors for many decades to come.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby proclaims September 15 through October 15, 2021 to be Latino Heritage Month in Mendocino County.

Dated: 9/14/2021

Dan Gjerde, Chair



Mendocino County Board of Supervisors Agenda Summary

Item #: 4d)

To: Board of Supervisors

From: Supervisor Mulheren

Meeting Date: September 14, 2021

Department Contact: Supervisor Mulheren

Phone: 707-463-4221

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Proclamation Recognizing September 20-26, 2021 as Pollution Prevention Awareness Week, and September 18-25, 2021 as Creek Week in Mendocino County
(Sponsor: Supervisor Mulheren)

Recommended Action/Motion:

Adopt Proclamation Recognizing September 20-26, 2021 as Pollution Prevention Awareness Week, and September 18-25, 2021 as Creek Week in Mendocino County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

The Board of Supervisors regularly adopts proclamations recognizing important milestones and individual achievements.

Summary of Request:

The Board is requested to adopt the attached proclamation Recognizing September 20-26, 2021 as Pollution Prevention Awareness Week, and September 18-25, 2021 as Creek Week in Mendocino County.

Alternative Action/Motion:

Do not adopt Proclamation.

How Does This Item Support the General Plan? 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

annual recurring cost: N/A

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Item #: 4d)

budget clarification: 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

Final Status: Adopted

Date: September 15, 2021



PROCLAMATION

OF THE

MENDOCINO COUNTY BOARD OF SUPERVISORS

RECOGNIZING SEPTEMBER 20-26, 2021 AS POLLUTION PREVENTION AWARENESS WEEK, AND SEPTEMBER 18-25, 2021 AS CREEK WEEK IN MENDOCINO COUNTY

WHEREAS, throughout the United States the week starting on the third Monday of September is recognized as National Pollution Prevention Week; and

WHEREAS, throughout much of California, including the Russian River watershed and the Mendocino Coast, cities, counties and other stewardship organizations are recognizing the fourth week of September as Creek Week; and

WHEREAS, our pollution prevention practices are intrinsically linked to the health of our watershed lands and waterways; and

WHEREAS, the County of Mendocino supports programs to reduce pollution, increasing the environmental quality of our watershed lands and waterways, and providing our communities with the tools to equip each citizen with the knowledge and ability to be an effective steward of the County watershed lands and waterways.

WHEREAS, pollution in the form of trash and debris, chemicals from industry and everyday living, and sediment from construction and many land uses and activities all have the potential to degrade the quality of life and the quality of resources within the County's watersheds and Coastal areas

WHEREAS, during Pollution Prevention Week and Creek Week, creek, river and ocean clean-up campaigns will take place throughout Mendocino County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby proclaims September 20-26, 2021, as:

"Pollution Prevention Week and September 18-25, 2021 is Creek Week in the County of Mendocino, and asks all members of our community to support efforts to protect and enrich our watershed health by participating in the many Pollution Prevention Week/Creek Week activities, and to take active steps to reduce pollution and care for our environment throughout the year."

Dated: September 14, 2021

Dan Gjerde, Chair

From Street to Creek

2021 Ukiah Valley Russian River Cleanup

Saturday,
September 18, 2021
8 AM to 1 PM

Come help clean the streets and creeks and keep trash out of the river and ocean!

To volunteer, please pre-register at <https://forms.gle/6R4NEuAv2cfM6kN68> by September 10. Volunteers will once again work alone or in small groups. Bring a water bottle, sturdy shoes, and work gloves. No flip flops! For more information, contact Deborah at deborah.edelman@mcrd.org.





Mendocino County Board of Supervisors Agenda Summary

Item #: 4e)

To: Board of Supervisors

From: Supervisor Haschak and Supervisor Mulheren

Meeting Date: September 14, 2021

Department Contact: Supervisor Haschak

Phone: 463-4441

Department Contact: Supervisor Mulheren

Phone: 463-4441

Item Type: Consent Agenda

Time Allocated for Item:

Agenda Title:

Adoption of Resolution in Opposition to an Application by "Coal Train" to use Rail Lines Through Mendocino County and Support the Surface Transportation Board to Grant the Request of the North Coast Railroad Authority to Railbank their Rail Line from Willits to Humboldt Bay
(Sponsors: Supervisor Haschak and Supervisor Mulheren)

Recommended Action/Motion:

Adopt resolution in opposition to an application by "Coal Train" to use rail lines through Mendocino County and encourage the Surface Transportation Board to grant the request of the North Coast Railroad Authority to railbank their rail line from Willits to Humboldt Bay; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

The Board of Supervisors adopted a resolution in support of the creation of the Great Redwood Trail on 7/9/19.

Summary of Request:

An entity representing coal has submitted an application with the Surface Transportation Board to use the rail line from the Bay Area to the Humboldt Bay to transport coal. The Board of Supervisors should stand in support of our state and federal representatives and strongly denounce this proposal. Transportation of coal would be very dirty and harmful to the environment of Mendocino County, restoration of the rail line through the Eel River Canyon would cost \$2.4 billion and is practically impossible, and the conversion process from a rail line to the Great Redwood Trail would be seriously delayed.

Alternative Action/Motion:

Provide alternative direction.

How Does This Item Support the General Plan? N/A

Supervisory District: All

vote requirement: Majority

Item #: 4e)

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

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status:**Adopted**

Executed Item Type: **Resolution** **Number:** 21
-129



RESOLUTION NO. 21-129

RESOLUTION STATING THE BOARD'S OPPOSITION TO AN APPLICATION TO ALLOW THE TRANSPORTATION OF COAL BY TRAIN THROUGH MENDOCINO COUNTY

WHEREAS, an anonymous corporation based in Wyoming has recently submitted paperwork to the federal Surface Transportation Board objecting to the Railbanking for the Great Redwood Trail and saying they intend to purchase the railroad; and

WHEREAS, it has been widely reported and corroborated that this secret corporation is intending to use the railroad to transport coal mined in the Midwest; and

WHEREAS, this company intends to transport this coal across the state of California to Marin County, and then haul it north through Sonoma, Mendocino, Trinity, and Humboldt counties to the port of Humboldt; and

WHEREAS, coal is the single biggest contributor to climate change; and

WHEREAS, the burning of coal is responsible for nearly 50% of the carbon dioxide emissions worldwide, and accounts for over 70% of the greenhouse gas emissions from all electrical generation; and

WHEREAS, coal contributes to a staggering health crisis which experts estimate leads to over 13,000 premature deaths, 200,000 asthma attacks, and more than \$100 Billion in health care costs each year in the United States alone; and

WHEREAS, according to railroad studies, somewhere between five hundred to two thousand pounds of coal and coal dust can escape from every single loaded train car; and

WHEREAS, loose coal can cause devastating impacts to our drinking water, watersheds and surrounding environment; and

WHEREAS, coal dust can cause devastating disease in humans and animals, cause spontaneous fires, and degrade and destabilize the rail bed; and

WHEREAS, the Russian and Eel Rivers supply drinking water to nearly one million people of Northern California, and habitat for numerous threatened and endangered species.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that hereby notifies the Surface Transportation Board of our strong opposition to this application and declare that should be rejected outright; and

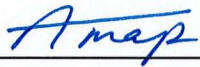
IT IS FURTHER RESOLVED that the Mendocino County Board of Supervisors encourages the Surface Transportation Board to grant the request of the North Coast Railroad Authority to railbank their rail line from Willits to Humboldt Bay.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 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



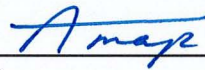
Deputy



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. 21-129

RESOLUTION STATING THE BOARD'S OPPOSITION TO AN APPLICATION TO ALLOW THE TRANSPORTATION OF COAL BY TRAIN THROUGH MENDOCINO COUNTY

WHEREAS, an anonymous corporation based in Wyoming has recently submitted paperwork to the federal Surface Transportation Board objecting to the Railbanking for the Great Redwood Trail and saying they intend to purchase the railroad; and

WHEREAS, it has been widely reported and corroborated that this secret corporation is intending to use the railroad to transport coal mined in the Midwest; and

WHEREAS, this company intends to transport this coal across the state of California to Marin County, and then haul it north through Sonoma, Mendocino, Trinity, and Humboldt counties to the port of Humboldt; and

WHEREAS, coal is the single biggest contributor to climate change; and

WHEREAS, the burning of coal is responsible for nearly 50% of the carbon dioxide emissions worldwide, and accounts for over 70% of the greenhouse gas emissions from all electrical generation; and

WHEREAS, coal contributes to a staggering health crisis which experts estimate leads to over 13,000 premature deaths, 200,000 asthma attacks, and more than \$100 Billion in health care costs each year in the United States alone; and

WHEREAS, according to railroad studies, somewhere between five hundred to two thousand pounds of coal and coal dust can escape from every single loaded train car; and

WHEREAS, loose coal can cause devastating impacts to our drinking water, watersheds and surrounding environment; and

WHEREAS, coal dust can cause devastating disease in humans and animals, cause spontaneous fires, and degrade and destabilize the rail bed; and

WHEREAS, the Russian and Eel Rivers supply drinking water to nearly one million people of Northern California, and habitat for numerous threatened and endangered species.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that hereby notifies the Surface Transportation Board of our strong opposition to this application and declare that should be rejected outright; and

IT IS FURTHER RESOLVED that the Mendocino County Board of Supervisors encourages the Surface Transportation Board to grant the request of the North Coast Railroad Authority to railbank their rail line from Willits to Humboldt Bay.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4f)

To: Board of Supervisors

From: Executive Office

Meeting Date: September 14, 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 #: 4f)

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: September 15, 2021

Final Status: Adopted

Executed Item Type: Resolution Number: 21-130



RESOLUTION NO. 21-130

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 Haschak, and carried this 14th day of September, by the following vote:

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

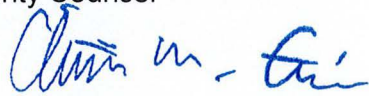
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

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. 21-130

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 Haschak, and carried this 14th day of September, 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 #: 4g)

To: Board of Supervisors

From: Executive Office

Meeting Date: September 14, 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 #: 4g)

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: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: SEPTEMBER 15, 2021

Final Status: Adopted

Executed Item Type: Resolution **Number:** 21-131



RESOLUTION NO. 21-131

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.

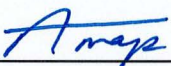
3. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 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, Acting County
Counsel

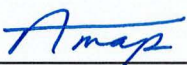




DAN GJERDE, Chair
Mendocino County Board of Supervisors

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. 21-131

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 Haschak, and carried this 14th day of September, 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.

Deputy

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 #: 4h)

To: Board of Supervisors

From: Executive Office

Meeting Date: September 14, 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 #: 4h)

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: SEPTEMBER 15, 2021

Final Status: Adopted

Executed Item Type: Resolution **Number:** 21-132



RESOLUTION NO. 21-132

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 Haschak, and carried this 14th day of September, 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. 21-132

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 Haschak, and carried this 14th day of September, 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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4i)

To: Board of Supervisors

From: Auditor-Controller

Meeting Date: September 14, 2021

Department Contact: Chamise Cubbison

Phone: 707-234-6860

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Approving Mendocino County's 2021-22 Tax Rates

Recommended Action/Motion:

Adopt Resolution approving Mendocino County's 2021-22 tax rates; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Annually approved - the most recent approval occurred on September 1, 2020.

Summary of Request:

Pursuant to Section 29100 of the Government Code, the Board of Supervisors is required to approve the County's annual tax rates. Voter approved indebtedness rates are calculated by determining the percentage of full assessed value of property on the secured roll legally subject to support the annual debt requirement. Each rate will produce the amount determined by the Auditor-Controller as necessary to be raised by taxation on the secured roll after due allowance for delinquency, anticipated changes to the roll, and other available funding sources.

Alternative Action/Motion:

None

How Does This Item Support the General Plan?

The tax rates are used to generate revenue needed to pay voter approved debt.

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 #: 4i)

annual recurring cost: N/A

revenue agreement: N/A

budget clarification: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, Assistant CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status:**Adopted**

Executed Item Type: **Resolution** Number: 21-133



RESOLUTION NO. 21-133

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MENDOCINO COUNTY PROPERTY TAX RATES FOR FISCAL YEAR 2021-22

WHEREAS, the Board of Supervisors of the County of Mendocino is required by California Government Code, Title 3, Division 3, Chapter 1, Article 5, to fix the tax rates for the County of Mendocino, school districts, special districts and other entities or funds as provided by Article XIII A of the California Constitution and Sections 93 and 100 of the California Revenue and Taxation Code;

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt by resolution the rates of taxes by October 3 of each year.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby approves the tax rates for Fiscal Year 2021-22 which it is required by law to fix at the rates specified herein.

BASIC AD VALOREM TAX RATE

The County shall levy an ad valorem property tax on taxable assessed value of property within the County of Mendocino at a rate of \$1.00 per \$100.00 of assessed value (the terms "tax rate" and "assessed value" are defined in Section 135 of the Revenue and Taxation Code). The revenue from such tax shall be distributed in accordance with the provisions of Revenue and Taxation Code, Division 1, Part 0.5, Chapter 6 and other applicable laws.

TAX RATES FOR GENERAL OBLIGATION BONDS OR OTHER INDEBTEDNESS

The following tax rates are in addition to the \$1.00 per \$100.00 of assessed value tax rate levy set for the purpose of making annual payments for interest and principal on general obligation bonds or other indebtedness of the local agencies and school districts in the County of Mendocino:

Unitary Debt Service	\$.395
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UNIFIED SCHOOL DISTRICT RATES

Ukiah Unified Bond	\$.190
Laytonville Unified Bond	\$.139
Mendocino Unified Bond	\$.181
Willits Unified Bond	\$.064
Fort Bragg Unified Bond	\$.114
Anderson Valley Unified Bond	\$.007
Southern Humboldt Unified Bond	\$.091 *
Round Valley Unified Bond	\$.108
Potter Valley Community Unified Bond	\$.038

HIGH SCHOOL DISTRICT RATE

Point Arena Joint Union High School Bond\$.000

ELEMENTARY SCHOOL DISTRICT RATE

Arena Union Elementary School Bond\$.013

JUNIOR COLLEGE DISTRICT RATE

Redwoods JC Bond (Territory transfer to Mendocino-Lake Comm College)..\$.010
Sonoma County Junior College Bond (2002)\$.013 **
Sonoma County Junior College Bond (2014)\$.024 **
Mendocino-Lake Community College Bond.....\$.021

SPECIAL DISTRICTS

Mendocino Coast Hospital Bond\$.013

- * Rate calculated by County of Humboldt (Estimate – rate not received by posting deadline)
** Rate calculated by County of Sonoma

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 2021, by the following vote:

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

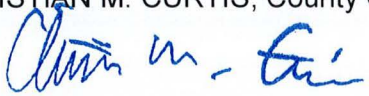
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: CARMEL J. ANGELO
Clerk of the Board

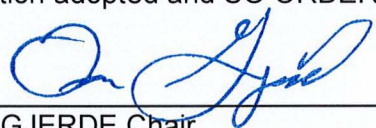


Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS, County Counsel



Deputy



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. 21-133

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MENDOCINO COUNTY PROPERTY TAX RATES FOR FISCAL YEAR 2021-22

WHEREAS, the Board of Supervisors of the County of Mendocino is required by California Government Code, Title 3, Division 3, Chapter 1, Article 5, to fix the tax rates for the County of Mendocino, school districts, special districts and other entities or funds as provided by Article XIII A of the California Constitution and Sections 93 and 100 of the California Revenue and Taxation Code;

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt by resolution the rates of taxes by October 3 of each year.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby approves the tax rates for Fiscal Year 2021-22 which it is required by law to fix at the rates specified herein.

BASIC AD VALOREM TAX RATE

The County shall levy an ad valorem property tax on taxable assessed value of property within the County of Mendocino at a rate of \$1.00 per \$100.00 of assessed value (the terms "tax rate" and "assessed value" are defined in Section 135 of the Revenue and Taxation Code). The revenue from such tax shall be distributed in accordance with the provisions of Revenue and Taxation Code, Division 1, Part 0.5, Chapter 6 and other applicable laws.

TAX RATES FOR GENERAL OBLIGATION BONDS OR OTHER INDEBTEDNESS

The following tax rates are in addition to the \$1.00 per \$100.00 of assessed value tax rate levy set for the purpose of making annual payments for interest and principal on general obligation bonds or other indebtedness of the local agencies and school districts in the County of Mendocino:

Unitary Debt Service	\$.395
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UNIFIED SCHOOL DISTRICT RATES

Ukiah Unified Bond.....	\$.190
Laytonville Unified Bond	\$.139
Mendocino Unified Bond .....	\$	.181
Willits Unified Bond .....	\$	.064
Fort Bragg Unified Bond .....	\$	.114
Anderson Valley Unified Bond .....	\$	.007
Southern Humboldt Unified Bond .....	\$	.091 *
Round Valley Unified Bond.....	\$	.108
Potter Valley Community Unified Bond.....	\$	.038

HIGH SCHOOL DISTRICT RATE

Point Arena Joint Union High School Bond.....\$.000

ELEMENTARY SCHOOL DISTRICT RATE

Arena Union Elementary School Bond\$.013

JUNIOR COLLEGE DISTRICT RATE

Redwoods JC Bond (Territory transfer to Mendocino-Lake Comm College) ..\$.010
Sonoma County Junior College Bond (2002).....\$.013 **
Sonoma County Junior College Bond (2014).....\$.024 **
Mendocino-Lake Community College Bond.....\$.021

SPECIAL DISTRICTS

Mendocino Coast Hospital Bond\$.013

* Rate calculated by County of Humboldt (Estimate – rate not received by posting deadline)

** Rate calculated by County of Sonoma

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 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

**TAX RATES ESTABLISHED BY THE BOARD OF SUPERVISORS
OF MENDOCINO COUNTY FOR FISCAL YEAR 2021-22**

Basic Tax Rate	\$1.000
Unitary Debt Service .....	.395

OTHER VOTER APPROVED INDEBTEDNESS RATES

UNIFIED SCHOOL DISTRICT RATES

Ukiah Unified Bond	\$.190
Laytonville Unified Bond.....	.139
Mendocino Unified Bond .....	.181
Willits Unified Bond .....	.064
Fort Bragg Unified Bond.....	.114
Anderson Valley Unified Bond .....	.007
Southern Humboldt Unified Bond.....	.091 *
Round Valley Unified Bond .....	.108
Potter Valley Community Unified Bond038

HIGH SCHOOL DISTRICT RATE

Point Arena Joint Union High School Bond.....	\$.000
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ELEMENTARY SCHOOL DISTRICT RATE

Arena Union Elementary School Bond.....	\$.013
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JUNIOR COLLEGE DISTRICT RATE

Redwoods JC Bond (Territory transfer to Mendocino-Lake Comm College)	\$.010
Sonoma County Junior College Bond (2002).....	.013 **
Sonoma County Junior College Bond (2014).....	.024 **
Mendocino-Lake Community College Bond .....	.021

SPECIAL DISTRICTS

Mendocino Coast Hospital Bond	\$.013
-------------------------------------	---------

* Rate calculated by County of Humboldt (Received after Board of Supervisors' approval)

** Rate calculated by County of Sonoma



Mendocino County Board of Supervisors Agenda Summary

Item #: 4j)

To: Board of Supervisors

From: County Counsel

Meeting Date: September 14, 2021

Department Contact: Christian Curtis

Phone: 234-6885

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Amendment to BOS Agreement No. 21-086 with Colantuono, Highsmith & Whatley, PC, Increasing the Total Compensation by \$250,000 For a New Total of \$300,000 for Legal Services

Recommended Action/Motion:

Approve retroactive amendment to BOS Agreement No. 21-086 with Colantuono, Highsmith & Whatley, PC, increasing the total compensation by \$250,000 for a new total of \$300,000 for legal services; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On May 27, 2021, the Board of Supervisors approved agreement No. 21-086 with Colantuono, Highsmith & Whatley, PC in the amount of \$50,000.

Summary of Request:

County Counsel is requesting the Board to approve the amendment with Colantuono, Highsmith & Whatley, PC increasing the total compensation by \$250,000 for a new total of \$300,000 to continue to provide legal defense in the litigation matter of Ann Marie Borges & Chris Gurr v. County of Mendocino (Case No. 3:20-cv-04537-SI). County Counsel would also like to add an additional case to the scope of services for this firm as follows: Ezekial Flatten, et al. v. Bruce Smith, et al., (Case No. 21CV00588). This firm's strong background in municipal law issues is assisting in the County's defense of these matters.

Alternative Action/Motion:

Do not approve the amended agreement and provide direction to staff.

How Does This Item Support the General Plan? n/a

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Item #: 4j)

Fiscal Details:**source of funding:** GL 0713-863320**current f/y cost:** 300,000**annual recurring cost:** N/A**budget clarification:** N/A**budgeted in current f/y:** Yes**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:** September 15, 2021**Final Status:****Approved****Executed Item Type:** **Agreement** **Number:** 21
-086-A1**Note to Department** Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?

No



**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-086**

This Amendment to BOS Agreement No. 21-086 is entered into this 14th day of September, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Colantuono, Highsmith & Whatley, PC, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-086 was entered into on May 27, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Colantuono, Highsmith & Whatley, PC, this document will become part of the aforementioned agreement and shall be incorporated therein; and

WHEREAS, the parties to this agreement desire that CONTRACTOR shall provide litigation legal services, advisory, and representation services to COUNTY and its officers and employees, in and with respect to the lawsuit *Ezekial Flatten, et al. v. Bruce Smith, et al.*, Mendocino County Superior Court Case No. 21CV00588, in addition to continuing representation of the County in the defense of the matter of *Anne Marie Borges, et al. v. County of Mendocino, et al.*, Northern District of California Case No. 3:30-cv-04537-SI; and; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total amount of the agreement by \$250,000 for a new total of \$300,000.

NOW, THEREFORE, we agree as follows:

1. The total amount of the agreement set out in the original BOS Agreement No. 21-086 will be increased by \$250,000 for a new total of \$300,000; and
2. CONTRACTOR shall provide litigation legal services, advisory, and representation services to COUNTY, its officers and employees, in and with respect to the lawsuit *Ezekial Flatten, et al. v. Bruce Smith, et al.*, Mendocino County Superior Court Case No. 21CV00588, in addition to continuing to provide a defense in the matter of *Anne Marie Borges, et al. v. County of Mendocino, et al.*, Northern District of California Case No. 3:30-cv-04537-SI.

All other terms and conditions of BOS Agreement No. 21-086 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Chris M. Fair 9/1/21
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0713

Line Item: 863320

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: Michael G. Colantuono, President
NAME AND ADDRESS OF CONTRACTOR:

Colantuono, Highsmith & Whatley, PC

420 Sierra College Drive, Suite 140

Grass Valley, CA 95945-5091

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: SEP 15 2021

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amy
Deputy

SEP 15 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: Amy
Deputy

SEP 15 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

08/31/2021

Date: _____

INSURANCE REVIEW:

By: Chris M. Fair
Risk Management

Date: 08/31/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 08/31/2021

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: _____

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-086**

This Amendment to BOS Agreement No. 21-086 is entered into this 14th day of September, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Colantuono, Highsmith & Whatley, PC, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-086 was entered into on May 27, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Colantuono, Highsmith & Whatley, PC, this document will become part of the aforementioned agreement and shall be incorporated therein; and

WHEREAS, the parties to this agreement desire that CONTRACTOR shall provide litigation legal services, advisory, and representation services to COUNTY and its officers and employees, in and with respect to the lawsuit *Ezekial Flatten, et al. v. Bruce Smith, et al.*, Mendocino County Superior Court Case No. 21CV00588, in addition to continuing representation of the County in the defense of the matter of *Anne Marie Borges, et al. v. County of Mendocino, et al.*, Northern District of California Case No. 3:30-cv-04537-SI; and; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total amount of the agreement by \$250,000 for a new total of \$300,000.

NOW, THEREFORE, we agree as follows:

1. The total amount of the agreement set out in the original BOS Agreement No. 21-086 will be increased by \$250,000 for a new total of \$300,000; and
2. CONTRACTOR shall provide litigation legal services, advisory, and representation services to COUNTY, its officers and employees, in and with respect to the lawsuit *Ezekial Flatten, et al. v. Bruce Smith, et al.*, Mendocino County Superior Court Case No. 21CV00588, in addition to continuing to provide a defense in the matter of *Anne Marie Borges, et al. v. County of Mendocino, et al.*, Northern District of California Case No. 3:30-cv-04537-SI.

All other terms and conditions of BOS Agreement No. 21-086 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Christina M. Fair 9/1/21
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0713

Line Item: 863320

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: Carmel J. Angelo
Risk Management

Date: 08/31/2021

CONTRACTOR/COMPANY NAME:

By: Michael G. Colantuono, President
NAME AND ADDRESS OF CONTRACTOR:

Colantuono, Highsmith & Whatley, PC

420 Sierra College Drive, Suite 140

Grass Valley, CA 95945-5091

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: Charlotte Scott
Deputy

08/31/2021

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

08/31/2021

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 Pursuant to MCC Section: _____

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Colantuono, Highsmith & Whatley, PC, 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; 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 herein.

The term of this Agreement shall be effective from May 1, 2021 through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Fifty Thousand Dollars (\$50,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Charlotte Scott 05/10/2021

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0713

Line Item: 863320

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: _____

NAI Michael G. Colantuono ITRACTOR:

Colantuono, Highsmith & Whatley, PC

420 Sierra College Drive, Suite 140

Grass Valley, CA 95945-5091

COUNTY OF MENDOCINO

By: _____

DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: MAY 27 2021

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____

Amara
Deputy

MAY 27 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: _____

Amara
Deputy

MAY 27 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____

Brina Blanton
Deputy

Date: 05/10/2021

INSURANCE REVIEW:

By: _____

Carmel J. Angelo
Risk Management

05/10/2021

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____

Darcie Antle
Deputy CEO

05/10/2021

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 Pursuant to MCC Section: _____

420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091
Voice (530) 432-7357
Fax (530) 432-7356

COLANTUONO
HIGHSMITH
WHATLEY, PC

Michael G. Colantuono
(530) 432-7359
MColantuono@chwlaw.us

May 3, 2021

VIA ELECTRONIC MAIL

Christian Curtis, County Counsel
County of Mendocino
501 Low Gap Rad, Room 1030
Ukiah, CA 95482

Re: **Representation of County of Mendocino re Defense of *Borges et al. v. County of Mendocino, et al.*, Northern District of California Case No. 3:30-cv-04537-SI**

Dear Christian:

As you asked, I write to propose the terms under which we agree to represent the County of Mendocino ("you" or "County") in defense of this case. This will be our sole project for the County; if we can assist you on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you in this matter.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties:

County of Mendocino
Sue Anzilotti
John McCowen
Carre Brown
Georgianne Croskey
Mason Hemphill

Christian Curtis, County Counsel
County of Mendocino
May 3, 2021
Page 2

Adverse Parties:

Ann Marie Borges
Chris Gurr
Goose Head Valley Farms

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, any Doe defendants that have been identified to date. Unless we hear from you to the contrary, we will assume the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter except as follows. As we have discussed, we represent the City of Ukiah in two matters now pending before Mendocino LAFCO — the proposed detachment from the Ukiah Valley Sanitation District of the area within the City and the proposed annexation of the area of the City to the Ukiah Valley Fire District. To our knowledge, the County has no interest in either of these proposals and there is no active adversity between the City and the County at this time. If such a conflict exists, the informed written consent of both the City and the County will be required for us to represent the two simultaneously, even if the adversity is in matters unrelated to our work. I expect the City to be open to such a consent should it be required. Please let me know if you conclude that a consent is required or if any adversity between the City and the County develops which will require us to revisit this issue.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Christian Curtis, County Counsel
County of Mendocino
May 3, 2021
Page 3

Our federal employer identification number is 75-3031545.

Pamela Graham and I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2021 range between \$220 and \$525 per hour for attorneys' time, and between \$125 and \$170 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our rates for this case at \$325 per hour, a significant discount from my and Pamela's rates. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year. However, we will not lift the \$325 per hour cap without first discussing with you our need to do so.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules for legal fee disputes of the County Bar Association in any county in which we maintain an office. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar

fee arbitration will be submitted to binding arbitration in Sacramento to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all of your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

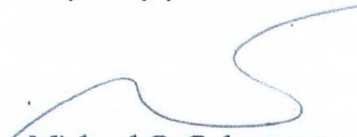
You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Christian Curtis, County Counsel
County of Mendocino
May 3, 2021
Page 5

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Michael G. Colantuono

MGC:mgc

On behalf of County of Mendocino, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.



Signature

Date: MAY 25TH, 2021

By: MENDOCINO COUNTY BOARD OF SUPERVISORS

Title: CHAIR



Mendocino County Board of Supervisors Agenda Summary

Item #: 4k)

To: Board of Supervisors

From: County Counsel

Meeting Date: September 14, 2021

Department Contact: Christian Curtis

Phone: 234-6885

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Abbott & Kindermann, Inc. in the Amount of \$10,000 to Provide Legal Services Effective September 14, 2021 Through June 30, 2022

Recommended Action/Motion:

Approve Agreement with Abbott & Kindermann, Inc. in the amount of \$10,000 to provide legal services effective September 14, 2021 through June 30, 2022; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

County Counsel is requesting the Board approve the agreement with Abbott & Kindermann in the amount of \$10,000. This agreement will provide additional capacity for legal work related to the proposed Bella Vista Project, with a law firm that specializes in land use issues. The project developer has deposited the amount of \$10,000 to fund the agreement pursuant to an At Cost Project Reimbursement Agreement.

Alternative Action/Motion:

Do not approve and provide direction to staff.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: 2852-862189

current f/y cost: \$10,000

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: N/A

Item #: 4k)

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: September 15, 2021

Final Status:**Approved**

Executed Item Type: **Agreement** Number: 21
-165



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Abbott & Kindermann, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its legal services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Ten Thousand Dollars (\$10,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Chris M. Fair 8/20/21
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PS 2852

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

Abbott & Kindermann, Inc.

2100 21st Street

Sacramento, CA 95818

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: SEP 15 2021

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy SEP 15 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 SEP 15 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

08/17/2021

Date: _____

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 08/17/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 08/17/2021

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used 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
501 Low Gap Road, Room 1030
Ukiah, CA 95482
Attn: Christian M. Curtis

To CONTRACTOR: Abbott & Kindermann, Inc.
2100 21st Street
Sacramento, CA 95818
ATTN: William Abbott, Esq.

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 shall not exceed \$10,000 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]

EXHIBIT B

PAYMENT TERMS

ABBOTT & KINDERMANN, INC. RATE SCHEDULE

PRINCIPAL \$ 430.00 per hour
OF COUNSEL \$ 430.00 per hour
SENIOR COUNSEL \$ 390.00 per hour
SENIOR ASSOCIATE \$ 365.00 per hour
ASSOCIATE IV \$ 330.00 per hour
ASSOCIATE III \$ 275.00 per hour
ASSOCIATE II \$ 225.00 per hour
ASSOCIATE I \$ 200.00 per hour
PLANNER II \$ 150.00 per hour
PLANNER I \$ 110.00 per hour
PARALEGAL II \$ 150.00 per hour
PARALEGAL I \$ 100.00 per hour
LAW CLERK II \$ 110.00 per hour
LAW CLERK I \$ 60.00 per hour
STAFF RESEARCHER \$ 65.00 per hour

INDIRECT EXPENSES:

A charge of 4.25% of monthly fees is added to offset ordinary copying, secretarial, postage, including overnight deliveries, faxing, local and long distance telephone charges.

Court Calls and fax filing for court documents are not included.

COSTS:

Costs (including filing fees, court reporter fees, special deliveries, on-line computer research, etc.) will be billed as incurred.

SERVICES:

The following services will be billed as incurred at the following rates:

ACCOUNTING - \$50.00 per hour
OFFICE CLERK - \$15.00 per hour
MILEAGE - Current IRS rate

* Distribution from a client trust account for payment of a bill and all other payments received shall be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees.

** This Rate Schedule is adjusted December 21st of each year. This schedule may also be adjusted at any time upon thirty (30) days prior notice to client.

*** Telephone calls to or from a client, or other parties involved in matters pertaining to the client's legal affairs, are subject to a minimum charge of 0.2 hour times the applicable billing rate.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email
Auditorap@mendocinocounty.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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4l)

To: Board of Supervisors

From: Cultural Services Agency

Meeting Date: September 14, 2021

Department Contact: Deborah Fader Samson

Phone: 234-2872

Department Contact: Barb Chapman

Phone: 367-8216

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Proclamation Recognizing September as Library Card Sign-up Month in Mendocino County

Recommended Action/Motion:

Adopt proclamation recognizing September as Library Card Sign-up Month in Mendocino County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

The Board has adopted the proclamation of Library Card Sign-up Month in previous years.

Summary of Request:

Since 1987, Library Card Sign-up Month has been held each September to mark the beginning of the school year. During the month, libraries nationwide unite together in a national effort to encourage residents of their service areas to sign-up for their own library card. For more information about how to sign-up for a library card, visit the Mendocino County Library in person or online at <https://www.mendolibrary.org> ~~<http://https://www.mendolibrary.org>~~.

This year, we are encouraging parents, caregivers and students to obtain a free library card that will save them money while reaping rewards in academic achievement, cultural learning, and lifelong education. It is requested that the Board of Supervisors adopt a proclamation recognizing September as Library Card Sign-up Month in Mendocino County.

Alternative Action/Motion:

Provide alternate direction.

How Does This Item Support the General Plan? This item supports the General Plan by providing free educational resources to the residents of Mendocino County.

Supervisory District: All

vote requirement: Majority

Item #: 4l)

Supplemental Information Available Online At:

<https://www.ala.org/conferencesevents/celebrationweeks/card>

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: No cost

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: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status: **Adopted**



PROCLAMATION

OF THE
MENDOCINO COUNTY BOARD OF SUPERVISORS

RECOGNIZING SEPTEMBER 2021 AS LIBRARY CARD SIGN-UP MONTH IN MENDOCINO COUNTY

WHEREAS, a library card is the most important school supply of all; and

WHEREAS, libraries play an important role in the education and development of children; and

WHEREAS, libraries empower all people to pursue their interests, discover their passions, and achieve their highest potential as learners and citizens; and

WHEREAS, Librarians bring communities together creating welcoming and inclusive spaces for students of all backgrounds to learn together; and

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

WHEREAS, libraries promote equity, making digital technology and information equally accessible to all.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby proclaims September, 2021, as:

“Library Card Sign-Up Month in Mendocino County”

Dated: September 14, 2021

Dan Gjerde, Chair



Mendocino County Board of Supervisors Agenda Summary

Item #: 4m)

To: Board of Supervisors

From: Cultural Services Agency

Meeting Date: September 14, 2021

Department Contact: Deborah Fader Samson

Phone: 234-2872

Department Contact: Karen Mattson

Phone: 459-7699

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization of Submission of Funding Application for the Collections Assessment for Preservation (CAP) program from the Foundation for Advancement in Conservation (FAIC) in the Amount of \$7,600 to Provide Assessments of the Collections and Museum Building to Assist the Institution in Protecting and Preserving the County's Cultural Resources

Recommended Action/Motion:

Authorize the submission of funding application for the Collections Assessment for Preservation (CAP) program from the Foundation for Advancement in Conservation (FAIC) in the amount of \$7,600 to provide assessments of the collections and Museum building to assist the institution in protecting and preserving the County's cultural resources.

Previous Board/Board Committee Actions:

The Board of Supervisors approved grant applications for the Cultural Services Agency on June 5th, 2018: agenda item 4s; December 4th, 2018: agenda item 4q; January 8th, 2019: agenda item 4r; January 7th, 2020: agenda item 4h; and November 17th, 2020: agenda item 4j.

Summary of Request:

Mendocino County Museum staff have worked diligently to improve the collections care of approximately 75,000 artifacts and archival holdings. Museum staff met and exceeded numerous goals for the collection by using self-evaluation tools such as the Standard of Excellence Program for History Organizations Program (STEPS). The Collections Assessment for Preservation (CAP) program provides funding for a study of the institution's collections and buildings as well as its policies and procedures relating to collections care. The collections assessment funding supports the creation of a comprehensive procedure manual and provides a review of the Collection Management Policy. The assessment helps staff to identify and prioritize collections care projects for the future. The information obtained from this assessment will be a useful tool for staff, administration, and the Museum Advisory Board to create a Strategic Plan for the Museum. Additionally, this program demonstrates the Museum's commitment to its collections and lays a vital foundation for obtaining future grants and planning future projects.

Participating institutions receive assessment reports with prioritized recommendations for improving collection care. Funding includes up to \$7,600 for up to two assessors including an assessment of the

Item #: 4m)

collections and an assessment of the facility. The Museum matches funding with the value of staff and volunteer time and other in-kind expenses. The CAP program is administered by the Foundation for Advancement in Conservation (FAIC) under a cooperative agreement with the Institute of Museum and Library Services.

Alternative Action/Motion:

Do not approve and provide further instruction to staff.

How Does This Item Support the General Plan? This funding program helps to support General Plan Goal DE-6 (Cultural Resources): protection and preservation of the county's significant historical, archaeological and cultural resources.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At:

<https://www.culturalheritage.org/resources/collections-care/cap>

Fiscal Details:

source of funding: Federal and Museum funding.

budgeted in current f/y: Yes

current f/y cost: \$1200 estimated matching expenses

if no, please describe:

annual recurring cost: N/A

revenue agreement: N/A

budget clarification: Most matching expense are funded by budgeted salaries and expenses.

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: **Approved**

Date: September 15, 2021



Submission: 22393

Mendocino County Museum

Started at: 8/22/2021 12:17 PM - Finalized at: N/A

Page: Application Guidelines

Application Guidelines

Thank you for your interest in the CAP Program! Please answer all of the questions in this application to the best of your ability.

Please note that all questions marked with a red asterisk (*) are required questions. You will be notified upon completion of the application if any required questions have been missed.

Notification of Receipt

Institutions will be notified via email when their application has been received and if any additional information is needed. If you have not received an email within 72 hours of submission, contact the CAP office at 202-750-3346 or cap@culturalheritage.org to make sure we've received your application.

Saving/Printing Your Application

To save or print your application, find the application entry under My Submissions>In Progress or My Submission>Complete. To the right of the listing, select "Print." This will download a pdf version of your application which you can then save or print for your records.

OMB Control #: 3137-0126 Expiration Date: 5/31/2024

Page: General Information

General Information

Institution Name

Mendocino County Museum

Address

400 East Commercial Street
Willits California 95490 US

Website

<https://www.mendocinocounty.org/government/cultural-services-agency/museum>

EIN/TIN**Project Contact**

The project contact should be the person who will administer the CAP Program for the institution.
All CAP correspondence will be directed to this person.

Salutation

Ms.

First and Last Name

Karen Mattson

Title

Museum Curator

Phone

(707) 459-2736

Email

mattsonk@mendocinocounty.org

Does your institution operate seasonally?

No

If your site is open seasonally, provide a phone number to reach the project contact in the off-season.

Governing control of applicant (select one).

County

Type of Organization (select one)

Type of Organization

Museum

If you selected Specialized or Other for the Type of Organization please specify

Does your institution have a parent organization?

No

What is your institution's mission statement?

Mendocino County Museum is dedicated to preserving and interpreting its museum collections for the purpose of educating and inspiring awareness of the peoples, communities, and history of Mendocino County for the enjoyment and benefit of County residents and visitors.

In what year was the institution first open to the public?

1972

Does your organization exist on a permanent basis for educational or aesthetic purposes?

Yes

Does your institution own tangible objects, whether animate or inanimate?

Yes

Are these objects available to the public through exhibition and/or research on a regular basis?

Yes

Does your institution have at least one full-time paid or unpaid staff member, or the equivalent combination of part-time staff, whose responsibilities relate solely to the institution's collections activities?

Yes

To the best of your knowledge, can assessors review the entire collection and buildings within a two-day site visit? (consider all buildings that house collections, including any off-site storage)

Yes

Page: Budget

Budget

General Operating Budget

600,000.00

Page: Staff

Staff

Number of full-time paid staff

3

Number of full-time non-paid staff

Number of part-time paid staff

3

Number of part-time non-paid staff

3

List the key staff (paid and volunteer) who work with collections and exhibitions, along with their average hours per week. Since job titles vary among institutions, please briefly explain each staff member's responsibilities.

Staff Member #1

Name

Karen Mattson

Title

Museum Curator

Employment Status

Paid

Hours per week

40

Responsibilities

Care and oversight of collections and exhibits

Staff Member #2

Name

Benjamin MacBean

Title

Librarian II Research and Archives

Employment Status

Paid

Hours per week

40

Responsibilities

Research and archives management

Staff Member #3

Name

Brent Walker

Title

Board Member/Collections Volunteer

Employment Status

Volunteer

Hours per week

10

Responsibilities

Collections Care

Staff Member #4

Name

Steven Prochter

Title

Collections Volunteer/Preparator

Employment Status

Volunteer

Hours per week

10

Responsibilities

Collections care

Staff Member #5**Name**

Scott Ferleman

Title

Volunteer

Employment Status

Volunteer

Hours per week

10

Responsibilities

Collections care/Exhibit installation

Additional Staff**Upload a list of additional relevant staff if necessary (pdf files preferred).**

No File Uploaded

Page: Goals

Goals

Goals

Develop a long-range preservation/conservation plan for collections, Improve collections care, Increase staff and board awareness of collections conservation concerns, Improve environmental conditions, Improve storage conditions, Use as a tool to obtain funding for collections care

If you selected "other" above, please elaborate.

Do you have any comments or special concerns regarding your goals for the assessment?

Page: Non-Living Collections Information

For Museums and Historic Sites

Is a significant portion of the collection held on loan, or owned by another institution?

No

Please select the range that reflects the approximate size and composition of your collection for each collection type below. Exact numbers are not expected. Please estimate to the best of your ability.

Archaeological artifacts

1,001-10,000

Arms and armor/weapons

1-100

Baskets

101-1,000

Botany (live)

Botany (herbaria)

Ceramics and glass

1,001-10,000

Digital (born digital)

101-1,000

Ethnographic artifacts

1,001-10,000

Furniture

101-1,000

Geology/ mineralogy

1-100

Industrial/ agricultural tools and equipment

1,001-10,000

Leather/ animal hides

1-100

Library/books/ archival materials

1,001-10,000

Metal objects

101-1,000

Musical instruments

1-100

Paintings

101-1,000

Paleontological specimens

1-100

Photographic materials

1,001-10,000

Science/ technology/ medicinal artifacts

1-100

Sculpture

1-100

Stone objects

101-1,000

Taxidermy

1-100

Textiles and costume

101-1,000

Time based media (film, audio recordings, etc.)

101-1,000

Transportation vehicles

1-100

Works on paper

101-1,000

Wet collections/ fluid preserved collections

1-100

Wood objects

1-100

Zoology (live)

0

Zoology (preserved)

0

Other

Total number of objects in the collection

75,000

Page: Site Information

Site Information

What is the area of the site?

1-5 acres

How many buildings hold collections storage or exhibitions?

1

Are they all on the same site?

Yes

Does your organization own all of the land and buildings it occupies?

No

Please explain.

Mendocino County owns the building but the land is leased through the City of Willits

Page: Building Information

Building Information

Complete the following section for each strcture that houses collections storage or exhibition space. Upload additional pages with the same information for each building if necessary.

Primary Building/Building #1

Building Name

Mendocino County Museum

Number of stories in building

1

Which stories include space for exhibitions?

1

Which stories include space for storage?

1

Approximate square footage or dimensions of space occupied by exhibitions

10,000

Approximate square footage or dimensions of space occupied by collections storage

20,000

Type of Structure

older building (50 years or older) built as a museum or collections space

Approximate construction date

The museum is located at 400 East Commercial Street, Willits, California 95490. The three stages of construction are a. Original Museum Facility 1972. b. Artifact Storage and Archives Annex (North Annex) 2003. c. Education & Learning Center (Redwood Empire Railroad History Project RERHP) 2003. Total area approximately 34,000 sq. ft.

Does the building have additions?

Yes

Please list approximate construction date(s) of the additions:

2003

Is this building (select all that apply):

built on a slab

This structure is used for (check all that apply):

collections, storage, exhibits (with artifacts), office space, other

please specify:

The museum building and grounds consists of: office space for staff, a workshop for exhibit construction, collections storage areas, archival storage and multiple main exhibit areas. Classroom space is leased to the local college and a library and engine house is occupied by the Roots of Motive Power non-profit organization with an MOU agreement.

Additional Information:

Building #2

Building Name

Number of stories

Which stories include space for exhibitions?

Which stories include space for storage?

Approximate square footage or dimensions of space occupied by exhibitions:

Approximate square footage or dimensions of space occupied by collections storage:

Type of Structure

Approximate construction date

Does the building have additions?

Is this building

This structure is used for:

Additional Information:

Building #3

Building Name

Number of stories

Which stories include space for exhibitions?

Which stories include space for storage?

Approximate square footage or dimensions of space occupied by exhibitions:

Approximate square footage or dimensions of space occupied by collections storage:

Type of Structure

Approximate construction date

Does the building have additions?

Is this building

This building is used for

Additional Information:

Additional Buildings

If your site contains more than three structures that house collections, please upload a document that lists all additional structures. Please include all information requested above for each structure.

No File Uploaded

Additional Information

Explain the significance of your organization's collections and how they are used.

The Mendocino County Museum collection contains over 75,000 objects chronicling and celebrating the peoples, communities, culture, and history of our county. Our collection represents a range of objects including: agricultural equipment, rolling stock, fine art, basketry, tools, archaeological collections, textiles, photography and archival material. We are dedicated to preserving and interpreting our collections for the education, benefit, and enjoyment of County residents and visitors. We are pleased to introduce a searchable database for our collections. Making our artifacts and archives accessible online is an ongoing project. The Mendocino County Museum offers access to view non-exhibited artifacts, archival materials, and reference materials to all members of the public by appointment. Additionally our team assists the public with research inquiries regarding items from our collection and archives. Mendocino County Museum has both Permanent or Accessioned Collections and Use or Non-Accessioned Collections. The Mendocino County Museum Collections Policy identifies what items are collected, professional museum management standards used to care for the collection, and respective roles and responsibilities of staff in regard to the care and management of the Museum's collections. The museum is open to the public 5 days per week. The museum has a history of providing group tours, school tours, and a variety of educational programming throughout the year. The museum provides a combination of permanent and rotating exhibits for the public to view.

What are your biggest concerns regarding the collection?

The museum experienced a series of hardships over the past 10 years that included vacant curatorial staff positions, a roof collapse and mold and moth outbreak. New staff has focused on recovery and has reached numerous goals set for the collection. The museum now needs assistance prioritizing collection preservation projects for the future to ensure that time sensitive preservation projects are identified. After establishing a Collections Management Policy, approved by our governing body in 2018, staff would like to now establish a comprehensive procedures guide to promote best care of the collection and to encourage increased volunteerism in collections. Staff is interested in creating a plan for the long term care, storage and digitization of the media collection which includes, slides, negatives, photographs, oral histories and films. Only a small portion of this collection is digitized and a digitization and storage plan is needed. After the moth infestation staff and volunteers have been freezing the textile collection. This collection needs to be rehoused and hepa-vaccumed. There are several other collections that merit evaluation. Having clear procedures in place coupled with clear priorities would improve the staffs ability to improve care for the collection and provide tools necessary to expand train their team.

How does this proposed assessment fit into the institution's overall preservation goals?

Our staff has been working hard to improve collections care. Our main goal for three years has been to increase accessibility and improve storage conditions. We have established an integrated Pest Management system, erected over 24 pallet racks and shelving units, separated all non-collection storage from the collections area, frozen 125 boxes of textiles to eliminate moths, designated space to house textiles separately from other collections, installed Hobo monitors to record temperature and humidity of our exhibits and storage space, have been photographing objects and entering information into our data base. We are now in a place where our collections can be physically inspected by an outside entity. Our collections are ready for a higher level of planning and consideration and we are at a level of organization where detailed procedures can be followed. (this was previously not the case as the space was not physically accessible and our collections storage area and appropriate work spaces and policies were not established). Staff recognizes that with limited time and resources it is imperative that we identify what collections require immediate attention so that appropriate projects are identified. Having the support of an outside entity would lend credibility to our goals and equip us with additional tools to educate all staff, our MAB board, Board of Supervisory and fellow county employees about the needs and potential goals for the museum collection. This shared information could improve our ability to work together as we create a strategic plan for our organization.

Page: Proof of Nonprofit Status

Proof of Nonprofit Status

Nonprofit organizations:

Submit a copy of the federal IRS letter indicating the institution's eligibility for nonprofit status under the application provisions of the Internal Revenue Code of 1954, as amended

NOTE: If the name or TIN on the IRS letter differs from the applicant institution because the IRS letter of a parent organization is being used (as with a university museum), submit a letter explaining the relationship between the two organizations on the parent organization's letterhead and signed by an official at the parent organization (for example, a provost). This letter must be submitted in addition to the IRS letter of the parent organization

Institutions that are a unit of local, state, or tribal government:

Submit a letter identifying the institution as a unit of government on that government entity's letterhead and signed by an official at that unit of government.

FAIC will not accept a letter of sales tax exemption or a copy of the institution's tax returns as proof of nonprofit status.

Click to select a file to upload

No File Uploaded

You will only be able to upload a single file. If you wish to upload multiple documents, please combine them into a single file before uploading. For assistance, contact CAP staff at cap@culturalheritage.org or 202-750-3346.

Page: Certification

Certification

Participants in the Collections Assessment for Preservation program must obtain the approval of their board or governing body before applying to the program. To demonstrate this approval, please provide the contact information of a board or governing body official who will serve as the Authorizing Official in the spaces below. The Authorizing Official should be an executive member of the organization's governing body, the head of the sponsoring organization, or the government official responsible for oversight of the institution. The Authorizing Official should be different from the project contact.

In the event that FAIC staff is unable to reach the institution's staff for questions about the CAP application or the organization's participation in the program, the Authorizing Official listed below will be contacted.

Salutation

First and Last Name

Karen

Phone Number

Email Address

When the application is complete:

- download and print the Certification document found [here](#)
- obtain an original signature of the Authorizing Official where indicated
- scan the Certification (saved as a pdf, if possible) and upload the file below

Select and Upload Signed Certification

No File Uploaded



Mendocino County Board of Supervisors Agenda Summary

Item #: 4n)

To: Board of Supervisors

From: General Services

Meeting Date: September 14, 2021

Department Contact: Janelle Rau

Phone: 463-4441

Department Contact: Doug Anderson

Phone: 234-6054

Department Contact: Matthew Kiedrowski

Phone: 234-6885

Department Contact: Jenine Miller

Phone: 472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Approving, Authorizing and Directing the Execution and Delivery of Documents as Part of the Development of the Measure B Crisis Residential Treatment Facility located at 621 and 641 South Orchard Avenue in Ukiah including (1) a Quitclaim Deed for a Lot Line Adjustment Between the Two County Parcels, and (2) a Utility Easement in Favor of the City of Ukiah, and Authorizing and Approving Other Actions and Matters Related Thereto

Recommended Action/Motion:

Adopt Resolution approving, authorizing and directing the execution and delivery of documents as part of the development of the Measure B Crisis Residential Treatment Facility located at 621 and 641 South Orchard Avenue in Ukiah including (1) a quitclaim deed for a lot line adjustment as between the two County parcels, and (2) a Utility Easement in favor of the City of Ukiah, and authorizing and approving other actions and matters related thereto; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Acquisition of the real property parcels (APN 002-340-48 and 002-340-50) at 631 South Orchard Avenue from Redwood Community Services on September 11, 2019.

Approval of the Crisis Residential Treatment (CRT) Project to be constructed on the above mentioned parcels on South Orchard Avenue in Ukiah and approval of award of a construction contract for construction of the Crisis Residential Treatment Facility at that location.

Summary of Request:

The County acquired the current CRT parcels and approved construction of the CRT project that spanned both parcels. In the process of securing approvals for Orchard Avenue right of way improvements and utility services from the City of Ukiah, the City requested that the County modify the parcels so the improvement comply with City planning and zoning standards that requires construction to be on a single parcel.

Governmental agencies are not necessarily exempt from the provisions of the Subdivision Map Act. As such, and in the interest of working with the City as a partner on this project, County staff considered two options: a merger of the two existing lots into a single parcel or a lot line adjustment to conform to the City's

Item #: 4n)

standards. County staff believes the lot line adjustment provides maximum flexibility for future use of the property, as any disposition of the lot not developed by the CRT would provide the purchaser with a lot conforming to City standards.

The specific instruments to be executed and recorded include a quitclaim deed that implements the lot line adjustment and a utility easement in favor of the City of Ukiah for maintenance of their utility facilities. In addition, Redwood Community Services is being asked to abandon a portion of their existing easement across the County Property, which is where the CRT building has been constructed.

Upon adoption of this resolution and execution of the documents, the deed and easement will be recorded by the County Clerk-Recorder and disseminated as noted.

Alternative Action/Motion:

Do not adopt resolution; provide direction to staff.

Supervisory District: District 2

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: BU 1713

current f/y cost: N/A

annual recurring cost: N/A

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

budget clarification: N/A

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

CEO Liaison: Darcie Antle, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status:**Adopted**

Executed Item Type: **Resolution** Number: 21

-134



RESOLUTION NO. 21-134

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO APPROVING, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF DOCUMENTS AS PART OF THE DEVELOPMENT OF THE MEASURE B CRISIS RESIDENTIAL TREATMENT FACILITY LOCATED AT 621 AND 641 SOUTH ORCHARD AVENUE IN UKIAH, INCLUDING (1) A QUITCLAIM DEED FOR A LOT LINE ADJUSTMENT BETWEEN THE TWO COUNTY PARCELS AND (2) A UTILITY EASEMENT IN FAVOR OF THE CITY OF UKIAH, AND AUTHORIZING AND APPROVING OTHER ACTIONS AND MATTERS RELATING THERETO

WHEREAS, in connection with the development of the Measure B Crisis Residential Treatment ("CRT") Facility located at 621 and 641 South Orchard Avenue in Ukiah, the City of Ukiah requested a lot line adjustment so that the parcels conform to County standards and a public utility easement for the City's electric utilities serving the development; and

WHEREAS, pursuant to Government Code section 23004, the County has the authority to manage, sell, lease or otherwise dispose of its property as the interests of its inhabitants require; and

WHEREAS, Government Code section 25526.6 authorizes the Board to grant or convey interests in County real property, including easements, upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict with or interfere with the use of the property by the County; and

WHEREAS, there have been presented to this meeting proposed forms of the quitclaim deed for the lot line adjustment and the public utility easement to the City of Ukiah.

NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED, by the Board of Supervisors of the County of Mendocino (the "Board"), as follows:

Section 1. Findings and Determinations. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Government Code Section 23004. The Board hereby finds that the lot line adjustment effectuated by the quitclaim deed is necessary and appropriate to conform to real property development standards and provide maximum flexibility for use of the parcels in the future.

Section 3. Government Code Section 25526.6. The Board hereby finds that the conveyance of the public utility easement authorized by this Resolution are in the public interest and will not substantially conflict with or interfere with the use of the property by the County, as the easements will assist the County in developing its property for County purposes, namely, the construction of the CRT Facility.

Section 4. Approval of Documents. The Board hereby approves, authorizes and directs the execution and delivery of the quitclaim deed and the public utility easement in substantially the respective forms on file with the Clerk to the Board. The Designated Officers, and each of them acting alone, are hereby authorized and directed to execute, and the Clerk to the Board is hereby authorized and directed to attest and affix the seal of the County to, the final form of such documents for and in the name and on behalf of the County. The County hereby authorizes the delivery and recordation of such documents.

Section 5. Designated Officer, General Authorization. The County's Chief Executive

Officer or General Services Agency Director, or his or her designee (each, a "Designated Officer"), and each of them acting alone or together, are hereby authorized and directed, for and in the name of and on behalf of the County, to take such actions, and to execute such agreements, documents, instruments, and certificates as may be necessary to effectuate the purposes of this Resolution.

Section 6. Ratification of Actions. All actions heretofore taken by any officers, employees or agents of the County with respect to the execution and delivery of the quitclaim deed and the public utility easement, are hereby approved, confirmed and ratified.

Section 7. Official Actions. The Designated Officers are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions, including execution and delivery of any and all notices, consents, instruments of conveyance and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the execution and delivery of the quitclaim deed and the public utility easement.

Section 8. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 2021, by the following vote:

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

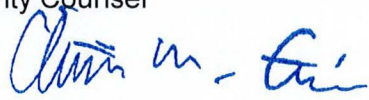
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

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

RECORDING REQUESTED BY:
The County of Mendocino

AND WHEN RECORDED MAIL THIS DEED
AND UNLESS OTHERWISE SHOWN BELOW
MAIL TAX STATEMENTS TO:
County of Mendocino, Executive Office
501 Low Gap Rd., Room 1010
Ukiah, CA 95482

Exempt from Recording fee (Govt. Sec. 27383)
Exempt from Transfer Tax (Rev. & Tax sec.11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN's: 002-340-480 & 002-340-50

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The County of Mendocino, hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to:
The County of Mendocino

All right, title and interest in the real property situated in the City of Ukiah, County of
Mendocino, State of California as described below:

SEE EXHIBITS "A", "B" & "C", ATTACHED HERETO AND MADE A PART HEREOF

Dated: _____

By: _____

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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 _____ (Seal)

Exhibit "A"
Legal Description

All that certain real property situated in the City of Ukiah, County of Mendocino, State of California, Recorded in Document No. 2019-11900 Mendocino County Records, being more particularly described as follows:

Tract One:

Commencing at the northwest corner of Lot B1 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; Thence along the north line of said Lot B1 and Lot B2 of said map, North 84°54'11" East, 184.81 feet; Thence leaving said north line, South 05°16'45" East, 68.35 feet to the **True Point of Beginning**; Thence parallel with the south line of said Lot B1, South 84°40'59" West 184.81 feet to a point on the west line of said Lot B1; Thence along said west line, South 05°16'45" East 174.94 feet to the south west corner of said Lot B1; Thence along the south line of said Lot B1 and Lot B2, North 84°40'59" East 184.81 feet; Thence leaving said south line, North 05°16'45" West 174.94 feet to the point of beginning.

Being all of APN 002-340-48 &
A portion of APN 002-340-50

Tract Two:

A non-exclusive easement for ingress, egress, public utilities and drainage purposes over the area described below:

BEGINNING at the northwest corner of Lot B1 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; thence along the west line of said Lot B1, South 05°16'45" East, 25.00 feet; thence leaving said west line, North 84°54'11" East, 131.92 feet; thence along a curve to the right with a radius of 35.00 feet, a central angle of 89°49'04" and an arc length of 54.87 feet; thence South 05°16'45" East, 57.47 feet; thence South 84°40'59" West, 166.81 feet to a point on the west line of said Lot B1; thence along said west line, South 05°16'45" East, 24.00 feet; thence leaving said west line, North 84°40'59" East, 166.81 feet; thence South 05°16'45" East, 50.00 feet; thence South 84°40'59" West, 34.00 feet; thence South 05°16'45" East, 25.00 feet to a point on the south line of said Lot B1; thence along the south line of said Lot B1 and Lot 82 of said map, North 84°40'59" East, 64.00 feet; thence leaving said south line, North 05°16'45" West, 152.00 feet; thence North 84°43'15" East 17.19 feet; thence North 05°16'45" West, 84.19 feet; thence South 84°54'11" West, 214.00 feet to a point on the west line of Lot A1 of said map; thence along said west line, South 05°16'45" East, 20.00 feet to the Point of Beginning.

Tract Three:

A non-exclusive easement for drainage purposes over the area described below: BEGINNING at the southeast corner of Lot 83 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; thence along the south line of Lot B2 and B3 of said map, South 84°40'59" West, 296.25 feet; thence leaving said south line, North 05°16'45" West, 10.00 feet; thence North 84°40'59" East, 296.74 feet to a point on the east of said Lot B3; thence along said east line, South 02°29'45" East, 10.01 feet to the Point of Beginning.

Exhibit "B"
Legal Description

All that certain real property situated in the City of Ukiah, County of Mendocino, State of California, Recorded in Document No. 2019-11900 Mendocino County Records, being more particularly described as follows:

Tract One:

Commencing at the northwest corner of Lot B1 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; said point being the **True Point Of Beginning**; Thence along the north line of said Lot B1 and Lot B2 of said map, North 84°54'11" East, 184.81 feet; Thence leaving said north line, South 05°16'45" East, 68.35 feet; Thence parallel with the south line of said Lot B1, South 84°40'59" West 184.81 feet to a point on the west line of said Lot B1; Thence along said west line, North 05°16'45" West 69.06 feet to the Point of beginning.

Being a portion of APN 002-340-50

Tract Two:

A non-exclusive easement for ingress, egress, public utilities and drainage purposes over the area described below:

BEGINNING at the northwest corner of Lot B1 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; thence along the west line of said Lot B1, South 05°16'45" East, 25.00 feet; thence leaving said west line, North 84°54'11" East, 131.92 feet; thence along a curve to the right with a radius of 35.00 feet, a central angle of 89°49'04" and an arc length of 54.87 feet; thence South 05°16'45" East, 57.47 feet; thence South 84°40'59" West, 166.81 feet to a point on the west line of said Lot B1; thence along said west line, South 05°16'45" East, 24.00 feet; thence leaving said west line, North 84°40'59" East, 166.81 feet; thence South 05°16'45" East, 50.00 feet; thence South 84°40'59" West, 34.00 feet; thence South 05°16'45" East, 25.00 feet to a point on the south line of said Lot B1; thence along the south line of said Lot B1 and Lot 82 of said map, North 84°40'59" East, 64.00 feet; thence leaving said south line, North 05°16'45" West, 152.00 feet; thence North 84°43'15" East 17.19 feet; thence North 05°16'45" West, 84.19 feet; thence South 84°54'11" West, 214.00 feet to a point on the west line of Lot A1 of said map; thence along said west line, South 05°16'45" East, 20.00 feet to the Point of Beginning.

Tract Three:

A non-exclusive easement for drainage purposes over the area described below: BEGINNING at the southeast corner of Lot 83 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; thence along the south line of Lot B2 and B3 of said map, South 84°40'59" West, 296.25 feet; thence leaving said south line, North 05°16'45" West, 10.00 feet; thence North 84°40'59" East, 296.74 feet to a point on the east of said Lot B3; thence along said east line, South 02°29'45" East, 10.01 feet to the Point of Beginning.



Bradley A. Thomas, PLS 5520

My License Expires: 9/30/2022

File No. 7746.28

5, April 2021

Page 1 of 1



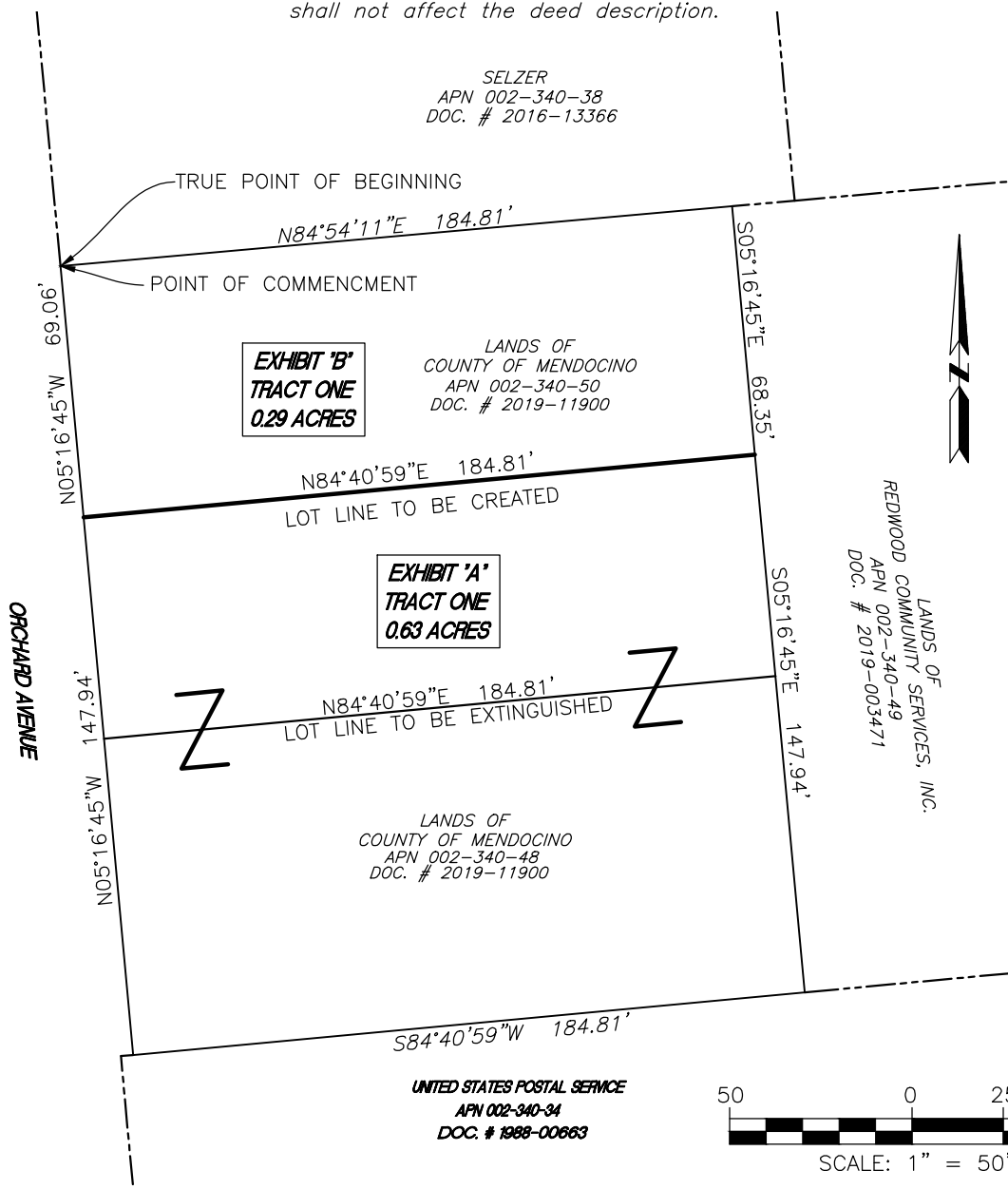
LACO



EXHIBIT 'C'

*This sketch is for graphical purposes only.
Any errors or omissions on this sketch
shall not affect the deed description.*

SELZER
APN 002-340-38
DOC. # 2016-13366



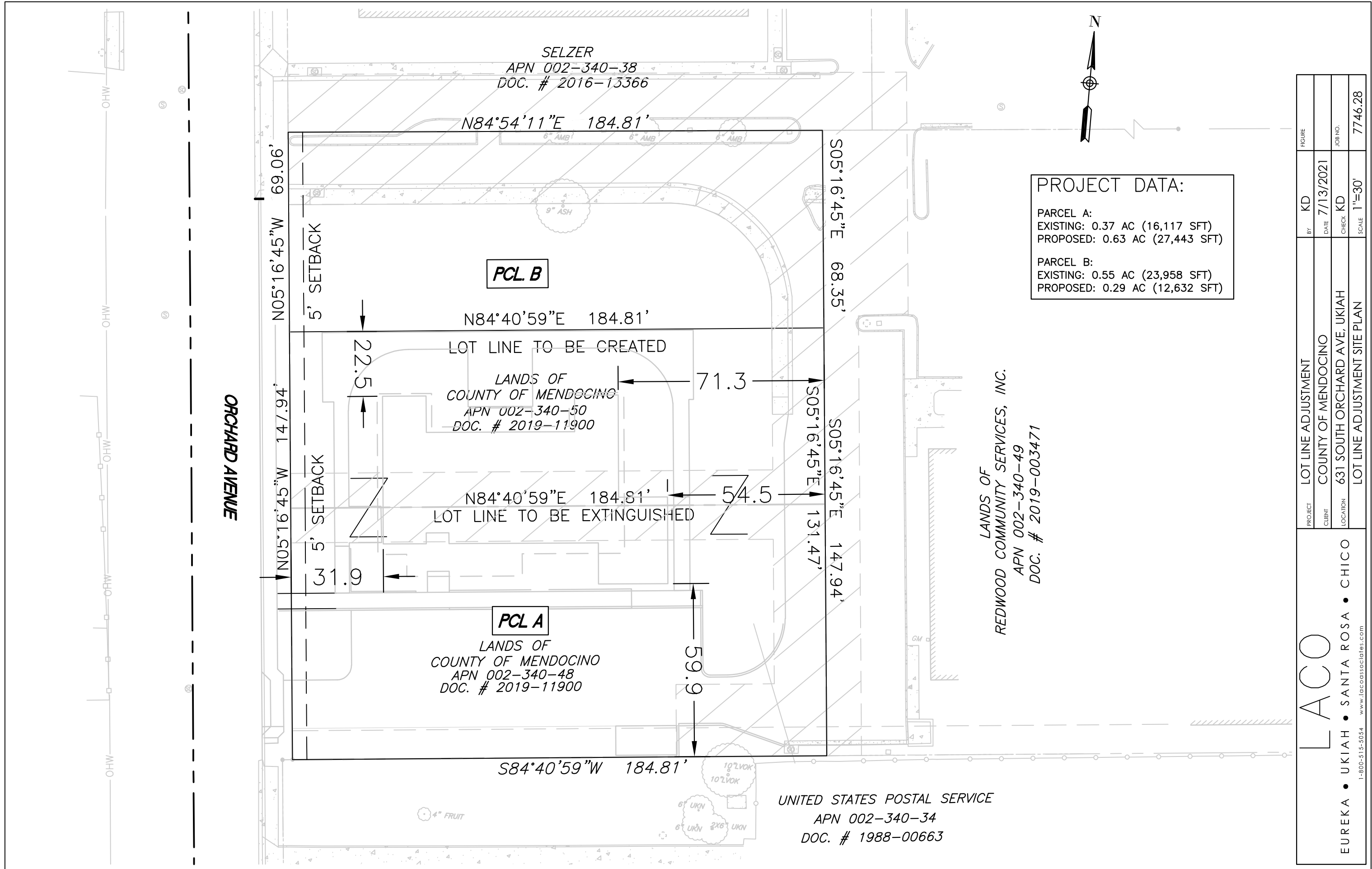
LEGEND

- SUBJECT BOUNDARY
- LOT LINE TO BE EXTINGUISHED
- LOT LINE TO BE CREATED
- ADJOINER LOT LINE



LOT LINE ADJUSTMENT LANDS OF COUNTY OF MENDOCINO

APN 002-340-48,50
MENDOCINO COUNTY CALIFORNIA
SCALE 1"=50' APRIL 2021
BY
LACO ASSOCIATES
1-800-515-5054 www.lacoassociates.com
JOB# 7746.28 SHEET 1 OF 1



PROJECT DATA:

PARCEL A:
EXISTING: 0.37 AC (16,117 SFT)
PROPOSED: 0.63 AC (27,443 SFT)

PARCEL B:
EXISTING: 0.55 AC (23,958 SFT)
PROPOSED: 0.29 AC (12,632 SFT)

LANDS OF
REDWOOD COMMUNITY SERVICES, INC.
APN 002-340-49
DOC. # 2019-003471

UNITED STATES POSTAL SERVICE
APN 002-340-34
DOC. # 1988-00663

PROJECT		LOT LINE ADJUSTMENT	BY	FIGURE
CLIENT		COUNTY OF MENDOCINO	KD	
LOCATION		631 SOUTH ORCHARD AVE, UKIAH	DATE	
		LOT LINE ADJUSTMENT SITE PLAN	7/13/2021	
			CHECK	
			KD	
			SCALE	
			1"=30'	
				7746.28

LACO

EUREKA • UKIAH • SANTA ROSA • CHICO

1-800-515-5054 www.lacoassociates.com

RESOLUTION NO. 21-134

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO APPROVING, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF DOCUMENTS AS PART OF THE DEVELOPMENT OF THE MEASURE B CRISIS RESIDENTIAL TREATMENT FACILITY LOCATED AT 621 AND 641 SOUTH ORCHARD AVENUE IN UKIAH, INCLUDING (1) A QUITCLAIM DEED FOR A LOT LINE ADJUSTMENT BETWEEN THE TWO COUNTY PARCELS AND (2) A UTILITY EASEMENT IN FAVOR OF THE CITY OF UKIAH, AND AUTHORIZING AND APPROVING OTHER ACTIONS AND MATTERS RELATING THERETO

WHEREAS, in connection with the development of the Measure B Crisis Residential Treatment ("CRT") Facility located at 621 and 641 South Orchard Avenue in Ukiah, the City of Ukiah requested a lot line adjustment so that the parcels conform to County standards and a public utility easement for the City's electric utilities serving the development; and

WHEREAS, pursuant to Government Code section 23004, the County has the authority to manage, sell, lease or otherwise dispose of its property as the interests of its inhabitants require; and

WHEREAS, Government Code section 25526.6 authorizes the Board to grant or convey interests in County real property, including easements, upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict with or interfere with the use of the property by the County; and

WHEREAS, there have been presented to this meeting proposed forms of the quitclaim deed for the lot line adjustment and the public utility easement to the City of Ukiah.

NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED, by the Board of Supervisors of the County of Mendocino (the "Board"), as follows:

Section 1. Findings and Determinations. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Government Code Section 23004. The Board hereby finds that the lot line adjustment effectuated by the quitclaim deed is necessary and appropriate to conform to real property development standards and provide maximum flexibility for use of the parcels in the future.

Section 3. Government Code Section 25526.6. The Board hereby finds that the conveyance of the public utility easement authorized by this Resolution are in the public interest and will not substantially conflict with or interfere with the use of the property by the County, as the easements will assist the County in developing its property for County purposes, namely, the construction of the CRT Facility.

Section 4. Approval of Documents. The Board hereby approves, authorizes and directs the execution and delivery of the quitclaim deed and the public utility easement in substantially the respective forms on file with the Clerk to the Board. The Designated Officers, and each of them acting alone, are hereby authorized and directed to execute, and the Clerk to the Board is hereby authorized and directed to attest and affix the seal of the County to, the final form of such documents for and in the name and on behalf of the County. The County hereby authorizes the delivery and recordation of such documents.

Section 5. Designated Officer, General Authorization. The County's Chief Executive

Officer or General Services Agency Director, or his or her designee (each, a "Designated Officer"), and each of them acting alone or together, are hereby authorized and directed, for and in the name of and on behalf of the County, to take such actions, and to execute such agreements, documents, instruments, and certificates as may be necessary to effectuate the purposes of this Resolution.

Section 6. Ratification of Actions. All actions heretofore taken by any officers, employees or agents of the County with respect to the execution and delivery of the quitclaim deed and the public utility easement, are hereby approved, confirmed and ratified.

Section 7. Official Actions. The Designated Officers are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions, including execution and delivery of any and all notices, consents, instruments of conveyance and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the execution and delivery of the quitclaim deed and the public utility easement.

Section 8. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 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

RECORDING REQUESTED BY:
The County of Mendocino

AND WHEN RECORDED MAIL THIS DEED
AND UNLESS OTHERWISE SHOWN BELOW
MAIL TAX STATEMENTS TO:
County of Mendocino, Executive Office
501 Low Gap Rd., Room 1010
Ukiah, CA 95482

Exempt from Recording fee (Govt. Sec. 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN's: 002-340-48 & 002-340-50

**GRANT DEED
EASEMENT ABANDONMENT**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Redwood Community Services, Inc.

hereby RELEASES AND FOREVER ABANDONS to:

The County of Mendocino

The following described Easement situated in the City of Ukiah, County of Mendocino, State of California as described below:

SEE EXHIBITS "A", ATTACHED HERETO AND MADE A PART HEREOF

Dated: _____

By: _____

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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 _____ (Seal)

Exhibit "A"
Legal Description
Easement Abandonment

All that certain easement as situated in the City of Ukiah, County of Mendocino, State of California, being more particularly described as follows:

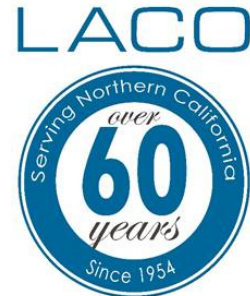
An abandonment of a portion of a non-exclusive easement for ingress, egress, public utilities, and drainage purposes as described in Document No. 2019-1190 Mendocino County records, over the area described below:

Commencing at the northwest corner of Lot B1 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; Thence along the western line of said Lot B1 South 05°16'42" East 118.00 feet to the **True Point of Beginning**; Thence leaving said west line North 84°40'59" East 166.81 feet; Thence South 05°16'45" East 24.00 feet; Thence South 84°40'59" West 166.81 feet to the said west line of Lot B1; Thence along said west line North 05°16'45" West 24.00 feet to the Point of Beginning.

APN's: 002-340-48 & 002-340-50

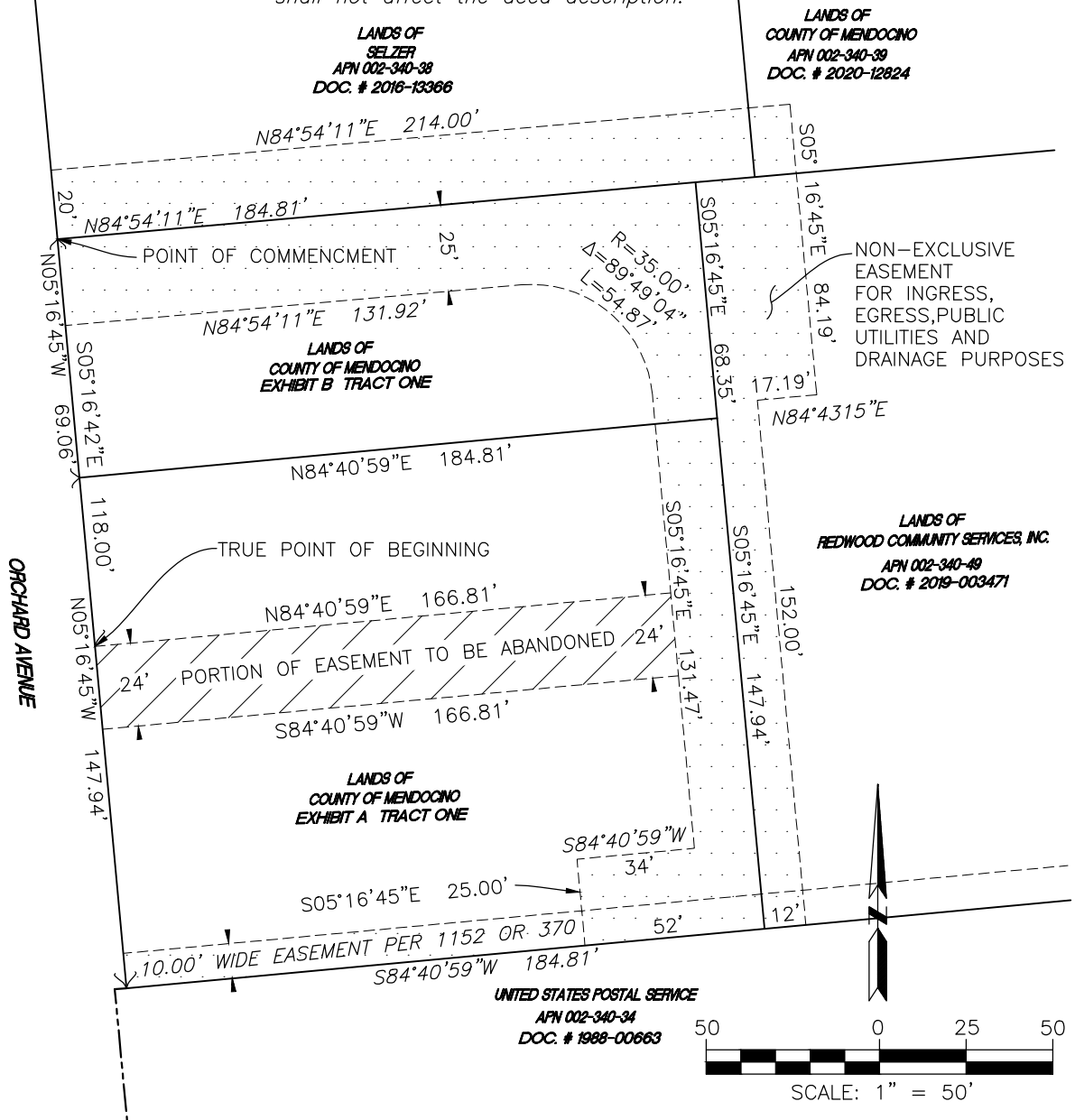


Bradley A. Thomas, PLS 5520
My License Expires: 9/30/2022
File No. 7746.28
6 April 2021
Page 1 of 1



SKETCH TO ACCOMPANY EXHIBIT 'A'

This sketch is for graphical purposes only.
Any errors or omissions on this sketch
shall not affect the deed description.



LEGEND

- SUBJECT BOUNDARY LINE
- - - ADJOINER BOUNDARY LINE
- EXISTING EASEMENT
- ▨ PORTION OF EXISTING EASEMENT TO BE ABANDONED



ABANDONMENT OF A PORTION OF EASEMENT

LANDS OF COUNTY OF MENDOCINO

APN 002-340-38,39,49,xx,xx
MENDOCINO COUNTY CALIFORNIA
SCALE 1"=50' APRIL 2021

BY
LACO ASSOCIATES
1-800-515-5054 www.lacoassociates.com
JOB# 7746.28 SHEET 1 OF 1

**RECORDING REQUESTED BY
AND MAIL TO:**

City of Ukiah, City Clerk
300 Seminary Avenue
Ukiah, CA 95482
No fee pursuant to Government
Code Section 6103 and the value is less than \$100.00

GRANT OF EASEMENT

THE COUNTY OF MENDOCINO ("GRANTOR(S)"), do hereby grant to the City of Ukiah, a Municipal Corporation, ("GRANTEE"), its successors and assigns forever, a non-exclusive easement for public utility purposes, over, under, and through land situated in the City of Ukiah, Mendocino County, California, owned by Grantor and which is described as follows:

ALL THAT CERTAIN REAL PROPERTY situated in the City of Ukiah, County of Mendocino, State of California, more particularly described in Exhibit "A" and as shown On Exhibit "B" attached hereto and made a part hereof.

Said grant of easement includes the right to use, construct, reconstruct, repair, replace, maintain, and inspect public utilities consisting of electrical, cable and telecommunications which includes, but is not limited to, conduits, cables, manholes, vaults, utility poles, guying equipment, and semi buried or ground mounted facilities such as pads, transformers, cable or communication pedestal(s), and other necessary or convenient facilities across, along, in, upon and under the property; and the right to erect, maintain, and replace signs and markers warning of the location of said facilities and utilities; and the right to survey within said easement and to place or replace surveying stakes and monuments of a permanent nature therein.

Name

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 _____, before me, _____,
Notary Public, personally appeared, _____,
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 signatures 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

CERTIFICATE OF ACCEPTANCE

Tills is to certify that the interest in real property conveyed by the Grant of Easement dated _____ from: _____ to the City of Ukiah, general law municipal corporation is hereby accepted by order of the undersigned officer on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on February 1, 1961, and the Grantee consents to recordation thereof by its duly authorized officer. This document is presented for recordation by the City of Ukiah pursuant to Section 27281 of the Government Code.

By: _____
Sage Sangiacomo, City Manager

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

On _____, before me, _____,
Notary Public, personally appeared, _____,
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 signatures 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

Exhibit "A"

Legal Description Electric Utility Easement

All that certain real property situated in the City of Ukiah, County of Mendocino, State of California, being more particularly described as follows:

An electric utility easement being a 5.00 feet wide strip of land lying 2.50 feet of each side of the following described centerline:

Commencing at the southwest corner of Lot B1 as shown on the Parcel Map recorded in Map Case 2, Drawer 54, Pages 14-15, Mendocino County Records; Thence along the south line of said Lot B1 North 84°40'059" West 120.47 feet to the **True Point of Beginning**; Thence leaving said south line North 06°38'51" East 75.39 feet to a point hereinafter referred to as Point "A"; Thence South 85°36'00" West 23.82 feet to a Point of Terminus of said centerline; Thence **Returning to** aforementioned Point "A"; Thence North 54°33'08" East 25.10 feet to a point hereinafter referred to as Point "B" also being a Point of Terminus of said centerline.

Together with an electric utility easement encompassing all that certain real property situated in the City of Ukiah, County of Mendocino, State of California, being more particularly described as follows:

Returning to aforementioned Point "B; Thence from said Point "B" South 05°14'42" East 1.33 feet; Thence North 84°39'56" East 10.00 feet; Thence North 05°14'42" West 10.00 feet; Thence South 84°39'56" West 10.00 feet; Thence South 05°14'42" East 3.60 feet to a point hereinafter referred to as Point "C"; Thence South 05°14'42" East 5.08 feet to said Point "B".

Together with an electric utility easement being a 5.00 feet wide strip of land lying 2.50 feet of each side of the following described centerline:

Returning to aforementioned Point "C"; Thence South 86°05'48" West 22.61 feet; Thence North 04°39'50" West 55.95 feet to a Point of Terminus of said centerline also being a point on the northerly line of Exhibit "A" Tract One, Lands of Mendocino County.

The sidelines of the 5.00 feet wide strip of land to be lengthened or shortened to points of intersection.

Excepting any portion herein described electric utility easement that would fall within a building.

See also Exhibit B Sketch.



Bradley A. Thomas, PLS 5520
My License Expires: 9/30/2022
File No. 7746.28
6, April 2021
Page 1 of 1

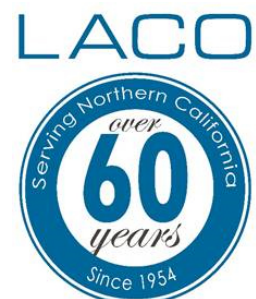
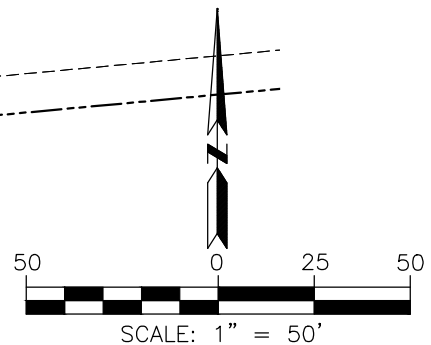
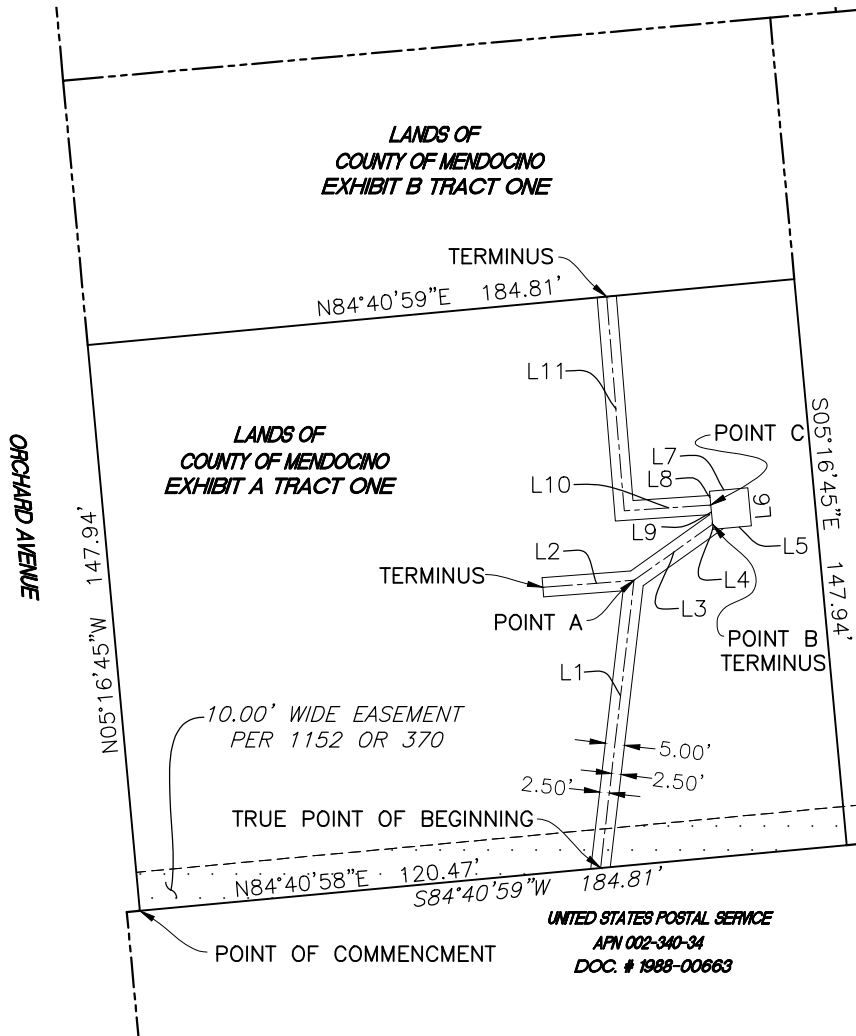


EXHIBIT 'B'

This sketch is for graphical purposes only.
Any errors or omissions on this sketch
shall not affect the deed description.

Line Table		
Line #	Direction	Length
L1	N06° 38' 51"E	75.39'
L2	S85° 36' 00"W	23.82'
L3	N54° 33' 08"E	25.10'
L4	S05° 14' 42"E	1.33'
L5	N84° 39' 56"E	10.00'
L6	S05° 14' 42"E	10.00'
L7	S84° 39' 56"W	10.00'
L8	S05° 14' 42"E	3.60'
L9	S05° 14' 42"E	5.08'
L10	S86° 05' 48"W	22.61'
L11	N04° 39' 50"W	55.95'



LEGEND

- SUBJECT BOUNDARY
- - - ADJOINER LOT LINE
- - - - CENTERLINE EASEMENT
- EASEMENT BOUNDARY
- □ □ □ EXISTING EASEMENT



ELECTRIC UTILITY EASEMENT ENCUMBERING THE LANDS OF COUNTY OF MENDOCINO

APN 002-340-XX
MENDOCINO COUNTY CALIFORNIA
SCALE 1"=50' APRIL 2021

BY
LACO ASSOCIATES
1-800-515-5054 www.lacoassociates.com
JOB# 7746.28 SHEET 1 OF 1



Mendocino County Board of Supervisors Agenda Summary

Item #: 40)

To: Board of Supervisors

From: Human Resources

Meeting Date: September 14, 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: Probation Department, Budget Unit 2560; Add 3.0 FTE Deputy Probation Officer II

Recommended Action/Motion:

Adopt Resolution amending Position Allocation Table as follows: Probation Department, Budget Unit 2560; Add 3.0 FTE Deputy Probation Officer II; 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 item to allocate three full time equivalency (3.0 FTE) positions to Probation, Budget Unit 2560 is a result of the March 25, 2021 California Supreme Court, *In re Humphrey* Ruling which mandates that judges consider a person's ability to pay when setting bail amounts and sets related detention restrictions; this will require pre-trial risk and needs assessments be conducted. In order to comply with the mandates of the Humphrey ruling and implement a comprehensive Pretrial Release program, the Probation Department is requesting additional Deputy Probation Officers.

The current year fiscal impact and annual recurring costs shown below reflect wages (including cost of benefits) at Step 5 of 3.0 FTE Deputy Probation Officer II.

Alternative Action/Motion:

Do not adopt recommendations and direct staff.

How Does This Item Support the General Plan? The proposal is supportive of the delivery of programs and

Item #: 40)

services to communities in an integrated, coordinated and equitable manner. This position would be supportive in the ability of the County to deliver services to the public.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 2560

current f/y cost: \$366,570 (*increase*)

annual recurring cost: \$417,658

budget clarification: Anticipated funding from the Governor's 2021-22 Budget for expansion of Pretrial Re. Program.

budgeted in current f/y: No

if no, please describe: State Funds

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status: **Adopted**

Executed Item Type: **Resolution** **Number:** 21
-135



RESOLUTION NO. 21-135

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 Probation Department requires additional staffing in order to implement a comprehensive pretrial release program in compliance with the mandates of the *In re Humphrey* ruling; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorizes the Position Allocation Table of Resolution No. 21-090 to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	BIWEEKLY RATE (Reflects Full-time)
Probation - Budget Unit 2560				

ADD:

3.0 FTE	Deputy Probation Officer II	2370	714 - MCPEA	\$2,024.00-\$2,461.60
---------	-----------------------------	------	-------------	-----------------------

The effective date of this Resolution shall be September 19, 2021, to coincide with the beginning of Pay Period 20-21

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 2021, by the following vote:

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

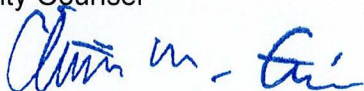
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: CARMEL J. ANGELO
Clerk of the Board



Deputy

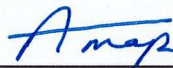
APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel



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. 21-135

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 Probation Department requires additional staffing in order to implement a comprehensive pretrial release program in compliance with the mandates of the *In re Humphrey* ruling; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorizes the Position Allocation Table of Resolution No. 21-090 to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	BIWEEKLY RATE (Reflects Full-time)
Probation - Budget Unit 2560				

ADD:

3.0 FTE	Deputy Probation Officer II	2370	714 - MCPEA	\$2,024.00-\$2,461.60
---------	-----------------------------	------	-------------	-----------------------

The effective date of this Resolution shall be September 19, 2021, to coincide with the beginning of Pay Period 20-21

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September, 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 #: 4p)

To: Board of Supervisors

From: Human Resources

Meeting Date: September 14, 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 Adopting the New or Revised Classifications and Establishing the Salary of Code Enforcement Officer I, Code Enforcement Officer II, Supervising Code Enforcement Officer, Code Enforcement Officer Manager, and Amending Position Allocation Table as Follows: Planning and Building Services, Budget Unit 2851; Add 8.0 FTE Code Enforcement Officer II, Add 2.0 Supervising Code Enforcement Officer, Add 1.0 Code Enforcement Manager; Delete 4.0 Code Enforcement Officer I, Delete 1.0 Administrative Assistant; Authorize the Reclassification and Related Pay Adjustment of Three (3) Incumbents and Y-rating of Two (2) Incumbents

Recommended Action/Motion:

Adopt Resolution adopting the new or revised classifications and establishing the salary of Code Enforcement Officer I, Code Enforcement Officer II, Supervising Code Enforcement Officer, Code Enforcement Officer Manager, and amending Position Allocation Table as follows: Planning and Building Services, Budget Unit 2851; add 8.0 FTE Code Enforcement Officer II; 2.0 Supervising Code Enforcement Officer; 1.0 Code Enforcement Manager; delete 4.0 Code Enforcement Officer I; 1.0 Administrative Assistant; authorize the reclassification and related pay adjustment of three (3) incumbents and Y-rating of two (2) incumbents; 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.

Planning and Building Services Department currently has six (6.0) full time equivalency (FTE) Code Enforcement positions allocated. In March 2021, Planning and Building Services Department requested, with Board support/direction, a re-organization and classification study of the Code Enforcement unit; additionally the department requested budget allocations to increase the number of Code Enforcement allocations to

Item #: 4p)

include 11.0 FTE Code Enforcement Officers, 2.0 FTE Supervising Code Enforcement Officers and 1.0 FTE Code Enforcement Manager. Human Resources studied the various Code Enforcement classifications. On July 21, 2021, the Civil Service Commission approved the updated and new classifications of Code Enforcement Officer I/II, Supervising Code Enforcement Officer and Code Enforcement Manager and the reclassification of affected incumbents.

The County, through Human Resources, has fulfilled its obligation under Myers-Milias Brown Act (MMBA) with the affected bargaining units.

The current year fiscal impacts and annual recurring costs shown below reflect recommended wages at Step 5 (including cost of benefits) if all positions were filled at the highest level allocated. In addition to budget allocations for FY 2021-22 in anticipation of the re-organization of Code Enforcement Unit, the department has realized salary savings this fiscal year due to vacancies throughout the department.

Alternative Action/Motion:

Do not adopt recommendation and direct staff.

How Does This Item Support the General Plan? The proposal is supportive of the delivery of programs and services to communities in an integrated, coordinated and equitable manner. This position would be supportive in the ability of the County to deliver services to the public.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 2851

current f/y cost: \$1,336,397 (\$700,985 increase)

annual recurring cost: \$1,648,066

budget clarification: N/A

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status: **Adopted**

Executed Item Type: **Resolution** Number: 21
-136



RESOLUTION NO. 21-136

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 Civil Service Commission approved new or revised classifications of Code Enforcement Officer I (*entry-level*) and II (*journey-level*), Supervising Code Enforcement Officer, and Code Enforcement Manager at its July 21, 2021 meeting; and

WHEREAS, the Civil Service Commission approved the reclassification of three (3) Code Enforcement Officer I incumbents, to Code Enforcement Officer II and one (1) Code Enforcement Officer II to Supervising Code Enforcement Officer; and

WHEREAS, the impact of the revised classification and salary recommendation of Code Enforcement Officer I results in the need for the Board to authorize the Y-rating of two (2) Code Enforcement Officer I incumbents; and

WHEREAS, Position Number 4415, Administrative Assistant was errantly allocated to Budget Unit 2851 during the Fiscal Year 2021-22 budget process; and

WHEREAS, the Code Enforcement Manager, in accordance with Management Association MOU shall receive the negotiated three percent (3%) COLA effective October 3, 2021; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby approves the reclassification and salary adjustment, or Y-rating, of incumbents as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby adopts the below classifications and salary ranges, and authorizes the Position Allocation Table of Resolution No. 21-090 to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	BIWEEKLY RATE (Reflects Full-time)
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Budget Unit 2851 – Planning and Building Services

Adopt New (Revised) Classification and Salary Range:

Code Enforcement Officer I	32	101-SEIU	\$2,076.80-\$2,526.40
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Adopt New (Revised) Classification and Salary Range and ADD:

8.0 FTE Code Enforcement Officer II	36	101-SEIU	\$2,293.60-\$2,790.40
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Adopt New Classifications and Salary Range and ADD:

2.0 FTE Supervising Code Enforcement Officer	42	101-SEIU	\$2,663.20-\$3,238.40
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1.0 FTE Code Enforcement Manager	50	330-MGT	\$3,154.40-\$3,836.00
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DELETE:

Position Nos. 2610; 3605; 3606; 4416

4.0 FTE Code Enforcement Officer I

Position No. 4415

1.0 FTE Administrative Assistant

The effective date of this Resolution shall be September 19, 2021, to coincide with the beginning of Pay Period 20-21

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September 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



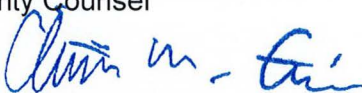
DAN GJERDE, Chair
Mendocino County Board of Supervisors


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

RESOLUTION NO. 21-136

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 Civil Service Commission approved new or revised classifications of Code Enforcement Officer I (*entry-level*) and II (*journey-level*), Supervising Code Enforcement Officer, and Code Enforcement Manager at its July 21, 2021 meeting; and

WHEREAS, the Civil Service Commission approved the reclassification of three (3) Code Enforcement Officer I incumbents, to Code Enforcement Officer II and one (1) Code Enforcement Officer II to Supervising Code Enforcement Officer; and

WHEREAS, the impact of the revised classification and salary recommendation of Code Enforcement Officer I results in the need for the Board to authorize the Y-rating of two (2) Code Enforcement Officer I incumbents; and

WHEREAS, Position Number 4415, Administrative Assistant was errantly allocated to Budget Unit 2851 during the Fiscal Year 2021-22 budget process; and

WHEREAS, the Code Enforcement Manager, in accordance with Management Association MOU shall receive the negotiated three percent (3%) COLA effective October 3, 2021; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby approves the reclassification and salary adjustment, or Y-rating, of incumbents as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby adopts the below classifications and salary ranges, and authorizes the Position Allocation Table of Resolution No. 21-090 to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	BIWEEKLY RATE (Reflects Full-time)
--------	-------------------------	---------------	--------------------	---------------------------------------

Budget Unit 2851 – Planning and Building Services

Adopt New (Revised) Classification and Salary Range:

	Code Enforcement Officer I	32	101-SEIU	\$2,076.80-\$2,526.40
--	----------------------------	----	----------	-----------------------

Adopt New (Revised) Classification and Salary Range and ADD:

8.0 FTE	Code Enforcement Officer II	36	101-SEIU	\$2,293.60-\$2,790.40
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Adopt New Classifications and Salary Range and ADD:

2.0 FTE	Supervising Code Enforcement Officer	42	101-SEIU	\$2,663.20-\$3,238.40
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1.0 FTE	Code Enforcement Manager	50	330-MGT	\$3,154.40-\$3,836.00
---------	--------------------------	----	---------	-----------------------

DELETE:

Position Nos. 2610; 3605; 3606; 4416

4.0 FTE Code Enforcement Officer I

Position No. 4415

1.0 FTE Administrative Assistant

The effective date of this Resolution shall be September 19, 2021, to coincide with the beginning of Pay Period 20-21

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14th day of September 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 #: 4q)

To: Board of Supervisors

From: Executive Office and Information Services

Meeting Date: September 14, 2021

Department Contact: Steve Dunncliff

Phone: 463-4441

Department Contact: Shari Schapmire

Phone: 234-6875

Department Contact: Lloyd Weer

Phone: 234-6080

Department Contact: Katrina Bartolomie

Phone: 234-6822

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive First Amendment to PA Agreement No. 21-132 with ClientFirst Consulting Group, LLC, DBA, ClientFirst Technology Consulting in the Amount of \$111,500 for a New Total of \$161,460 to Provide Services Related to Post GoLive Activities for the County-Wide Property Tax Software System, Through a New End Date of June 30, 2022 (Original End Date June 30, 2021)

Recommended Action/Motion:

Approve retroactive first amendment to PA agreement no. 21-132 with ClientFirst Consulting Group, LLC, DBA, ClientFirst Technology Consulting in the amount of \$111,500 for a new total of \$161,460 to provide services related to post go-live activities for the County-Wide property tax software system, through a new end date of June 30, 2022 (Original End Date June 30, 2021); and authorize the Chair to sign same.

Previous Board/Board Committee Actions:

In June 2013, the Board of Supervisors adopted the 2013-2017 County of Mendocino Capital Improvement Plan (CIP) which included the replacement of the County's County-Wide Property Tax Software System. In June 2015, the Board of Supervisors approved BOS agreement no. 15-056 for the Acquisition of County-Wide Property Tax Software System and have approved several amendments identified in the attached staff report. In November 2018 the Board of Supervisors approved the Information Technology (IT) Master Plan. Regular updates regarding IT Master Plan projects have been provided to the Board via the Quarterly Budget.

Summary of Request:

In June 2013, the Board of Supervisors adopted the 2013-2017 County of Mendocino Capital Improvement Plan (CIP) which included the replacement of the County's County-Wide Property Tax Software System. In June 2015, the Board of Supervisors approved BOS agreement no. 15-056 for the Acquisition of County-Wide Property Tax Software System and have approved several amendments identified in the attached staff report. ClientFirst has been providing the County with third party project management consulting services to assist the County with the Aumentum Property Tax Software System project implementation since the application has been determined critical for the County and due to the resources required beyond existing internal

Item #: 4q)

resources. The County went live with the Aumentum Property Tax System in February 2021. The County has identified an additional need for project management consulting services to assist with post go-live activities as implantation of additional modules continue. PA agreement no. 21-132 with ClientFirst only covered services through June 30, 2021. Since ClientFirst has extensive knowledge of this project and has already worked with both vendor representatives and Stakeholder departments, it is recommended that the Board of Supervisors approve the retroactive first amendment to PA agreement no. 21-132 with ClientFirst Consulting Group, LLC, DBA, ClientFirst Technology Consulting in the amount of \$111,500 for a new total of \$161,460.

Alternative Action/Motion:

Do not approve amendment and provide alternate direction to staff.

How Does This Item Support the General Plan?

This item does not directly tie into the General Plan; however, this item is related to Initiative 17 of the IT Master Plan for implementation of the County-wide property tax software system.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: IT Reserve

current f/y cost: \$111,500

annual recurring cost: N/A

budget clarification: Services provided in this amendment will be funded utilizing existing funds allocated in the IT Master Plan project no. IT038.

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status: **Approved**

Executed Item Type: **Agreement** Number: 21-166

Note to Department Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?

No



**FIRST AMENDMENT TO COUNTY OF MENDOCINO
PURCHASING AGENT AGREEMENT NO. PA# 21-132**

This Amendment to Agreement No. PA# 21-132 is entered into this 14th day of Sept., 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CLIENTFIRST CONSULTING GROUP, LLC, DBA, CLIENTFIRST TECHNOLOGY CONSULTING, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PA# 21-132 was entered into on February 22, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors 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 original Agreement No. PA# 21-132, from June 30, 2021 to June 30, 2022; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to amend the original Agreement No. PA# 21-132 to include the addition of services provided for post go-live activities attached to this amendment as Exhibit A; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total contract amount set out in the original Agreement No. PA# 21-132 by \$111,500 for the addition of services defined and attached to this amendment as Exhibit A, for a new total contract amount of \$161,460.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original Agreement No. PA# 21-132 will be extended from June 30, 2021 to June 30, 2022.
2. Exhibit A set out in Agreement No. PA# 21-132 will be hereby amended to include the services defined and attached to this amendment as Exhibit A.
3. The total contract amount set out in Agreement No. PA# 21-132 will be increased by \$111,500 for a new total contract amount of \$161,460.

Exhibit A Definition of Services

All other terms and conditions of Agreement No. PA# 21-132 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

[Signature] 08/20/2021

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239-IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME:

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

ClientFirst Consulting Group, LLC

980 Montecito Drive, Suite 209

Corina, CA 92879

COUNTY OF MENDOCINO

By: [Signature]

DAN GTERDE, Chair

BOARD OF SUPERVISORS SEP 15 2021

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

SEP 15 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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

By: [Signature]
Deputy

INSURANCE REVIEW:

SEP 15 2021

By: [Signature]
Risk Management
08/20/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
Deputy CEO

08/20/2021

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

EXHIBIT A

DEFINITION OF SERVICES

PROJECT BACKGROUND

CONTRACTOR has been assisting the COUNTY with the implementation of the Aumentum software since March 2019. The system is officially in production as of Friday, February 12, 2021. Continued assistance between Aumentum application vendor and key County stakeholders with pre and post Go-Live implementation tasks and project coordination are critical during the final phase of GoLive preparation, during Go Live data conversion issues resolution, and as the departments define their new processes within Aumentum in preparation for the 2021 tax roll.

In addition, several items have been deferred beyond Go Live, requiring continued coordination to ensure full-system implementation. Coordination needs are expected to continue through the 2021 calendar year.

SCOPE OF WORK

The components of an Implementation Work Plan are variable, and, as a result, we have separated the Work Plan as summarized below. General scope includes

Project Monitoring, Controlling, and Reporting:

- Scope Management
- Work Plan/Production Monitoring and Management
- Budget Monitoring
- Quality Assurance Management
- Training and Knowledge Transfer
- Data Conversion Issues Resolution
- Reports, Queries, Forms, and Analytics
- Interfaces and Integrations
- Modifications and Enhancements
- Testing and Systems Validation – *In process and significant*
- Documentation Production
- Deliverables Assurance
- Risk Management and Mitigation
- Project Communication and Information Management
- Information Repository and Sharing
- Project Team Management
- Change and Issue Management
- Post-Implementation Support Readiness

- Organizational Change Management

Project Initiation/Coordination for the Tax Sale and Case Management Modules:

- Project Coordination and Planning – Work with the COUNTY Project Team to finalize the project management plan and arrange communications, logistics, and support
- Participate in Vendor Project Kick-Off Meetings – Participate and facilitate the Vendor Project Kick-Off Meeting with Vendor and COUNTY stakeholders and Project Team members

Recurring Project Management Assistance:

- Participate in Vendor Needs Assessment Process – Attend vendor module walkthroughs, assessment, analysis workshops, and assist with review of vendor deliverables
- Participate in Vendor Status Meeting – Participate in the vendor's periodic status meeting to ask questions, make suggestions, assist, and support the COUNTY in presenting their points, express points of interest or concern
- Review Vendor Status Reports – Review the vendor's post-status meeting report and provide comments
- Assist with Periodic Internal COUNTY Status Meetings – Prepare for and conduct the periodic internal COUNTY status meetings with Functional/Module Leads and any Project Team Staff as needed
- Facilitate Information Services Lead/CONTRACTOR Debrief – A post-Internal Status Meeting debrief between the COUNTY Information Services Lead(s) and CONTRACTOR to sync up on project status, upcoming tasks, activities, and responsibilities, as well as discuss options for risk mitigation and issues resolution
- Prepare Periodic Status Summary Report (Memo) – Prepare a Status Memo using the CONTRACTOR template, which will include a summary of observations and recommendations as an outcome of the Internal Status Meeting and post-Status Meeting Debrief
- Complete Weekly Project Management Assistance and Scheduling Activities – General, miscellaneous activities, and email communications, scheduling of internal and vendor-attended meetings
- Prepare Monthly Status Summary Report (Memo) – Provide the COUNTY with a monthly status report memo, including a list of critical milestones completed, status of the project schedule and budget, and comments and recommendations related to any observed anomalies, red flags, or obvious risks that may have a negative impact on the project schedule, the quality of project deliverables, or the budget

Approach to Recurring Project Oversight:

Ongoing Project Oversight activities represent an average weekly number of hours for post-implementation service deliverable activities. CONTRACTOR will bill for these weekly hours accumulatively on a monthly basis.

CONTRACTOR will continue in the role of COUNTY's Project Manager by monitoring and overseeing the project process. It is expected that project management will be required in the post Go Live phase through at least the remainder of FY2020-21. CONTRACTOR's responsibilities would include:

- Using CONTRACTOR's project management experience to assist, make recommendations, and counsel the COUNTY's Project Manager and Implementation Project Team as issues are resolved and the remaining items are implemented
- Monitoring major project activities and milestones to ensure they are achieved on time, within budget, and that all parties fulfill their responsibilities
- Observing and reporting any anomalies, risks, or red flags that may have a negative impact on the project schedule, project/system quality, or financial budget
- Providing recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags
- Guiding the project team in their communications with and requests of the vendor
- Negotiating revised progress payment terms and post-Go-Live support with the vendor
- Making any other observations or recommendations that may improve implementation
- Acting as an observer in any performance or acceptance testing

STAFFING, FEE SUMMARY, SCOPE CHANGES AND MANAGEMENT

This proposal is a time and materials proposal not to exceed \$111,500

Hourly Rates:

Project Manager/Consultant: \$160

Partner: \$205

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in CONTRACTOR fees. If the nature or scope of work should change significantly during the project, CONTRACTOR would discuss such matters and their effect on CONTRACTOR fees and obtain written approval before proceeding.

[END OF DEFINITION OF SERVICES]



MENDOCINO COUNTY *MEMORANDUM*

CHIEF EXECUTIVE OFFICE – INFORMATION SERVICES DIVISION

DATE: August 25, 2021

TO: Honorable Board of Supervisors

FROM: Steve Dunncliff, Deputy CEO

RE: First Amendment to PA Agreement 21-132 with ClientFirst

Previous Board Actions

In June 2013, the Board adopted the 2013-2017 County of Mendocino Capital Improvement Plan (CIP)/Facility Needs Assessment which includes the replacement of the County's County-Wide Property Tax Software System. On June 9, 2015, the Board of Supervisors approved an agreement with Thomson Reuters/Aumentum in the Amount of \$1,701,429 for the Acquisition of County-Wide Property Tax Software System. On March 21, 2017, the Board of Supervisors approved the first amendment to agreement 15-056 with Thomson Reuters/Aumentum in the Amount of \$83,240 for the addition of the cannabis related tax and licensing collection program. On October 6, 2020, the Board of Supervisors approved the second amendment to agreement 15-056 with Thomson Reuters/Aumentum in the amount of \$693,864 for the addition of the public access portal. On May 4, 2021, the Board of Supervisors approved the third amendment to agreement 15-056 with Thomson Reuters/Aumentum in the amount of \$12,000 for a custom online payment integration to the county's payment vendor for online tax bill payments and a breakout of the go-live approval into two stages to reflect the phased go-live of the public access functionalities. On June 22, 2021, the Board of Supervisors approved the fourth amendment to Agreement 15-056 with Thomson Reuters/Aumentum in the amount of \$74,000 for a letter of authorization for the addition of 400 hours of professional consulting services. In November 2018 the Board of Supervisors approved the Information Technology (IT) Master Plan. Regular updates regarding IT Master Plan projects have been provided to the Board via the Quarterly Budget.

Summary of Request

In June 2013, the Board of Supervisors adopted the 2013-2017 County of Mendocino Capital Improvement Plan (CIP) which included the replacement of the County's County-Wide Property Tax Software System. In June 2015, the Board of Supervisors approved BOS agreement no. 15-056 for the Acquisition of County-Wide Property Tax Software System and have approved several amendments identified in the attached staff report. ClientFirst has been providing the County with third party project management consulting services to assist the County with the Aumentum Property Tax Software System project implementation due to the resources required. The County went live with the Aumentum Property Tax System in February 2021. The County has identified an additional need for project management consulting services to assist with post go-live activities as implantation of additional modules continue. PA agreement no. 21-132 with ClientFirst only covered services through June 30, 2021. Since ClientFirst has extensive knowledge of this project and has already worked with both vendor representatives and Stakeholder departments, it is recommended that the Board of Supervisors approve the retroactive first amendment to PA agreement no. 21-132 with ClientFirst Consulting Group, LLC, DBA, ClientFirst Technology Consulting in the amount of \$111,500 for a new total of \$161,460.

Recommended Action/Motion:

Approve retroactive first amendment to PA agreement no. 21-132 with ClientFirst Consulting Group, LLC, DBA, ClientFirst Technology Consulting in the amount of \$111,500 for a new total of \$161,460 to provide services related to post go-live activities for the County-Wide property tax software system, through a new end date of June 30, 2022 (Original End Date June 30, 2021); and authorize the Chair to sign same.

BOS AGREEMENT NO. _____

**FIRST AMENDMENT TO COUNTY OF MENDOCINO
PURCHASING AGENT AGREEMENT NO. PA# 21-132**

This Amendment to Agreement No. PA# 21-132 is entered into this _____ day of _____, 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CLIENTFIRST CONSULTING GROUP, LLC, DBA, CLIENTFIRST TECHNOLOGY CONSULTING, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PA# 21-132 was entered into on February 22, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors 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 original Agreement No. PA# 21-132, from June 30, 2021 to June 30, 2022; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to amend the original Agreement No. PA# 21-132 to include the addition of services provided for post go-live activities attached to this amendment as Exhibit A; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total contract amount set out in the original Agreement No. PA# 21-132 by \$111,500 for the addition of services defined and attached to this amendment as Exhibit A, for a new total contract amount of \$161,460.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original Agreement No. PA# 21-132 will be extended from June 30, 2021 to June 30, 2022.
2. Exhibit A set out in Agreement No. PA# 21-132 will be hereby amended to include the services defined and attached to this amendment as Exhibit A.
3. The total contract amount set out in Agreement No. PA# 21-132 will be increased by \$111,500 for a new total contract amount of \$161,460.

Exhibit A Definition of Services

All other terms and conditions of Agreement No. PA# 21-132 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:

 08/20/2021

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239-IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

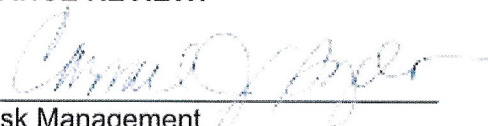
By: _____
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: 
Risk Management
08/20/2021

CONTRACTOR/COMPANY NAME:

By: 

NAME AND ADDRESS OF CONTRACTOR:

ClientFirst Consulting Group, LLC

980 Montecito Drive, Suite 209

Corina, CA 92879

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

COUNTY COUNSEL REVIEW:

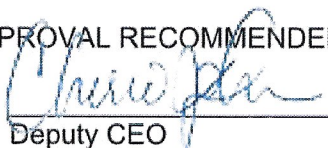
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: **Matthew Kiedrowski**
Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: 
Deputy CEO

08/20/2021

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

EXHIBIT A

DEFINITION OF SERVICES

PROJECT BACKGROUND

CONTRACTOR has been assisting the COUNTY with the implementation of the Aumentum software since March 2019. The system is officially in production as of Friday, February 12, 2021. Continued assistance between Aumentum application vendor and key County stakeholders with pre and post Go-Live implementation tasks and project coordination are critical during the final phase of GoLive preparation, during Go Live data conversion issues resolution, and as the departments define their new processes within Aumentum in preparation for the 2021 tax roll.

In addition, several items have been deferred beyond Go Live, requiring continued coordination to ensure full-system implementation. Coordination needs are expected to continue through the 2021 calendar year.

SCOPE OF WORK

The components of an Implementation Work Plan are variable, and, as a result, we have separated the Work Plan as summarized below. General scope includes

Project Monitoring, Controlling, and Reporting:

- Scope Management
- Work Plan/Production Monitoring and Management
- Budget Monitoring
- Quality Assurance Management
- Training and Knowledge Transfer
- Data Conversion Issues Resolution
- Reports, Queries, Forms, and Analytics
- Interfaces and Integrations
- Modifications and Enhancements
- Testing and Systems Validation – *In process and significant*
- Documentation Production
- Deliverables Assurance
- Risk Management and Mitigation
- Project Communication and Information Management
- Information Repository and Sharing
- Project Team Management
- Change and Issue Management
- Post-Implementation Support Readiness

- Organizational Change Management

Project Initiation/Coordination for the Tax Sale and Case Management Modules:

- Project Coordination and Planning – Work with the COUNTY Project Team to finalize the project management plan and arrange communications, logistics, and support
- Participate in Vendor Project Kick-Off Meetings – Participate and facilitate the Vendor Project Kick-Off Meeting with Vendor and COUNTY stakeholders and Project Team members

Recurring Project Management Assistance:

- Participate in Vendor Needs Assessment Process – Attend vendor module walkthroughs, assessment, analysis workshops, and assist with review of vendor deliverables
- Participate in Vendor Status Meeting – Participate in the vendor's periodic status meeting to ask questions, make suggestions, assist, and support the COUNTY in presenting their points, express points of interest or concern
- Review Vendor Status Reports – Review the vendor's post-status meeting report and provide comments
- Assist with Periodic Internal COUNTY Status Meetings – Prepare for and conduct the periodic internal COUNTY status meetings with Functional/Module Leads and any Project Team Staff as needed
- Facilitate Information Services Lead/CONTRACTOR Debrief – A post-Internal Status Meeting debrief between the COUNTY Information Services Lead(s) and CONTRACTOR to sync up on project status, upcoming tasks, activities, and responsibilities, as well as discuss options for risk mitigation and issues resolution
- Prepare Periodic Status Summary Report (Memo) – Prepare a Status Memo using the CONTRACTOR template, which will include a summary of observations and recommendations as an outcome of the Internal Status Meeting and post-Status Meeting Debrief
- Complete Weekly Project Management Assistance and Scheduling Activities – General, miscellaneous activities, and email communications, scheduling of internal and vendor-attended meetings
- Prepare Monthly Status Summary Report (Memo) – Provide the COUNTY with a monthly status report memo, including a list of critical milestones completed, status of the project schedule and budget, and comments and recommendations related to any observed anomalies, red flags, or obvious risks that may have a negative impact on the project schedule, the quality of project deliverables, or the budget

Approach to Recurring Project Oversight:

Ongoing Project Oversight activities represent an average weekly number of hours for post-implementation service deliverable activities. CONTRACTOR will bill for these weekly hours accumulatively on a monthly basis.

CONTRACTOR will continue in the role of COUNTY's Project Manager by monitoring and overseeing the project process. It is expected that project management will be required in the post Go Live phase through at least the remainder of FY2020-21. CONTRACTOR's responsibilities would include:

- Using CONTRACTOR's project management experience to assist, make recommendations, and counsel the COUNTY's Project Manager and Implementation Project Team as issues are resolved and the remaining items are implemented
- Monitoring major project activities and milestones to ensure they are achieved on time, within budget, and that all parties fulfill their responsibilities
- Observing and reporting any anomalies, risks, or red flags that may have a negative impact on the project schedule, project/system quality, or financial budget
- Providing recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags
- Guiding the project team in their communications with and requests of the vendor
- Negotiating revised progress payment terms and post-Go-Live support with the vendor
- Making any other observations or recommendations that may improve implementation
- Acting as an observer in any performance or acceptance testing

STAFFING, FEE SUMMARY, SCOPE CHANGES AND MANAGEMENT

This proposal is a time and materials proposal not to exceed \$111,500

Hourly Rates:

Project Manager/Consultant: \$160

Partner: \$205

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in CONTRACTOR fees. If the nature or scope of work should change significantly during the project, CONTRACTOR would discuss such matters and their effect on CONTRACTOR fees and obtain written approval before proceeding.

[END OF DEFINITION OF SERVICES]

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and ClientFirst Consulting Group, LLC, dba, ClientFirst Technology Consulting, 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 with the implementation and Go Live of the Aumentum Property Tax Software System; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Forty-Nine Thousand Nine Hundred Sixty Dollars (\$49,960) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Janelle Rabe **02/12/2021**
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239-IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: [Signature]
Date: 2/22/21

NAME AND ADDRESS OF CONTRACTOR:

ClientFirst Consulting Group, LLC
980 Montecito Drive, Suite 209
Corona, CA 92879

CARMEL J. ANGELO, Chief Executive Officer

By: Janelle Rabe
PURCHASING AGENT
02/12/2021

Date: _____

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

INSURANCE REVIEW:

By: Christian M. Curtis
Risk Management
02/12/2021

Date: _____

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 02/12/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

02/12/2021
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 Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, 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
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Janelle Rau

To CONTRACTOR: ClientFirst Consulting Group, LLC
980 Montecito Drive, Suite 209
Corona, CA 92879

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 with the implementation and Go Live of the Aumentum Property Tax Software System shall not exceed \$49,960 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]

EXHIBIT A

DEFINITION OF SERVICES

PROJECT BACKGROUND

CONTRACTOR has been assisting the COUNTY with the implementation of the Aumentum software since March 2019. CONTRACTOR is assisting with implementation tasks and project coordination between the Aumentum application vendor and key County stakeholders. During this time, Aumentum has changed project managers five (5) times. CONTRACTOR has been able to provide consistent project management focal point to COUNTY and Aumentum. Due to issues uncovered during final testing, the project Go-Live date has been pushed back to early February. CONTRACTOR is working to reach consensus on a detailed project schedule that will lead to a successful Go-Live without further delays

SCOPE OF WORK

The components of an Implementation Work Plan are variable, and, as a result, we have separated the Work Plan as summarized below. General scope includes

Project Monitoring, Controlling, and Reporting:

- Scope Management
- Work Plan/Production Monitoring and Management
- Budget Monitoring
- Quality Assurance Management
- Application Design and Configuration – *Complete*
- Infrastructure Deployment – *Complete*
- Training and Knowledge Transfer
- Data Conversion
- Reports, Queries, Forms, and Analytics
- Interfaces and Integrations
- Modifications and Enhancements
- Testing and Systems Validation – *In process and significant*
- Documentation Production
- Deliverables Assurance

Additional Project Monitoring, Controlling, and Reporting Responsibilities:

- Risk Management and Mitigation
- Project Communication and Information Management
- Status Reporting
- Status Meetings

- Information Repository and Sharing
- Project Team Management
- Change and Issue Management
- Post-Implementation Support Readiness
- Organizational Change Management

Approach to Recurring Project Oversight:

Recurring Project Oversight activities represent an average weekly number of hours for project implementation service deliverable activities. CONTRACTOR will bill for these weekly hours accumulatively on a monthly basis.

CONTRACTOR will take the role of COUNTY's Project Manager by monitoring and overseeing the project process. CONTRACTOR's responsibilities would include:

- Using CONTRACTOR's project management experience to assist, make recommendations, and counsel the COUNTY's Project Manager and Implementation Project Team as they maneuver through and conduct their project management activities.
- Monitoring major project activities and milestones to ensure they are achieved on time, within budget, and that all parties fulfill their responsibilities.
- Observing and reporting any anomalies, risks, or red flags that may have a negative impact on the project schedule, project/system quality, or financial budget.
- Providing recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags.
- Guiding the project team in their communications with and requests of the vendor
- If requested, mediating disputes or disagreements between the vendor and the COUNTY.
- Making any other observations or recommendations that may improve implementation.
- Acting as an observer in any performance or acceptance testing.

SCOPE CHANGES AND MANAGEMENT

This proposal is a time and materials proposal not to exceed \$49,960 (see weekly estimate below).

Hourly Rates:

Tatjana Meser: \$160

Steve Robichaud: \$205

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope

and methodology stated above will not result in a change in CONTRACTOR fees. If the nature or scope of work should change significantly during the project, CONTRACTOR would discuss such matters and their effect on CONTRACTOR fees and obtain written approval before proceeding.

Average Weekly Hours Estimate	Total Hours	Steve/Dave	Tatjana
Hours	16	4	12

Project Management Assistance Estimate	
Cost Category	Budgetary Estimate
Project Initiation/Coordination and Recurring Project Oversight	\$49,960

[END OF DEFINITION OF SERVICES]

EXHIBIT B
PAYMENT TERMS

CONTRACTOR invoice monthly as work proceeds. CONTRACTOR will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Payments under this Agreement shall not exceed forty-nine thousand, nine hundred sixty dollars (\$49,960) for the term of this agreement

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4r)

To: Board of Supervisors

From: Planning and Building Services

Meeting Date: September 14, 2021

Department Contact: Nash Gonzalez

Phone: 234-6650

Department Contact: Julia Krog

Phone: 234-6650

Item Type: Consent Agenda

Time Allocated for Item: n/a

Agenda Title:

Approval of Agreement with Interwest Consulting Group in the Amount of \$196,500.00 for the Preparation and Update of Title 20, Division I (Inland Zoning Ordinance) and Title 17 (Division of Land Regulations) of the Mendocino County Code, for the Period Beginning September 14, 2021 Through June 30, 2023

Recommended Action/Motion:

Approval of Agreement with Interwest Consulting Group in the Amount of \$196,500.00 for the Preparation and Update of Title 20, Division I (Inland Zoning Ordinance) and Title 17 (Division of Land Regulations) of the Mendocino County Code, for the Period Beginning September 14, 2021 Through June 30, 2023.

Previous Board/Board Committee Actions:

On January 27, 2020, the Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program also referred to by HCD as the Local Early Action Planning Grants Program or LEAP. The Board of Supervisors by way of Resolution (No. 20-076) authorized the Disaster Recovery Finance Director to apply for a grant in an amount up to \$150,000.00 on behalf of Planning and Building Services to address the update of the Zoning Ordinance and UVAP implementation.

Summary of Request:

The County issued a Request for Proposal (RFP) for the update of the Inland Zoning Ordinance and Division of Land Regulations on June 1, 2021. After careful evaluation of the proposal and interview with the vendor, Interwest Consulting Group was selected for its experience and qualifications. The grant provides for approximately 76% of the cost of the update to the Inland Zoning Ordinance and the Division of Land Regulations, with the remaining 24% to be borne by the Department of Planning and Building Services as the current ordinances are out of date and this update is part of the required General Plan implementation process of the 2009 General Plan. In addition, the Department will also be processing the needed rezones associated with the Ukiah Valley Area Plan (UVAP), with the new zoning ordinance also creating the new zoning development standards for the new mixed-use zones created within the UVAP boundaries when the UVAP was adopted by the Board of Supervisors in 2011. The main purpose of the LEAP grant is to explore ways to address housing and the implementation of the recent changes in State law. One of the areas that the update will focus on is the amendment of the County's Inclusionary Housing Ordinance, which was adopted in 2009 and has not been successful in the production of affordable housing in Mendocino County, as well as looking at

Item #: 4r)

other creative housing approaches in the Zoning Ordinance. It should be noted that this update only addresses the Inland Zoning Ordinance (Title 20, Division I) and will not affect the Coastal Zoning Ordinance (Title 20, Division II) due to the requirement for an LCP amendment and also the need to update the LCP prior to embarking on a zoning ordinance update in the Coastal Zone.

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? There are a number of policies contained within the general plan that provide for revisions to the zoning and other regulations that implement the housing element as well as other elements of the general plan, including the recently adopted Safety element.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: \$150,000 LEAP Grant \$46,500 from PB

budgeted in current f/y: Yes

current f/y cost: \$89,318.20

if no, please describe:

annual recurring cost: \$107,181.80 FY 22/23

revenue agreement: N/A

budget clarification: \$46,500.00 is to be transferred/allocated from the GP Designated Reserve Fund.

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Judy Morris, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status: **Approved**

Executed Item Type: **Agreement** Number: 21-167

Note to Department Number of Original Agreements Returned to Dept: 0 Original Agreement Delivered to Auditor? Yes



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and INTERWEST, 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 Zoning Code Update; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Ninety Six Thousand, Five Hundred Dollars (\$196,500.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Julie Krog 8/24/2021
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2852 (PS) and 2910 (DR)

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: 20-LEAP-15354

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: SEP 15 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy

SEP 15 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

SEP 15 2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 08/23/2021

CONTRACTOR/COMPANY NAME

By: Paul Meschino

Date: 08/24/2021

NAME AND ADDRESS OF CONTRACTOR:

Paul Meschino, Vice President of Operations

1613 Santa Clara Drive, Suite 100

Roseville, CA 95661

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 08/23/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Deputy CEO

Date: 08/23/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ REP 21-013 PBS
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Planning and Building Services
860 North Bush Street
Ukiah, CA 95482
ATTN: Ignacio Gonzalez, Interim Director

To CONTRACTOR: INTERWEST
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
ATTN: Paul Meschino

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 services to Update the Mendocino County Zoning Code shall not exceed \$196,500.00 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]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

A. Preparation of a Land Use and Development Code for the County of Mendocino.

- **Implementation of the County's 2009 General Plan Update**

Significant changes include new land use designations, economic development, resource management, visual character, and community planning area policies. The Zoning Ordinance language will need to be amended for consistency with land uses, goals and policies and standards of the 2009 General Plan. This will be achieved by creating a comprehensive updated Zoning Code that will take the Zoning Ordinance of the County Code and create a more comprehensive, systematic approach to development.

- **Incorporate provisions of the 2019 – 2027 Housing Element**

Maintaining an adequate supply of appropriately zoned sites in order to meet the County's housing needs, including the needs of low and moderate income households, as well as those with special needs is an overarching goal for the County. Key aspects of the 2019 Housing Element include strengthening action items to address lower income housing needs, increased collaboration efforts between local agencies and providers, and better integration with recently updated General Plan provisions for mixed use development.

Key housing targets would be to include recent changes and amendments to include the County's Accessory Dwelling Unit (ADU) Ordinance in to the Code Update and provide appropriate revisions to the Inclusionary Housing Ordinance, including modifications to the Zoning Ordinance to increase the land available for affordable housing development. Other changes to be addressed include amending the Zoning Ordinance to conform with state law by allowing mobile home parks in all residential zones, making revisions to permit supportive housing by right where multi-family housing is currently permitted, and addressing low barrier navigation centers for the homeless per Government Code Section 65660 – 65668, as well as other provisions contained in the 2019 Housing Element.

- **Update Regulations pursuant to State and Federal laws**

The County of Mendocino seeks to ensure that the updated Zoning Code is in compliance with applicable provisions of State and Federal laws. The updated Zoning Code may need to be amended to ensure consistency with State and Federal laws for special uses (i.e. wireless communication facilities, adult businesses, alcohol sales, etc.), development standards/incentives (i.e. ADA

standards, water efficient landscape ordinance, lighting, signage, State Density Bonus Law, etc.), and /or permit findings.

- **Create flexible regulations as appropriate, implementable, and easy to understand.**

In order to recognize the limitation of private land and diversity of existing uses, the County (Department of Planning and Building Services) proposes to incorporate flexible use provisions and development regulations. However, flexible regulations should only be created where flexibility makes sense and the particular solution is easy to understand, administer, and enforce. Other potential improvements to the existing Zoning Ordinance and Subdivision Regulations that can be addressed with a zoning code and subdivision regulations are: streamlining of permit processing for development project review, including affordable housing projects, and the clarification of specialized or technical terms and conditions, to minimize non-conformity. This would be coordinated with other County and State agencies prior to incorporation into the Code.

- **Reorganize and reformat the Zoning and Subdivision Regulations to be use friendly.**

The County proposes to reorganize and reformat the County's Inland Zoning Ordinance (Title 20) and Subdivision Regulations (Title 17) to be user friendly. The goal would be to create an updated set of land use development regulations that are easy to read and use. The Code update would be organized and formatted in a simple and visually pleasing layout with liberal use of tables, illustrations, and other graphics for clear concise communication. The document would need to be internally consistent with sound method of cross-referencing to eliminate repetition. The Code update would also include provisions for community character, including design analysis, which is also called out in the General Plan, as well as incorporating the County's Community Character Combing District.

- **Public Participation and Public Hearings**

Public Participation: Because the County had extensive public participation for its current General Plan Update, it is anticipated that several community meetings are necessary, which will provide for public participation where the County would seek general input on key zoning and development issues, as well as "stakeholder" meetings targeted at business and developers. It is anticipated that there will be a maximum of four public out-reach meetings that will need to occur prior to the preparation of the draft code.

Public Review of Draft Document: After receiving input from other County agencies, including Health and Human Services Agency, Department of Transportation, Air Quality Management District, Environmental Health, Planning and Building Services will post the draft document on the County's web page for public review of the electronic file.

Public Hearings: It is anticipated that a total of two public hearings with the Planning Commission and two with the Board of Supervisors will be necessary to consider and finalize the draft regulations.

- **Environmental Documentation/CEQA Compliance**

Contractor shall prepare the appropriate California Environmental Quality Act (CEQA) documentation for the Zoning and Subdivision Regulations Update, which may include the preparation of a Negative Declaration or an Exemption pursuant to CEQA if appropriate.

Deliverables:

Task 1 Project Initiation

The purpose of this task is to establish a solid program for successful update of the County's Zoning and Subdivision Regulations. The task would involve holding two separate staff meetings. The initial meeting will be held with Planning and Building Services staff. The second meeting would involve Planning and Building staff along with staff from Department of Transportation, Health and Human Services Agency, Air Quality Management District, Environmental Health, County Counsel and County Executive Office. This task will involve staff to brainstorm and begin the data collection that will be utilized for the preparation of the County Code Update. This task will also involve the development of a plan and schedule for public participation and document review, including specific workshop issues and agendas.

Task 2 Review Background Materials

The consultant will do a comprehensive review of the General Plan, the Ukiah Valley Area Plan (UVAP), Zoning Code, County Division of Land Regulations, Surface Mining Ordinance, Resource Preserves Section of Code, Cultural Resources Section of County Code, and other relevant policies and plans adopted by the County. This review will assess the adequacy of the existing language in the Zoning Ordinance (Title 20) and the Division of Land Regulations (Title 17) of the Mendocino County Code in terms of:

- Structure and organization
- Regulatory purpose
- Existing Zoning districts, use, and development standards
- General development standards
- Special use provisions
- Permit procedures
- Definitions
- General Plan compliance
- Compliance with State and Federal laws

Task 3 Public Participation

The consultant will conduct workshops with stakeholders to solicit input on the range and scope of zoning and subdivision issues. The purpose of these meetings is to

inform the public about the Zoning Code and Subdivision Regulations update process and solicit input relative to the community's concerns related to development issues, constraints, opportunities, and possible policies and programs. Under this task, consultant will develop appropriate hand outs and background presentation materials for the workshops. Details of the workshop formats will be decided as noted in Task 1 above. It is assumed that a total of four public outreach meetings through a combination of community workshops and stakeholders meetings will be held.

Under this task, consultant will begin the development of a web page link for project information, participation opportunities, and access to the public draft documents once they become available.

Task 4 Administrative Draft Land Use Development Code

Based on the results of the work in Tasks 1, 2 and 3, the consultant will prepare the administrative draft Zoning and Subdivision Code Update. The Draft Code Update will be prepared in component parts or modules to simplify the staff and public review of the document. It is recommended that the preparation of modules as follows:

- Article I Title, Purpose, and Authority
- Article II Zoning Districts, Permitted Land Uses, and Permit Requirements
- Article III Development Standards/Regulations
- Article IV Special Use Districts/Overlay and Combining Districts*
- Article V Permit Procedures
- Article VI Definitions

Under this task, specifically under Article IV, the following will be incorporated as subsections:*

- ☐ Accessory uses
- ☐ Hillside development criteria
- ☐ Home occupations
- ☐ Recycling facilities
- ☐ Accessory dwelling units within parameters of state law
- ☐ Amendment to Inclusionary Housing Ordinance
- ☐ Community Character development criteria
- ☐ Airport Height and Airport Combining Districts
- ☐ Clustering
- ☐ Planned Development
- ☐ Specific Plan Areas
- ☐ Special Hazards Combining Districts
- ☐ Seismic Hazards
- ☐ Commercial Resorts
- ☐ Wireless Communication facilities within parameters of Federal Law;
and
- ☐ General Provisions Section

As appropriate, tables and graphics will be utilized to simplify permit requirements and use provisions. Graphics will also be used to represent unique development standards for special uses.

Task 5 Preparation of Environmental Documentation

The consultant will prepare an Initial Study in accordance to California Environmental Quality Act (CEQA). The Initial Study will evaluate all potential environmental impacts associated with proposed language amendments. The County assumes that the Initial Study findings will result in the preparation of a Negative Declaration.

Under this task the Initial Study will be prepared and posted for public review, and Negative Declaration would need to be adopted by the Board of Supervisors when the Land Use Code is adopted. Subsequent to the Board of Supervisors adoption of the Negative Declaration and the updated Zoning Code, a Notice of Determination will be posted with the County Clerk and filed with the State Clearinghouse, along with the payment of the appropriate filing fees to both the County Clerk and the Department of Fish and Game. However, the appropriate environmental determination will be left to the consultant.

Task 6 Review Draft Land Use and Development Code

Upon completion of stakeholder workshops, the consultant will incorporate staff and stakeholder input into the Draft Zoning and Subdivision Code Update for public review. The County will post the public Draft Zoning and Subdivision Code Update on the County's project web page, along with public workshop dates and tentative public hearing dates. Additionally, copies of the Draft Zoning Code will be made available to the public in hard copy format and placed in the Library for public access.

Task 7 Public Hearings and Adoption

It is anticipated that there will be two public hearings before the Planning Commission and two public hearings before the Board of Supervisors. At the conclusion of its deliberations and as part of any approval action, the Board of Supervisors will be requested to direct County staff to incorporate any final changes to the Draft Updated Zoning Code – and prepare the Final Zoning Code for adoption. It is assumed that the consultant will attend all meetings.

Task 8 Final Updated Zoning Code

The consultant will prepare the final updated Zoning Code, complete with changes approved during the public hearing process. A master copy in camera ready format will be produced from which copies may be made. Additionally, the code will be reproduced in an electronic PDF format and placed on the County's web site for download. The consultant will also provide the County of Mendocino with a version of the Code Update in MS Word.

Task 9 Electronic/Online Land Use Code

The consultant will prepare an electronic version of the updated Zoning Code for posting on the County's web page for public access. This will be done as either a PDF of the entire code, or a segmented (chapter by chapter) version depending on the size

of the code for easy viewing, considering that many of the County's residents utilize dial-up internet service and may be difficult for all to access at this point.

Task 10 Project Completion

The County is requesting that all tasks, including final adoption of the updated regulations be completed by December 31, 2023.

[END OF DEFINITION OF SERVICES]

EXHIBIT B
PAYMENT TERMS

CONTRACTOR shall submit invoices for services at least monthly detailing the dates and services provided. Billable rates are delineated below in the Schedule of Rates. Complete invoices shall be processed for payment within 30 days of the invoice received date by County.

	Interwest Consulting Group				PlaceWorks		Lou's Design Garage			
	Eric Norris	Nick Pergakes	Laurel Mathews	Gina Ciappa	Mark Teague	Miles Barker	Lou Dillegard	Hours Per Task and % of Total Hours		Cost Per Task
Role	Project Director	Project Manager	Associate Planner	Admin Support	Principal	Associate Planner	Graphic Designer			
Hourly Rate	\$ 165	\$ 150	\$ 120	\$ 60	\$ 215	\$ 130	\$ 55			
Task 1. Project Administration										
Hours Per Task	120	120	40	0	8	0	0	288	\$	44,320
Reimbursable Expenses	\$ 1,500				\$ -		\$ -	21%	\$	1,500
	Task Total								\$	45,820
Task 2. Review of Existing Planning Documents and Zoning Code										
Hours Per Task	80	80	40	8	4	0	8	220	\$	31,780
Reimbursable Expenses	\$ 2,000				\$ -		\$ -	16%	\$	2,000
	Task Total								\$	33,780
Task 3. Administrative Draft Zoning Code										
Hours Per Task	100	120	80	40	8	16	80	444	\$	54,700
Reimbursable Expenses	\$ 500				\$ -		\$ -	33%	\$	500
	Task Total								\$	55,200
Task 4. Public Review Draft Zoning Code										
Hours Per Task	80	80	40	16	8	16	20	260	\$	35,860
Reimbursable Expenses	\$ 500				\$ 500		\$ -	19%	\$	1,000
	Task Total								\$	36,860
Task 5. Zoning Code Adoption										
Hours Per Task	60	40	8		16	8	0	132	\$	21,340
Reimbursable Expenses	\$ 3,000				\$ 500		\$ -	10%	\$	3,500
	Task Total								\$	24,840
Grand Total Hours	440	440	208	64	44	40	108	1,344		
Grand Total Reimbursables	\$ 7,500				\$ 1,000		\$ -		\$	8,500
Labor Total by Person/Firm	\$ 72,600	\$ 66,000	\$ 24,960	\$ 3,840	\$ 9,460	\$ 5,200	\$ 5,940		\$	196,500
Labor Total by Firm	Interwest \$ 167,400				PlaceWorks \$ 14,660		LDG \$ 5,940			
Grand Total by Firm (Labor + Reimbursables)	\$ 174,900				\$ 15,660		\$ 5,940		\$	196,500

See full sized page attached.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.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



Mendocino County Board of Supervisors Agenda Summary

Item #: 4s)

To: Board of Supervisors

From: Public Health

Meeting Date: September 14, 2021

Department Contact: Anne Molgaard

Phone: 472-2770

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Second Amendment to Revenue Grant Agreement No. 17-10704 with California Department of Public Health, Office of Oral Health, in the Amount of \$30,000 for a New Agreement Total of \$865,130, for the Children's Dental Disease Prevention Program (Equipment Support and Referral Management/Care Coordination Tools) to be Utilized Between September 1, 2021 through June 30, 2022; and Authorization for the Public Health Transition Director to sign any additional Amendments that do not Exceed the Maximum Amount

Recommended Action/Motion:

Approve second Amendment to revenue grant Agreement No. 17-10704 with California Department of Public Health, Office of Oral Health, in the amount of \$30,000 for a new Agreement total of \$865,130, for the Children's Dental Disease Prevention Program (Equipment Support and Referral Management/Care Coordination Tools) to be utilized between September 1, 2021 through June 30, 2022; authorize the Public Health Transition Director to sign any additional amendments that do not exceed the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

October 17, 2017, Item 4(f), Approval of Application.

June 8, 2021, Item 4(i), Approval of \$25,000 Application.

Summary of Request:

The California Department of Public Health (CDPH) released a Request for Application for the Children's Dental Disease Prevention Program (Equipment Support and Referral Management/Care Coordination Tools) on March 3, 2021, for one-time additional funding of up to \$25,000 to increase the County's original Oral Health Agreement with CDPH (No. 17-10704 in the amount \$835,130). The goal of the funding is to increase the number of children receiving dental screenings and referrals. The additional funding for the program will be used to purchase hardware and software for the referral management tools, care coordination onboarding or technical support, and supplies for screenings related to school-linked dental programs.

The Mendocino County Oral Health Program received approval from the Board on June 8, 2021, to ratify submission of the application for up to \$25,000 additional funding to provide access to dental services for children considered to be high-risk for tooth decay based on their socioeconomic status and limited access to dental services. On July 6, 2021, CDPH awarded Mendocino County an additional \$5,000 for a new

Item #: 4s)

amendment total of \$30,000; the additional funds require Board approval.

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? N/A

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: State of CA Office of Oral Health
CDPH

current f/y cost: Revenue for FY 21-22 \$197,026
(original amount \$167,026 plus the additional \$30,000
awarded)

annual recurring cost: Unknown

budget clarification: The term of the original agreement was for five years from 2017 to 2022, with \$167,026 allocated for each Fiscal Year for a total of \$835,130. With the additional \$30,000 awarded, the final fiscal year Agreement will equal \$197,026.

budgeted in current f/y: No

if no, please describe: This is new funding.

revenue agreement: Yes

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, Assistant CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Note to Department Number of Original Agreements
Returned to Dept: 0 Original Agreement Delivered to Auditor?
No

Final Status: **Approved**

Executed Item Type: **Interim Agreement**
Number: *21-168



**CALIFORNIA ORAL HEALTH PROGRAM
Local Oral Health Plan
Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO**

County of Mendocino, hereinafter “Grantee”

Implementing the project, Mendocino County Local Oral Health Program, hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 17-10704, A02

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750 and 131085.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to:

Increase the Grant amount with County of Mendocino by \$30,000.00 to reimburse the grantee accordingly to enhance current activities being performed that support in school-linked dental programs.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$30,000.00 and is amended to read: ~~\$835,130.00 (Eight Hundred Thirty Five Thousand One Hundred Thirty Dollars)~~ **\$865,130.00 (Eight Hundred Sixty Five Thousand One Hundred Thirty Dollars)**

Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS is hereby replaced in its entirety with Exhibit B, Budget Detail and Payment Provisions, A02.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Mendocino
Name: Kimberly Steele, Grant Manager	Name: L. Jani Sheppard, Senior Program Manager <u>Bhavvy Ducharme, Senior Program Specialist</u>
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1120 South Dora Street
City, ZIP: Sacramento, CA 95814	City, ZIP: Ukiah, CA 95482

Phone: (916) 445-8012	Phone: 707-472-2755 707-367-7313
Fax: (916) 636-6678	Fax: 707-472-2658 Not Applicable
E-mail: Kimberly.Steele@cdph.ca.gov	E-mail: sheppard@mendocinocounty.org ducharneb@mendocinocounty.org

Direct all inquiries to:

California Department of Public Health, Office of Oral Health	Grantee: County of Mendocino
Attention: Kimberly Steele, Grant Manager	Attention: L. Jani Sheppard, Senior Program Manager Bhavvy Ducharme, Senior Program Specialist
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1120 South Dora Street
City, Zip: Sacramento, CA 95814	City, Zip: Ukiah, CA 95482
Phone: (916) 445-8012	Phone: 707-472-2755 707-367-7313
Fax: (916) 636-6678	Fax: 707-472-2658 Not Applicable
E-mail: Kimberly.Steele@cdph.ca.gov	E-mail: sheppard@mendocinocounty.org ducharneb@mendocinocounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Mendocino
Attention "Cashier":
Address: 1120 South Dora Street 501 Low Gap Road, Auditor's Office
City, Zip: Ukiah, CA 95482
Phone: (707) 472-2789 (707) 367-7313
Fax: Not Applicable
E-mail: sheppard@mendocinocounty.org ducharneb@mendocinocounty.org

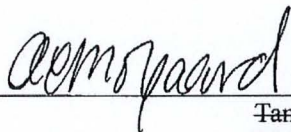
Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:



~~Tammy Moss Chandler, HHSA Director~~ Anne Molgaard, Public Health of Mendocino County Transition Director

~~Mendocino County Health and Human Services Agency~~

~~727 South State Street~~ 1120 South Dora Street
Ukiah, CA 95482

Date:

~~Michele Golden~~ Kristy Lieu, Chief

Contracts Management Unit

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS 1802

P.O. Box 997377

Sacramento, CA 95899-7377

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimberly Steele
California Department of Public Health
Office of Oral Health
MS 7218
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed: ~~\$835,130~~ **\$865,130.00**
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *A. Molgaard*
Anne Molgaard, Public Health Transition
Director

Date: 8/26/2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 4010

Line Item: 82-5490

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No.: CDPH OHP 17-10704

COUNTY OF MENDOCINO

By: *D. Gjerde*
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: SEP 15 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *A. map*
Deputy

SEP 15 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: *A. map*
Deputy

SEP 15 2021

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

Date: 08/26/2021

CONTRACTOR/COMPANY NAME

By: See Page 3
Kristy Lieu, Chief Contracts Management
Unit

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Public Health
1616 Capitol Ave. Suite 74.317, MS 1802
PO Box 997377
Sacramento, CA 95899

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: 08/26/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Darcie Antle*
Deputy CEO

Date: 08/26/2021

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 State entity

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:


Anne Molgaard, Acting HHS Director

Date: 12/18/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 4010

Line Item: 82-5490

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No.: 17-10704

INSURANCE REVIEW:

By: 
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: 
Deputy CEO

CONTRACTOR/COMPANY NAME

By: _____
Signature

Printed Name: Marshay Gregory

Title: Chief

Date: _____

NAME AND ADDRESS OF CONTRACTOR:


Contract and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: 
Deputy

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: _____

CALIFORNIA Oral Health Program

Local Oral Health Plan

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mendocino County Health and Human Services Agency, hereinafter "Grantee"

Implementing the project, Mendocino County Local Oral Health Program," hereinafter "Project"

GRANT AGREEMENT NUMBER 17-10704

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750, and 131085(a).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide activities that support the state oral health plan build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community. The Grantee will assess the oral health needs of the California communities, develop a strategic action plan to address the oral health needs of the population groups within the communities, and implement evidence based or evidence informed programs.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Eight Hundred Thirty Five Thousand One Hundred Thirty dollars (\$835,130).

TERM OF GRANT: The term of the Grant shall begin on January 1, 2018, or upon approval of this grant, and terminates on June 30, 2022. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: Mendocino County Health and Human Services Agency
Name: Angela Wright, Grant Manager	Name: Ruth Lincoln, PHN, MA, Deputy Director, Public Health Nursing
Address: MS 7208, 1616 Capitol Avenue, Suite 74.420	Address: 1120 South Dora Street
City, Zip: Sacramento, CA 95814	City, Zip: Ukiah, CA 95482

Phone: (916) 552-9898	Phone: 707-472-2709
Fax: (916) 552-9729	Fax: 707-472-2735
E-mail: Angela.Wright@cdph.ca.gov	E-mail: lincoln@mendocinocounty.org

Direct all inquiries to:

California Department of Public Health, California Oral Health Program	Grantee: Mendocino County Health and Human Services Agency
Attention: Angela Wright, Grant Manager	Attention: Ruth Lincoln, PHN, MA, Deputy Director, Public Health Nurse
Address: MS 7208, 1616 Capitol Avenue, Suite 74.420	Address: 1120 South Dora Street
City, Zip: Sacramento, CA 95814	City, Zip: Ukiah, CA 95482
Phone: (916) 552-9898	Phone: 707-472-2709
Fax: (916) 552-9729	Fax: 707-472-2709
E-mail: Angela.Wright@cdph.ca.gov	E-mail: lincoln@mendocinocounty.org

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative
Summary Form, Scope of Work and Deliverables.
The Grant Application provides the description of the project and associated cost.
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D LETTER OF INTENT
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

12/12/17

A. Molgaard

Anne Molgaard, Chief Operations Officer
Mendocino County Health and Human
Services Agency
727 South State Street
Ukiah, CA 95482

Date:

1/5/18

Marshay Gregory

Marshay Gregory, Chief
Contract and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

**Exhibit A
Application Checklist**

DUE: Wednesday, September 20, 2017	
DATE OF SUBMISSION	September 14, 2017
ORGANIZATION NAME	<u>Mendocino County</u> Public Health Department
Application Contact Name: Ruth Lincoln, PHN, MA	Phone Number: 707-472-2709
E-mail Address: lincolnr@mendocinocounty.org	

The following documents must be completed and submitted with this Application Checklist by September 20, 2017, in hard copy and by E-mail.

APPLICATION CONTENTS:**Please Check**

Application Checklist (This Form)
 Grantee Information Form (Document B)
 Narrative Summary Form (Document C)
 Scope of Work and Deliverables (Document D)
 Documentation Checklist for Established LOHPs only (Document E)

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One copy must be mailed to:

<p><i>Regular Mail</i></p> <p>Oral Health Program California Department of Public Health P.O. Box 997377, MS 7208 Sacramento, CA 95899-7377</p>	<p><i>Express Delivery</i></p> <p>Oral Health Program California Department of Public Health 1616 Capitol Avenue, Suite 74.420 MS-7208 Sacramento, CA 95814</p> <p>(916) 552-9900</p>
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Also e-mail the documents to: DentalDirector@cdph.ca.gov.

Grantee Information Form

Organization	This is the information that will appear in your grant agreement.	
	Federal Tax ID # <u>94-6000520</u>	
	Name <u>Mendocino County Health and Human Services Agency</u>	
	Mailing Address <u>1120 South Dora Street, Ukiah CA, 95482</u>	
	Street Address (If Different) <u>SAME</u>	
	County <u>Mendocino</u>	
	Phone <u>707-472-2709</u>	Fax <u>707-472-2735</u>
Website <u>www.mendocinocounty.org/government/health-and-human-services-agency</u>		
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name <u>Anne Molgaard</u>	
	Title <u>Chief Operations Officer</u>	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address <u>727 South State Street, Ukiah CA, 95482</u>	
	Street Address (If Different) <u>SAME</u>	
	Phone <u>707-463-7885</u>	Fax <u>707-472-2335</u>
Email <u>molgaardac@mendocinocounty.org</u>		
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with Oral Health Program staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name <u>Ruth Lincoln, PHN, MA</u>	
	Title <u>Deputy Director, Public Health Nursing</u>	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address <u>1120 South Dora Street, Ukiah CA, 95482</u>	
	Street Address (If Different) <u>SAME</u>	
	Phone <u>707-472-2709</u>	Fax <u>707-472-2735</u>
Email <u>lincolnr@mendocinocounty.org</u>		
Funding	These are the annual Funding amounts your LHJ will accept for grant purposes.	
	Year 1 (FY 17/18)	\$167,026
	Year 2 (FY 18/19)	\$167,026
	Year 3 (FY 19/20)	\$167,026
	Year 4 (FY 20/21)	\$167,026
	Year 5 (FY 21/22)	\$167,026

Narrative Summary Form

Mendocino County Health and Human Services Agency

Community Overview and Demographics. Rural Mendocino County (pop. 88,378) lies on California's Pacific coast 100 miles north of San Francisco, covering 3,506 square miles of mostly mountainous terrain. Geographically, Mendocino County is equal in size to the states of Delaware and Rhode Island combined, but has a population density of less than 25 persons/square mile. With a population of more than 40,000, the greater Ukiah community includes almost half of the county population, while 30% live in coastal communities. Ethnically, residents are 25% Hispanic, with about 9% being monolingual in Spanish. Racially, the county is 86% White, 6% Native American, 2% Asian, 1% Black, and 5% of other or multiple races.

One of every five residents lives in poverty, and 27% of children live in homes that are at or below the federal poverty level. The median household income of \$42,980 is only 70% of the statewide median. Among children, 44.7% are enrolled in Medi-Cal, compared with 40.5% statewide, and 67.2% of local students participate in the free and reduced price meal program. The Cities of Ukiah (pop. 16,186) and Fort Bragg (pop. 7,672) are the primary service centers for inland and coastal communities, respectively. The California Family Economic Self-Sufficiency Standard quantifies the costs of basic needs for California's working families. As of 2014, the self-sufficiency standard for a single Mendocino County adult was \$22,212, equivalent to a full-time income at \$10.52 per hour. However, 21% of residents have incomes below the self-sufficiency standard.

Oral Health Status and Vulnerable Population Indicators. Local evidence makes it clear that vulnerable groups in the county, especially children in low-income homes, are suffering from poor dental health. This evidence is supported by the following indicators:

- At 950/100,000 population, the county's rate of preventable dental emergency room visits is more than three times the statewide rate of 298/100,000 population, and higher than all but 6 of the state's 58 counties.
- Seven of the county's census tracts are designated as Health Professional Shortage Areas (HPSA) for dental health.
- At averages of 95% for exclusive breastfeeding and 73.5% for any breastfeeding, Mendocino County ranks 28th among California counties for breastfeeding rates.
- In 2016, the county's rate of substantiated child abuse was 17.7/1,000, more than double the statewide rate of 7.8/1,000, and as of July 2016 the foster care rate of 13.9/1,000 was also more than double the statewide rate of 5.0/1,000.
- The California Health Interview Survey (CHIS) found that 87.8% of county children had visited a dentist in the past year.
- Mendocino County has an oral cancer rate of 12.3/100,000 population (6 among females and 18.8 among males), compared with 10.4 statewide.
- CHIS data show that 17.6% of county adults consume one or more cans of soda per day, compared with 17.4% statewide. Among county children, 21.3% (compared with 27% statewide) consume at least one soda daily.
- The ratio of dentists is 1 for 1,270 residents, slightly above the state ratio of 1:1,250 (equal to about 79 dentists/100,000 population).
- 13% of adults are smokers, slightly above the state average of 12%.

Narrative Summary Form

Mendocino County Health and Human Services Agency

- Although state law requires schools to conduct dental health screenings, Mendocino County schools have not reported these data and it is not clear whether they are participating in required school screening at this time.

The 2006 Rural Health Information Survey found significant disparities in access to oral health care in the Redwood Coast Region that includes Mendocino County:

- People living in poverty were the least likely to have had their teeth professionally cleaned in the past year and 6.8 times more likely to have gone 5 or more years without professional teeth cleaning.
- Adult respondents living in households with children were less likely than adult respondents living in households without children to have their teeth cleaned.
- Respondents of color were less likely to have their teeth professionally cleaned than white respondents.
- Younger adult respondents (18-29 years) were the least likely to have their teeth professionally cleaned in the past year compared to older adults.
- Oral health care was a commonly reported reason for regularly leaving the county of residence for health services.

Local Oral Health Program (LOHP). The Mendocino County Health and Human Services Agency (HHSA) has yet to develop a focused effort for addressing and improving oral health. However, HHSA has undertaken the related activities described below and is looking forward to further developing this program through the proposed grant funds.

- Since October 2011, HHSA has been supporting a ReThink Your Drink campaign, focused on both reducing consumption of sugar-sweetened beverages and increasing consumption of water.
- In October 2017, HHSA will launch the Health Families America (HFA) Home Visiting Program, which is evidence-based and incorporates strategies for increasing breastfeeding and improving oral health.
- Mendocino County has an active Tobacco Control Program in place.

LOHP vision. HHSA is committed to carrying out a formal planning process that will lead to implementation of a comprehensive Local Oral Health Program resulting in better dental health for county residents. The planning process will be conducted in collaboration with a range of community partners, including local hospitals and clinics, through an advisory committee structure. Upon completion of community assessments, HHSA will have gained a clear understanding of the status of oral health among the general adult and child populations and among specific subgroups and vulnerable populations, as well as detailed information on specific indicators such as dental sealant rates. This information will be used to develop a five-year oral health improvement plan that incorporates clear surveillance procedures. At this point in the planning process, HHSA envisions a strong focus on the following areas:

- School screenings and preventive education
- Tobacco prevention education through dental offices
- Dental health education and promotion through community outreach
- HFA program that incorporates dental health education

Scope of Work and Deliverables FY 2017-2022

GOAL: The California Department of Public Health, Oral Health Program (CDPH/OHP) shall grant funds to Local Health Jurisdictions (LHJ) from Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) for the purpose and goal of educating about oral health, dental disease prevention, and linkage to treatment of dental disease including dental disease caused by the use of cigarettes and other tobacco products. LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan and shall establish or expand upon existing Local Oral Health Programs (LOHP) to include the following program activities related to oral health in their communities: education, dental disease prevention, linkage to treatment, surveillance, and case management. These activities will improve the oral health of Californians.

Objectives 1-5 below represent public health best practices for planning and establishing new LOHPs. LHJs are required to complete these preliminary Objectives before Implementing Objectives 6-11 outlined below. LHJs that have completed these planning activities may submit documentation in support of their accomplishments. Please review the LOHP Guidelines for information regarding the required documentation that must be submitted to CDPH OHP for approval.

Objective 1: Build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

Create a staffing pattern and engage community stakeholders to increase the capacity to achieve large-scale improvements in strategies that support evidence-based interventions, health system interventions, community-clinical linkages, and disease surveillance and evaluation. At a minimum an Oral Health Program Coordinator position should be developed to coordinate the LOHP efforts. Recruit and engage key stakeholders to form an Advisory Committee or task force. Convene and schedule meetings, identify goals and objectives, and establish communication methods. This group can leverage individual members' expertise and connections to achieve measurable improvements in oral health.

Objective 2: Assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus on underserved areas and vulnerable population groups.

Identify partners and form a workgroup to conduct an environmental scan to gather data, create an inventory of resources, and plan a needs assessment. Conduct a needs assessment to determine the need for primary data, identify resources and methods, and develop a work plan to collect missing data. Collect, organize, and analyze data. Prioritize needs assessment issues and findings, and use for program planning, advocacy, and education. Prepare a report and publish.

Scope of Work and Deliverables FY 2017-2022

Objective 3: Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.

Take an inventory of the jurisdiction's communities to identify associations, organizations, institutions and non-traditional partners to provide a comprehensive picture of the LHJ. Conduct key informant interviews, focus groups, and/or surveys, create a map, and publish the assets identified on your website or newsletter.

Objective 4: Develop a Community Health Improvement Plan (CHIP) and an action plan to address oral health needs of underserved areas and vulnerable population groups for the implementation phase to achieve local and state oral health objectives.

Identify a key staff person or consultant to guide the community oral health improvement plan process, including a timeline, objectives, and strategies to achieve the California Oral Health Plan. Recruit stakeholders, community gatekeepers, and non-traditional partners identified in the asset mapping process and members of the AC to participate in a workgroup to develop the CHIP and the Action Plan. The Action Plan will a timeline to address and implement priority objectives and strategies identified in the CHIP. The workgroup will identify the "who, what, where, when, how long, resources, and communication" aspects of the Action Plan.

Objective 5: Develop an Evaluation Plan that will be used to monitor and assess the progress and success of the Local Oral Health Program.

Participate with the CDPH OHP to engage stakeholders in the Evaluation Plan process, including those involved, those affected, and the primary intended users. Describe the program using a Logic Model, and document the purpose, intended users, evaluation questions and methodology, and timeline for the evaluation. Gather and analyze credible evidence to document the indicators, sources, quality, quantity, and logistics. Justify the conclusions by documenting the standards, analyses, interpretation, and recommendations. Ensure that the Evaluation Plan is used and shared.

Objective 6: Implement evidence-based programs to achieve California Oral Health Plan objectives.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to increase the number of low-income schools with a school-based or school-linked dental program; increase the number of children in grades K-6 receiving fluoride supplements, such as fluoride rinse, fluoride varnish, or fluoride tablets; increase the number of children in grades K-6 receiving dental sealants and increase or maintain the percent of the population receiving community fluoridated water.

**Scope of Work and Deliverables
FY 2017-2022**

Objective 7: Work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: convene partners (e.g., First 5, Early Head Start/Head Start, Maternal Child and Adolescent Health (MCAH), Child Health and Disability Prevention (CHDP), Black Infant Health (BIH), Denti-Cal, Women, Infant and Children (WIC), Home Visiting, schools, community-based organizations, etc.) to improve the oral health of 0-6 year old children by identifying facilitators for care, barriers to care, and gaps to be addressed; and/or increase the number of schools implementing the kindergarten oral health assessment by assessing the number of schools currently not reporting the assessments to the System for California Oral Health Reporting (SCOHR), identifying target schools for intervention, providing guidance to schools, and assessing progress.

Objective 8: Address common risk factors for preventable oral and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices providing tobacco cessation counseling; and/or increase the number of dental office utilizing Rethink Your Drink materials and resources to guide clients toward drinking water, especially tap water, instead of sugar-sweetened beverages.

Objective 9: Coordinate outreach programs, implement education and health literacy campaigns, and promote integration of oral health and primary care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices, primary care offices, and community-based organizations (CBO) (e.g., Early Head Start/Head Start, WIC, Home Visiting, BIH, CHDP, Community Health Worker/Promotora programs, etc.) using the American Academy of Pediatrics' Brush, Book, Bed (BBB) implementation guide; and/or increase the number of dental offices, primary care clinics, and CBOs using the Oral Health Literacy implementation guide to enhance communication in dental/medical offices; and/or increase the number CBOs that incorporate oral health education and referrals into routine business activities.

**Scope of Work and Deliverables
FY 2017-2022**

Objective 10: Assess, support, and assure establishment and improvement of effective oral healthcare delivery and care coordination systems and resources, including workforce development and collaborations to serve vulnerable and underserved populations by integrating oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: regularly convene and lead a jurisdiction-wide Community of Practice comprised of Managed Care Plans, Federally Qualified Health Centers, CBOs, and/or Dental Offices focused on implementing the Agency for Health Care Research and Quality's Design Guide for Implementing Warm Handoffs in Primary Care Settings or the ; and/or identifying a staff person or consultant to facilitate quality improvement coaching to jurisdiction-wide Community of Practice members focused on increasing the number of at-risk persons who are seen in both a medical and dental office; and/or improve the operationalization of an existing policy or guideline, such as the increasing the number of infants who are seen by a dentist by age 1; and/or promote effectiveness of best practices at statewide and national quality improvement conferences.

Objective 11: Create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: create a new (or expand an existing) Oral Health Network, Coalition, or Partnership by identifying key groups and organizations; planning and holding meetings; defining issues and problems; creating a common vision and shared values; and developing and implementing an Action Plan that will result in oral health improvements. LHJs are also encouraged, where possible, to collaborate with local Dental Transformation Initiative (DTI) Local Dental Pilot Projects to convene stakeholders and partners in innovative ways to leverage and expand upon the existing momentum towards improving oral health. LHJs that are currently implementing local DTI projects should develop complementary, supportive, but not duplicative activities.

Scope of Work and Deliverables FY 2017-2022

DELIVERABLES/OUTCOME MEASURES: LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan. Funds are made available through Prop 56 to achieve these deliverables. The activities may include convening, coordination, and collaboration to support planning, disease prevention, education, surveillance, and linkage to treatment programs. To ensure that CDPH fulfills the Prop 56 requirements, LHJs are responsible for meeting the assurances and the following checked deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future Prop 56 funding.

Local Health Jurisdiction Deliverables

Deliverable	Activities	Selected deliverable
Deliverable 1 <i>Objective 1</i>	Develop Advisory Committee/Coalition/Partnership/Task Force (AC) and recruit key organizations/members representing diverse stakeholders and non-traditional partners. A. List of diverse stakeholders engaged to develop and mentor the Community Health Improvement/Action Plan. B. List number of meetings/conference calls held to develop a consensus of AC to determine best practice to address priorities and identify evidence-based programs to implement. C. Develop communication plan/methods to share consistent messaging to increase collaboration. D. Develop a consensus on how to improve access to evidence based programs and clinical services.	<input checked="" type="checkbox"/>
Deliverable 2 <i>Objective 1</i>	Document staff participation in required training webinars, workshops and meetings.	<input checked="" type="checkbox"/>
Deliverable 3 <i>Objective 2 & 3</i>	Conduct needs assessment of available data to determine LHJs health status, oral health status, needs, and available dental and health care services to resources to support underserved communities and vulnerable population groups.	<input checked="" type="checkbox"/>
Deliverable 4 <i>Objective 4</i>	Five-year oral health improvement plan (the "Plan") and an action plan (also called the "work plan"), updated annually, describing disease prevention, surveillance, education, linkage to treatment programs, and evaluation strategies to improve the oral health of the target population based on an assessment of needs, assets and resources.	<input checked="" type="checkbox"/>
Deliverable 5 <i>Objective 5</i>	Create a program logic model describing the local oral health program and update annually	<input checked="" type="checkbox"/>
Deliverable 6 <i>Objective 5</i>	Coordinate with CDPH to develop a surveillance report to determine the status of children's oral health and develop an evaluation work plan for implementation objectives.	<input checked="" type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
Deliverable 7 <i>Objective 6</i> School- Based/ School Linked	Compile data for and report annually on educational activities, completing all relevant components on the Data Form: A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a fluoride program. B. Schools, teachers, parents and students receiving educational materials and/or educational sessions. C. Children provided preventive services.	<input checked="" type="checkbox"/>
Deliverable 8 <i>Objective 6</i> School-Based/ School-Linked	Compile data for and report annually on School-based/linked program activities, completing all relevant components on the Data Form: A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a School-based/linked program. B. Schools, teachers, parents and students receiving dental sealant educational materials and/or educational sessions. C. Children screened, linked or provided preventive services including dental sealants.	<input checked="" type="checkbox"/>
Deliverable 9 <i>Objective 6</i> Fluoridation	Compile data for and report annually on Community Water Fluoridation program activities, completing all relevant components on the Data Form: A. Regional Water District engineer/operator training on the benefits of fluoridation. B. Training for community members who desire to educate others on the benefits of fluoridation at Board of Supervisor, City Council, or Water Board meetings. C. Community-specific fluoridation Education Materials D. Community public awareness campaign such as PSAs, Radio Advertisements	<input checked="" type="checkbox"/>
Deliverable 10 <i>Objective 7</i> Kinder-Assessment	Compile data for and report annually on kindergarten oral health assessment activities, completing all relevant components on the Data Form: A. Schools currently not reporting the assessments to SCHOR B. Champions trained to promote kindergarten oral health assessment activities C. Community public relations events and community messages promoting oral health.	<input checked="" type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
	D. New schools participating in the kindergarten oral health assessment activities. E. Screening linked to essential services. F. Coordination efforts of programs such as kindergarten oral health assessment, WIC/Head Start, pre-school/school based/linked programs, Denti-Cal, Children's Health and Disability Prevention Program, Home Visiting and other programs. G. Identify prevention and healthcare policies and guidelines implemented.	
Deliverable 11 <i>Objective 8</i>	Compile data for and report annually on tobacco cessation activities, completing all relevant components on the Data Form: A. Assessment of readiness of dental offices to provide tobacco cessation counseling. B. Training to dental offices for providing tobacco cessation counseling. C. Dental offices connected to resources	<input type="checkbox"/>
Deliverable 12 <i>Objective 8</i>	Compile data for and report annually on Rethink Your Drink activities, completing all relevant components on the Data Form: A. Assessment of readiness of dental offices to implement Rethink Your Drink materials and resources for guiding patients toward drinking water. B. Training to dental offices for implementing Rethink Your Drink materials. C. Dental offices connected to resources	<input type="checkbox"/>
Deliverable 13 <i>Objective 9</i>	Compile data for and report annually on health literacy and communication activities, completing all relevant components on the Data Form: A. Partners and champions recruited to launch health literacy campaigns B. Assessments conducted to assess opportunities for implementation C. Training and guidance provided D. Sites/organizations implementing health literacy activities	<input type="checkbox"/>
Deliverable 14 <i>Objective 10</i>	Compile data for and report annually on health care delivery and care coordination systems and resources, completing all relevant components on the Data Form: A. Assessments conducted to assess opportunities for implementation of community-clinical linkages and care coordination	<input type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
	B. Resources such as outreach, Community of Practice, and training developed C. Providers and systems engaged	
Deliverable 15 <i>Objective 11</i>	Compile data for and report annually on community engagement activities, completing all relevant components on the Data Form: A. Develop a core workgroup to identify strategies to achieve local oral health improvement. B. Provide a list of community engagement strategies to address policy, financing, education, and dental care.	<input checked="" type="checkbox"/>
Deliverable 16 <i>Objective 1-11</i>	Progress reporting: submit bi-annual progress reports describing in detail progress of program and evaluation activities and progress towards completing deliverables. Provide documentation in sufficient detail to support the reported activities on planning and intervention activities for required and selected objectives.	<input checked="" type="checkbox"/>
Deliverable 17 <i>Objective 1-11</i>	Expense documenting: submit all expenses incurred during each state fiscal year with the ability to provide back-up documentation for expenses in sufficient detail to allow CDPH-OHP to ascertain compliance with Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. Likewise, provide biannual Progress Reports describing in detail the program activities conducted, and the ability to provide source documentation in sufficient detail to support the reported activities.	<input checked="" type="checkbox"/>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Angela Wright
California Department of Public Health
Oral Health Program
MS 7208
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

- 1) \$167,026 for the budget period of 01/01/2018 through 06/30/2018.
- 2) \$167,026 for the budget period of 07/01/2018 through 06/30/2019.
- 3) \$167,026 for the budget period of 07/01/2019 through 06/30/2020.
- 4) \$167,026 for the budget period of 07/01/2020 through 06/30/2021.
- 5) \$167,026 for the budget period of 07/01/2021 through 06/30/2022.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Request for Application



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

September 27, 2017

Dear California Local Health Officer:

NOTIFICATION OF INTENT TO SUPPORT LOCAL ORAL HEALTH PROGRAMS

This letter provides notification of the intent to award funds to local health departments or jurisdictions (LHJs) through Proposition 56, The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56), pending approval of the State Budget for Fiscal Year 2017/18. The California Department of Public Health (CDPH), Oral Health Program (OHP) has a unique opportunity to build capacity at the local level to address oral health which is essential for overall health. Tooth decay is the number one chronic disease of childhood.

The purpose of this award is to support the proposed California Oral Health Plan activities. We are confident that the LHJs, in collaboration with the CDPH/OHP, will strive to achieve improvements in oral health and accomplish the state oral health objectives within their jurisdictions. The activities should address problems identified by LHJ needs assessments and reflect the California Oral Health Plan priorities.

The activities in Year 1 may be focused on planning for implementation of interventions in subsequent years. The planning exercise should lead to a three year action plan. Smaller counties may choose to form a consortium with other LHJs and pool resources to implement local oral health programs. LHJs that prefer a resource pool approach should notify CDPH. Based on the interest expressed by local First 5 Commissions and local Child Health and Disability Prevention Programs, LHJs are strongly encouraged to collaborate with them in developing a local oral health program.

We anticipate that approximately \$18 million will be available for distribution. Award amounts to LHJs will vary and be determined by the estimated low income population based on the United States Department of Agriculture Economic Research Service estimate of county poverty rate (<https://data.ers.usda.gov/reports.aspx?ID=17826>).

It is anticipated that awards will be for a term of three years with an option to extend for two additional years. CDPH will provide program guidance regarding requirements,

Oral Health Program, MS 7210 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 324-1715 • (916) 552-9729 FAX
Department Website (www.cdph.ca.gov)



California Local Health Officer
Page 2
June 2, 2017

Scope of Work, and Budget once that information becomes final. Funds from Prop 56 will become available on July 1, 2017.

Please complete the attached Letter of Intent form and submit by June 30, 2017, to indicate whether you intend to participate or not.

Additional information about the Local Oral Health Programs will be forthcoming. If you have questions in the meantime, please contact Rosanna Jackson, Oral Health Program Manager, at Rosanna.Jackson@cdph.ca.gov, or at (916) 552-9896.

The next few years will provide California with a unique opportunity to work together to improve oral health for all Californians, while also furthering the California Oral Health Plan objectives. We look forward to working with you.

Sincerely,

Jayanth V. Kumar, DDS, MPH
State Dental Director

Enclosure

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application*
https://www.cdph.ca.gov/Programs/CCDHP/DCDIC/CDCB/CDPH%20Document%20Library/Oral%20Health%20Program/2017-2022PHASEILHJLOHPGuidelines_8-23-17_ADA.pdf

2. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related

Exhibit E
Additional Provisions

to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a

Exhibit E
Additional Provisions

desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or

Exhibit E
Additional Provisions


the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Mendocino County Health and Human Services Agency		<i>Federal ID Number</i> 94-6000520
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Anne Molgaard, Acting HHSA Director		
<i>Date Executed</i> 12/12/17	<i>Executed in the County of</i> Mendocino	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA ORAL HEALTH PROGRAM

Local Oral Health Plan

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Mendocino County Health and Human Services Agency, hereinafter "Grantee"

Implementing the project, Mendocino County Local Oral Health Program," hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 17-10704, A01

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750 and 131085(a).

PURPOSE FOR AMENDMENT: This amendment is: 1) To revise Exhibit B, 4, A. Amounts Payable, to include a lump sum total and Exhibit B is hereby replaced in its entirety with Exhibit B, A01; 2) To replace the Document D (Scope of Work and Deliverables) FY 2017-2022 in its entirety; and 3) To change the name of the grantee from "Mendocino County Health and Human Services Agency" to "County of Mendocino" to align and standardize grantee's name with the new FISCAL accounting system.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Exhibit A Document D – Scope of Work and Deliverables is hereby replaced in its entirety.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS is hereby replaced with Exhibit B, A01 in its entirety.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: <u>County of Mendocino County Health and Human Services Agency</u>
Name: Angela Wright <u>Kimberly Steele</u> , Grant Manager	Name: Ruth Lincoln, PHN, MA, Deputy Director, Public Health Nursing <u>L. Jani Sheppard, Senior Program Manager</u>
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1120 South Dora Street
City, ZIP: Sacramento, CA 95814	City, Zip: Ukiah, CA 95482
Phone: (916) 552-9898 <u>445-8012</u>	Phone: 707-472-2709 <u>2755</u>
Fax: (916) 552-9729 <u>636-6678</u>	Fax: 707-472-2735 <u>2658</u>
E-mail: Angela.Wright <u>Kimberly.Steele@cdph.ca.gov</u>	E-mail: <u>lincolnr@mendocinocounty.org</u> <u>sheppardj@mendocinocounty.org</u>

Direct all inquiries to:

California Department of Public Health, Oral Health Program	Grantee: <u>County of Mendocino County Health and Human Services Agency</u>
Attention: Angela, Wright <u>Kimberly Steele</u>	Name: Ruth Lincoln, PHN, MA, Deputy Director, Public Health Nursing <u>L. Jani Sheppard, Senior Program Manager</u>
Address: MS 7218, 1616 Capitol Avenue, Suite 74 420	Address: 1120 South Dora Street
City, Zip: Sacramento, CA 95814	City, Zip: Ukiah, CA 95482
Phone: (916) 552-9898 <u>445-8012</u>	Phone: 707-472-2709 <u>2755</u>
Fax: (916) 552-9729 <u>636-6678</u>	Fax: 707-472-2735 <u>2658</u>
E-mail: Angela.Wright <u>Kimberly.Steele@cdph.ca.gov</u>	E-mail: <u>lincolnr@mendocinocounty.org</u> <u>sheppardj@mendocinocounty.org</u>

All payments from CDPH to the Grantee; shall be sent to the following address:

<u>Grantee: County of Mendocino</u>
<u>Attention: "Cashier"</u>
<u>Address: 1120 South Dora Street</u>
<u>City, Zip: Ukiah, CA 95482</u>
<u>Phone: (707) 472-2789</u>
<u>Fax: Not Applicable</u>
<u>E-mail: sheppardj@mendocinocounty.org</u>

Either party may make changes to the information above by giving a written notice to the other party. Said changes shall not require an amendment to the agreement, but the Grantee will be required to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

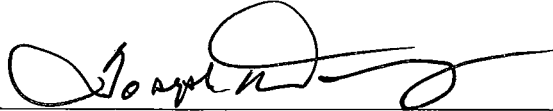
10/29/19



Anne Melgaard, Chief Operations Officer
Tammy Moss Chandler, HHSA Director
Mendocino County Health and Human Services
Agency
727 South State Street
Ukiah, CA 95482

Date:

11/14/19



For ~~Marshay Gregory~~ Michele Golden, Chief *Joseph Torrez*
Contract Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Scope of Work and Deliverables FY 2017-2022

GOAL: The California Department of Public Health, Oral Health Program (CDPH/OHP) shall grant funds to Local Health Jurisdictions (LHJ) from Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) for the purpose and goal of educating about oral health, dental disease prevention, and linkage to treatment of dental disease including dental disease caused by the use of cigarettes and other tobacco products. LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan and shall establish or expand upon existing Local Oral Health Programs (LOHP) to include the following program activities related to oral health in their communities: education, dental disease prevention, linkage to treatment, surveillance, and case management. These activities will improve the oral health of Californians.

Objectives 1-5 below represent public health best practices for planning and establishing new LOHPs. LHJs are required to complete these preliminary Objectives before implementing Objectives 6-11 outlined below. LHJs that have completed these planning activities may submit documentation in support of their accomplishments. Please review the LOHP Guidelines for information regarding the required documentation that must be submitted to CDPH OHP for approval.

Objective 1: Build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

Create a staffing pattern and engage community stakeholders to increase the capacity to achieve large-scale improvements in strategies that support evidence-based interventions, health system interventions, community-clinical linkages, and disease surveillance and evaluation. At a minimum an Oral Health Program Coordinator position should be developed to coordinate the LOHP efforts. Recruit and engage key stakeholders to form an Advisory Committee or task force. Convene and schedule meetings, identify goals and objectives, and establish communication methods. This group can leverage individual members' expertise and connections to achieve measurable improvements in oral health.

Objective 2: Assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus on underserved areas and vulnerable population groups.

Identify partners and form a workgroup to conduct an environmental scan to gather data, create an inventory of resources, and plan a needs assessment. Conduct a needs assessment to determine the need for primary data, identify resources and methods, and develop a work plan to collect missing data. Collect, organize, and analyze data. Prioritize needs assessment issues and findings, and use for program planning, advocacy, and education. Prepare a report and publish.

Scope of Work and Deliverables FY 2017-2022

Objective 3: Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.

Take an inventory of the jurisdiction's communities to identify associations, organizations, institutions and non-traditional partners to provide a comprehensive picture of the LHJ. Conduct key informant interviews, focus groups, and/or surveys, create a map, and publish the assets identified on your website or newsletter.

Objective 4: Develop a Community Health Improvement Plan (CHIP) and an action plan to address oral health needs of underserved areas and vulnerable population groups for the implementation phase to achieve local and state oral health objectives.

Identify a key staff person or consultant to guide the community oral health improvement plan process, including a timeline, objectives, and strategies to achieve the California Oral Health Plan. Recruit stakeholders, community gatekeepers, and non-traditional partners identified in the asset mapping process and members of the AC to participate in a workgroup to develop the CHIP and the Action Plan. The Action Plan will have a timeline to address and implement priority objectives and strategies identified in the CHIP. The workgroup will identify the "who, what, where, when, how long, resources, and communication" aspects of the Action Plan.

Objective 5: Develop an Evaluation Plan that will be used to monitor and assess the progress and success of the Local Oral Health Program.

Participate with the CDPH OHP to engage stakeholders in the Evaluation Plan process, including those involved, those affected, and the primary intended users. Describe the program using a Logic Model; and document the purpose, intended users, evaluation questions and methodology, and timeline for the evaluation. Gather and analyze credible evidence to document the indicators, sources, quality, quantity, and logistics. Justify the conclusions by documenting the standards, analyses, interpretation, and recommendations. Ensure that the Evaluation Plan is used and shared.

Objective 6: Implement evidence-based programs to achieve California Oral Health Plan objectives.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to increase the number of low-income schools with a school-based or school-linked dental program; increase the number of children in grades K-6 receiving fluoride supplements, such as fluoride rinse, fluoride varnish, or fluoride tablets; increase the number of children in grades K-6 receiving dental sealants and increase or maintain the percent of the population receiving community fluoridated water.

Scope of Work and Deliverables FY 2017-2022

Objective 7: Work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: convene partners (e.g., First 5, Early Head Start/Head Start, Maternal Child and Adolescent Health (MCAH), Child Health and Disability Prevention (CHDP), Black Infant Health (BIH), Denti-Cal, Women, Infant and Children (WIC), Home Visiting, schools, community-based organizations, etc.) to improve the oral health of 0-6 year old children by identifying facilitators for care, barriers to care, and gaps to be addressed; and/or increase the number of schools implementing the kindergarten oral health assessment by assessing the number of schools currently not reporting the assessments to the System for California Oral Health Reporting (SCOHR), identifying target schools for intervention, providing guidance to schools, and assessing progress.

Objective 8: Address common risk factors for preventable oral and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices providing tobacco cessation counseling; and/or increase the number of dental office utilizing Rethink Your Drink materials and resources to guide clients toward drinking water, especially tap water, instead of sugar-sweetened beverages.

Objective 9: Coordinate outreach programs, implement education and health literacy campaigns, and promote integration of oral health and primary care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices, primary care offices, and community-based organizations (CBO) (e.g., Early Head Start/Head Start, WIC, Home Visiting, BIH, CHDP, Community Health Worker/Promotora programs, etc.) using the American Academy of Pediatrics' Brush, Book, Bed (BBB) implementation guide; and/or increase the number of dental offices, primary care clinics, and CBOs using the Oral Health Literacy implementation guide to enhance communication in dental/medical offices; and/or increase the number CBOs that incorporate oral health education and referrals into routine business activities.

Scope of Work and Deliverables FY 2017-2022

Objective 10: Assess, support, and assure establishment and improvement of effective oral healthcare delivery and care coordination systems and resources, including workforce development and collaborations to serve vulnerable and underserved populations by integrating oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: regularly convene and lead a jurisdiction-wide Community of Practice comprised of Managed Care Plans, Federally Qualified Health Centers, CBOs, and/or Dental Offices focused on implementing the Agency for Health Care Research and Quality's Design Guide for Implementing Warm Handoffs in Primary Care Settings or the ; and/or identifying a staff person or consultant to facilitate quality improvement coaching to jurisdiction-wide Community of Practice members focused on increasing the number of at-risk persons who are seen in both a medical and dental office; and/or improve the operationalization of an existing policy or guideline, such as the increasing the number of infants who are seen by a dentist by age 1; and/or promote effectiveness of best practices at statewide and national quality improvement conferences.

Objective 11: Create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: create a new (or expand an existing) Oral Health Network, Coalition, or Partnership by identifying key groups and organizations; planning and holding meetings; defining issues and problems; creating a common vision and shared values; and developing and implementing an Action Plan that will result in oral health improvements. LHJs are also encouraged, where possible, to collaborate with local Dental Transformation Initiative (DTI) Local Dental Pilot Projects to convene stakeholders and partners in innovative ways to leverage and expand upon the existing momentum towards improving oral health. LHJs that are currently implementing local DTI projects should develop complementary, supportive, but not duplicative activities.

Scope of Work and Deliverables FY 2017-2022

DELIVERABLES/OUTCOME MEASURES: LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan. Funds are made available through Prop 56 to achieve these deliverables. The activities may include convening, coordination, and collaboration to support planning, disease prevention, education, surveillance, and linkage to treatment programs. To ensure that CDPH fulfills the Prop 56 requirements, LHJs are responsible for meeting the assurances and the following checked deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future Prop 56 funding.

Local Health Jurisdiction Deliverables

Deliverable	Activities	Selected deliverable
Deliverable 1 <i>Objective 1</i>	Develop Advisory Committee/Coalition/Partnership/Task Force (AC) and recruit key organizations/members representing diverse stakeholders and non-traditional partners. A. List of diverse stakeholders engaged to develop and mentor the Community Health Improvement/Action Plan. B. List number of meetings/conference calls held to develop a consensus of AC to determine best practice to address priorities and identify evidence-based programs to implement. C. Develop communication plan/methods to share consistent messaging to increase collaboration. D. Develop a consensus on how to improve access to evidence based programs and clinical services.	<input checked="" type="checkbox"/>
Deliverable 2 <i>Objective 1</i>	Document staff participation in required training webinars, workshops and meetings.	<input checked="" type="checkbox"/>
Deliverable 3 <i>Objective 2 & 3</i>	Conduct needs assessment of available data to determine LHJs health status, oral health status, needs, and available dental and health care services to resources to support underserved communities and vulnerable population groups.	<input checked="" type="checkbox"/>
Deliverable 4 <i>Objective 4</i>	Five-year oral health improvement plan (the "Plan") and an action plan (also called the "work plan"), updated annually, describing disease prevention, surveillance, education, linkage to treatment programs, and evaluation strategies to improve the oral health of the target population based on an assessment of needs, assets and resources.	<input checked="" type="checkbox"/>
Deliverable 5 <i>Objective 5</i>	Create a program logic model describing the local oral health program and update annually	<input checked="" type="checkbox"/>
Deliverable 6 <i>Objective 5</i>	Coordinate with CDPH to develop a surveillance report to determine the status of children's oral health and develop an evaluation work plan for Implementation objectives.	<input checked="" type="checkbox"/>

Scope of Work and Deliverables FY 2017-2022

Deliverable	Activities	Selected deliverable
Deliverable 7 <i>Objective 6</i> School- Based/ School Linked	Compile data for and report annually on educational activities, completing all relevant components on the Data Form: A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a fluoride program. B. Schools, teachers, parents and students receiving educational materials and/or educational sessions. C. Children provided preventive services.	<input checked="" type="checkbox"/>
Deliverable 8 <i>Objective 6</i> School-Based/ School-Linked	Compile data for and report annually on School-based/linked program activities, completing all relevant components on the Data Form: A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a School-based/linked program. B. Schools, teachers, parents and students receiving dental sealant educational materials and/or educational sessions. C. Children screened, linked or provided preventive services including dental sealants.	<input checked="" type="checkbox"/>
Deliverable 9 <i>Objective 6</i> Fluoridation	Compile data for and report annually on Community-Water Fluoridation program activities, completing all relevant components on the Data Form: A. Regional Water District engineer/operator training on the benefits of fluoridation. B. Training for community members who desire to educate others on the benefits of fluoridation at Board of Supervisor, City Council, or Water Board meetings. C. Community-specific fluoridation Education Materials D. Community public awareness campaign such as PSAs, Radio Advertisements	<input type="checkbox"/>
Deliverable 10 <i>Objective 7</i> Kinder-Assessment	Compile data for and report annually on kindergarten oral health assessment activities, completing all relevant components on the Data Form: A. Schools currently not reporting the assessments to SCHOR B. Champions trained to promote kindergarten oral health assessment activities C. Community public relations events and	<input checked="" type="checkbox"/>

Scope of Work and Deliverables FY 2017-2022

Deliverable	Activities	Selected deliverable
	<p>community messages promoting oral health.</p> <p>D. New schools participating in the kindergarten oral health assessment activities.</p> <p>E. Screening linked to essential services.</p> <p>F. Coordination efforts of programs such as kindergarten oral health assessment, WIC/Head Start, pre-school/school based/linked programs, Denti-Cal, Children's Health and Disability Prevention Program, Home Visiting and other programs.</p> <p>G. Identify prevention and healthcare policies and guidelines implemented.</p>	
Deliverable 11 <i>Objective 8</i>	<p>Compile data for and report annually on tobacco cessation activities, completing all relevant components on the Data Form:</p> <p>A. Assessment of readiness of dental offices to provide tobacco cessation counseling.</p> <p>B. Training to dental offices for providing tobacco cessation counseling.</p> <p>C. Dental offices connected to resources</p>	<input checked="" type="checkbox"/>
Deliverable 12 <i>Objective 8</i> **NEW**	<p>Compile data for and report annually on Rethink Your Drink activities, completing all relevant components on the Data Form:</p> <p>A. Assessment of readiness of dental offices to implement Rethink Your Drink materials and resources for guiding patients toward drinking water.</p> <p>B. Training to dental offices for implementing Rethink Your Drink materials.</p> <p>C. Dental offices connected to resources</p>	<input checked="" type="checkbox"/>
Deliverable 13 <i>Objective 9</i>	<p>Compile data for and report annually on health literacy and communication activities, completing all relevant components on the Data Form:</p> <p>A. Partners and champions recruited to launch health literacy campaigns</p> <p>B. Assessments conducted to assess opportunities for implementation</p> <p>C. Training and guidance provided</p> <p>D. Sites/organizations implementing health literacy activities</p>	<input type="checkbox"/>
Deliverable 14 <i>Objective 10</i>	<p>Compile data for and report annually on health care delivery and care coordination systems and resources, completing all relevant components on the Data Form:</p> <p>A. Assessments conducted to assess opportunities for implementation of community-clinical linkages and care</p>	<input type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
	<p>coordination</p> <p>B. Resources such as outreach, Community of Practice, and training developed</p> <p>C. Providers and systems engaged</p>	
Deliverable 15 <i>Objective 11</i>	<p>Compile data for and report annually on community engagement activities, completing all relevant components on the Data Form:-</p> <p>A. Develop a core workgroup to identify strategies to achieve local oral health improvement.</p> <p>B. Provide a list of community engagement strategies to address policy, financing, education, and dental care.</p>	<input type="checkbox"/>
Deliverable 16 <i>Objective 1-11</i>	Progress reporting: submit bi-annual progress reports describing in detail progress of program and evaluation activities and progress towards completing deliverables. Provide documentation in sufficient detail to support the reported activities on planning and intervention activities for required and selected objectives.	<input checked="" type="checkbox"/>
Deliverable 17 <i>Objective 1-11</i>	Expense documenting: submit all expenses incurred during each state fiscal year with the ability to provide back-up documentation for expenses in sufficient detail to allow CDPH-OHP to ascertain compliance with Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Likewise, provide biannual Progress Reports describing in detail the program activities conducted, and the ability to provide source documentation in sufficient detail to support the reported activities.	<input checked="" type="checkbox"/>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

~~Angela Wright~~ **Kimberly Steele**
California Department of Public Health
Office of Oral Health Program
MS 7208 7218
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed: \$835,130

- 1) ~~\$167,026 for the budget period of 01/01/2018 through 06/30/2018.~~
- 2) ~~\$167,026 for the budget period of 07/01/2018 through 06/30/2019.~~
- 3) ~~\$167,026 for the budget period of 07/01/2019 through 06/30/2020.~~
- 4) ~~\$167,026 for the budget period of 07/01/2020 through 06/30/2021.~~
- 5) ~~\$167,026 for the budget period of 07/01/2021 through 06/30/2022.~~

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Tammy Moss Chandler
Tammy Moss Chandler, HHSA Director

Date: 10/29/19

Budgeted: ☒ Yes ☐ No

Budget Unit: 4010

Line Item: 82-5490

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No.: 17-10704

CONTRACTOR/COMPANY NAME

By: see CDPH 1229A, page 3
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CA Dept. of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

INSURANCE REVIEW:

By: Camel G. Bello
Risk Management

Date: 11/1/19

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

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 11/1/19

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Charlotte Scott
Deputy

Date: 10/31/19

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: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 4t)

To: Board of Supervisors

From: Sheriff-Coroner

Meeting Date: July 13, 2021

Department Contact: Matthew Kendall

Phone: 463-4085

Department Contact: My Lan Do Nguyen

Phone: 463-4408

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Agreement with Armourous in the Amount of \$25,000 to Provide Security Personnel Services on a Stand-By Basis for Inmates Receiving Medical Care Outside of the Mendocino County Jail Effective May 11, 2021 through June 30, 2021

Recommended Action/Motion:

Approve Retroactive Agreement with Armourous in the amount of \$25,000 to provide security services on a stand-by basis for inmates receiving medical care outside of the Mendocino County Jail effective May 11, 2021 through June 30, 2021; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On March 23, 2021, the Board approved a Retroactive First Amendment to Agreement No. JA-J21-011 with Armourous in the amount of \$86,700 for a new agreement total of \$111,700 to provide unarmed security personnel services for the period of March 7, 2021 through April 19, 2021.

Summary of Request:

On February 23, 2021 the Sheriff's Office entered into an agreement with Armourous for its unarmed security personnel services to guard an inmate at Stanford Medical Facility for the amount of \$25,000 for the period of February 23, 2021 through March 6, 2021. On March 23, 2021, Sheriff's Office requested an amendment to add funding to the contract and extend its end date to April 19, 2021 due to an extension of stay at Stanford Medical Facility.

On May 11, 2021, the Sheriff's Office submitted this Agreement for County approval. The Sheriff's Office needed Armourous to be on standby in case the above-mentioned inmate needed to return to Stanford Hospital. While the contract was routing through the County approval process, the inmate was admitted to Stanford Hospital, and Armourous provided security services during the admission period.

Due to the unforeseen return of the inmate to Stanford Hospital, this Agreement is presented for retroactive consideration.

Alternative Action/Motion:

Return to staff for alternative handling.

Item #: 4t)

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 2510 862189

current f/y cost: \$65,294.45 in Armorous services

annual recurring cost: \$0

budget clarification: FY 20-21: \$25,000

budgeted in current f/y: No

if no, please describe: Emergency Contract

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: SEPTEMBER 15, 2021

Final Status: Approved on 7/13/21 Withdrawn
from 9/14/21 Agenda (Duplicate Submission)
Agreement No. 21-147



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Armorous, 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 security personnel services on a standby basis; 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 A	Armorous Professional Services 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
Addendum A-1	CLETS Requirements for Unescorted Contractors

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Twenty Five Thousand Dollars (\$25,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

D. B. [Signature] Jun 28, 2021
SHERIFF'S OFFICE DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2510

Line Item: JA - 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

CONTRACTOR/COMPANY NAME

By: [Signature]
Eric Hanson (Jun 28, 2021 11:18 PDT)

Date: Jun 28, 2021

NAME AND ADDRESS OF CONTRACTOR:

Armorous

1360 19th Hole Drive, Suite 207

Windsor, CA 95492

Ph: 707-387-4400

Em: orlando@armorous.com

INSURANCE REVIEW:

By: [Signature]
Risk Management

06/24/2021
Date: _____

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

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

06/24/2021
Date: _____

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 06/24/2021

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: ☒ Exempt
Exempt Pursuant to MCC Section: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

see page 2

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☒ No

Budget Unit: 2510 _____

Line Item: JA - 862189 _____

Grant: ☐ Yes ☒ No

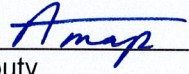
Grant No.: n/a _____

COUNTY OF MENDOCINO

By:  _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS JUL 14 2021

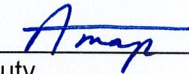
ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:  _____
Deputy JUL 14 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 14 2021

INSURANCE REVIEW:

By: see page 2 _____
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: see page 2 _____
Deputy CEO

CONTRACTOR/COMPANY NAME:

By: see page 2 _____

NAME AND ADDRESS OF CONTRACTOR:

Armorous _____

1360 19th Hole Drive, Suite 207 _____

Windsor _____

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 2 _____
Deputy

ATTACHMENT A

ARMOROUS

-- A Security & Investigations Company -- Professional Services Agreement

1360 19th Hole Drive, Suite 207
Windsor, CA
95492
www.armorous.com

Phone: 707-387-4400
Email: eric@armorous.com
PPO No. 120603

This Professional Services Agreement (hereinafter the "Agreement") is entered into between Armorous (hereinafter "ARMOROUS") and **Mendocino County Sheriff's Office**, whose billing address is **951 Low Gap Road, Ukiah, CA 95482**; (707) 234-2131 (hereinafter "Client") on Tuesday, May 11, 2021. ARMOROUS and Client shall hereinafter collectively be referred to as "the parties" and each as the "party." The parties agree as follows:

1. SERVICES.

- (a) ARMOROUS and Client hereby agree that ARMOROUS shall furnish the number of specified [unarmed] [armed] security personnel at the location(s) (hereinafter "Premises"), and on the day(s) and time(s) specified in Exhibit "A" attached hereto.
- (b) Security personnel services shall be provided in accordance with this Agreement, and with any written instructions or orders (hereinafter referred to as the "Post Orders") to be mutually agreed upon between the parties. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control. In the absence of Post Orders, ARMOROUS shall provide security services in accordance with accepted security industry standards, and in accordance with all State and local requirements. ARMOROUS's primary responsibility will be to observe and report to Client, and to provide a deterrent to criminal activity.
- (c) Security services shall begin as determined by the needs of the Marin County Sheriff's Office and shall conclude on June 30, 2021, unless modified or terminated by the parties with written notice, pursuant to section 12.
- (d) Client acknowledges that ARMOROUS will incur costs to prepare for, staff and commence the services under this Agreement. In the event services are terminated by Client after commencement of the Agreement during the initial term, Client agrees to pay for the first three (3) months of service regardless of whether a full three months of services was provided.

2. PAYMENTS.

- (a) ARMOROUS shall invoice Client for services rendered every week (or at such other time as mutually agreed in writing between the parties).
- (b) Invoices are due and payable upon receipt and become delinquent fifteen (15) days after receipt.

(c) Service Rates: It is agreed that the compensation due ARMOROUS under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime.

(d) Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify ARMOROUS as to the reason for the dispute and the value thereof.

(e) Should Client not make payment in full within the time stated in subparagraph (b) above, then Client shall pay ARMOROUS a late charge of one and one-half percent (1.5%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts disputed by the Client in good faith.

3. INDEPENDENT CONTRACTOR/EMPLOYER.

- (a) ARMOROUS agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, joint venturer, affiliate, or associate of Client.
- (b) ARMOROUS shall hire all security personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance.
- (c) All security personnel shall be under the direction and control of ARMOROUS. ARMOROUS shall have the right to assign such security personnel as it sees fit. ARMOROUS may change security personnel in its sole and absolute discretion. Upon reasonable request by Client, ARMOROUS shall reassign its employees as long as such request does not violate any applicable state or federal law as determined by ARMOROUS.
- (d) ARMOROUS shall provide its security personnel with all necessary uniforms, badges and equipment (as appropriate). Non-standard uniforms or equipment

required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.

(c) All security personnel shall be employees of ARMOROUS or subcontractors to ARMOROUS (when appropriate) and shall not be deemed to be employees of Client.

4. PROPERTY.

(a) Any and all property, equipment and supplies furnished by ARMOROUS to provide the services hereunder shall remain the property of ARMOROUS and ARMOROUS shall at all times, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.

(b) Any and all Client-owned equipment and supplies provided to ARMOROUS to aid in providing the services hereunder will be given proper care by ARMOROUS and returned to Client on demand in original condition, normal wear and tear excepted.

5. NOTIFICATION OF HAZARDS. Client agrees to notify ARMOROUS of any physical or environmental hazards on or about the Premises to which exposure could lead to injury or illness of ARMOROUS's employees.

6. CLIENT VEHICLES. If Client requires ARMOROUS personnel to use any vehicle or operate any equipment during the course of security personnel duties, other than the security personnel's own personal vehicle or a vehicle provided by ARMOROUS, Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles, that ARMOROUS and its personnel will be deemed an insured, and that the insurance covering such vehicles is primary and non-contributory.

7. _____

8. LOSS OF KEYS. If Client entrusts ARMOROUS with keys to its Premises, facilities or equipment,

ARMOROUS will be responsible for such keys only when they are in the custody of a ARMOROUS employee. Should keys be lost by other than theft while in the custody of ARMOROUS, ARMOROUS agrees to replace all such keys and related locks at the cost of replacement, including labor, not to exceed one thousand dollars (\$1,000.00).

9. INDEMNIFICATION.

(a) ARMOROUS shall defend, indemnify, and hold harmless Client and the County of Mendocino, and their employees under this Agreement, against any claim, loss, or damages, resulting from, or alleged to be resulting from, the active or passive negligence, concurrent or otherwise, or willful misconduct of ARMOROUS, its employees, agents, vendors, subcontractors except third party claims by ARMOROUS employees. ARMOROUS's defense of Client will in no event exceed ARMOROUS's apportioned liability, inclusive of attorneys' fees and costs, and ARMOROUS will not be liable for any incidental or consequential damages, or lost profits.

(b) Client shall defend, indemnify, and hold harmless ARMOROUS, its agents and employees from and against any and all Claims resulting from, or alleged to be resulting from, the active or passive negligence, concurrent or otherwise, or willful misconduct of Client, its employees, agents, vendors, subcontractors, affiliates, and independent contractors other than ARMOROUS, or for any non-standard services not specified herein or in the written Post Orders performed by ARMOROUS at the verbal or written request, direction, or on behalf of Client or its agents. Client's defense of ARMOROUS will in no event exceed Client's apportioned liability, inclusive of attorneys' fees and costs, and Client will not be liable for any incidental or consequential damages, or lost profits.

(c) Notwithstanding the foregoing Section 9(a) and (b) the Client agrees that in no event will ARMOROUS's or its insurers' total claimed liability for any Claim arising out of the services provided hereunder exceed the maximum amount of Twenty-Five Thousand dollars (\$25,000.00). Further, if the services include alarm response, in no event will ARMOROUS's or its insurers' total claimed liability for any Claim arising from any delay or failure in responding to an alarm to the extent the Claim exceeds \$500.00. The limitations of liability in this Section 9(c) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by ARMOROUS, its employees or agents, including that related to the hiring, training, supervision or retention of ARMOROUS's employees or agents.

(d) ARMOROUS's indemnity obligations herein shall not be construed as a waiver of the statutory protections afforded to ARMOROUS by any and all applicable Workers' Compensation laws or statutes.

(e) The indemnity obligations of ARMOROUS and Client set forth herein shall survive the expiration or termination of this Agreement.

10. **INSURANCE.**

(a) At all times during the term of this Agreement, ARMOROUS will maintain in full force and effect without interruption, the following insurance policies: (i) Workers' Compensation insurance for ARMOROUS employees for the statutory limits; and (ii) Commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

(b) ARMOROUS shall not be responsible for any loss or damage to its Premises, business, and property and to property of others on Client's Premises occurring as result of fire, theft or other casualty or loss, however caused, unless such loss or damage is directly caused by ARMOROUS, its employees or contractors.

(c) Client shall provide and maintain at its cost a commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall remain in full force and effect for the time period of the services provided by ARMOROUS. ARMOROUS shall be added as an additional insured on the policy and Client shall provide an additional insured endorsement evidencing that ARMOROUS is an additional insured and coverage is in effect during the full or extended term of this Agreement.

(d) In the event of a loss or damage to the Premises, facilities or equipment of Client, or facilities or equipment of others on the Premises, due to fire or other casualty, Client's insurance shall be primary to any insurance provided by ARMOROUS.

(e) The indemnity obligations of ARMOROUS and Client set forth herein shall survive the expiration or termination of this Agreement.

(f) Client shall give written Notice to ARMOROUS of any or potential Claims of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of Client shall be instituted or maintained against ARMOROUS by Client unless notice of such Claim shall have been given by Client to ARMOROUS in the manner and form set forth herein. No action to recover for any Claim of Client shall be instituted or maintained by Client against ARMOROUS unless said action shall have been instituted not later than twelve (12) months following notification of the occurrence giving rise to such Claim.

11. **NO WARRANTY.** Client recognizes that ARMOROUS is not an insurer of property or persons and makes no warranty, express or implied, that the security services provided will prevent loss, damage or injury to Client, Client's guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences therefrom.

12. **TERMINATION.** This Agreement may be terminated at any time by either party following the initial term, without cause, by giving thirty (30) days

written Notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party including, but not limited to, the timely payment by Client to ARMOROUS of all invoiced charges, this Agreement may be terminated immediately without penalty to the non-breaching party. In the event of a cancellation prior to the expiration of three months of the initial term, Client shall remain responsible for payment of the first three months, as set forth in section 1(e), above.

13. **NO THIRD PARTY RIGHTS.** Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.

14. **WAIVER.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

15. **INVALIDITY OF PROVISIONS.** The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

17. **REPRESENTATIVE CAPACITY.** Each signatory to this Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

18. **CALIFORNIA LAW.** This Agreement is entered into in the State of California. It shall be governed by, interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law.

19. **INTERPRETATION OF AGREEMENT.** The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

20. **BINDING NATURE OF PROVISIONS.** All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

21. **AMENDMENT/MODIFICATION.** This Agreement and any Exhibits may only be amended, modified, superseded or canceled in writing executed by each of the parties.

22. **FORUM.** The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in the jurisdiction where the security services are rendered, but in all cases, within the State of California, with respect to any action or suit hereunder.

23. **ATTORNEY FEES.** In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

24. **NOTICES.** All Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:

Notice to Client shall be sent to:
Undersheriff Darren Brewster
brewsted@mendocinocounty.org
951 Low Gap Road
Ukiah, CA
95482

Notice to ARMOROUS shall be sent to:
Eric Hanson
Armorous
1360 19th Hole Drive, Suite 207
Windsor, CA
95492

25. **FORCE MAJEURE.** The obligations of ARMOROUS hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond ARMOROUS's reasonable economic control.

26. **COMPLIANCE WITH LAW.**

(a) ARMOROUS shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees ("Governmental Regulations") associated with the services provided under this Agreement.

(b) Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation: (i) Environmental Laws; (ii) laws relating to accessibility by and accommodation of handicapped persons; and (iii) laws relating to discrimination of any type of manner.

27. **ASSIGNMENT.** Neither Client nor ARMOROUS shall assign this Agreement or assign any rights arising under or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld. ARMOROUS may, under particular circumstances, sub-contract with other licensed security providers to provide services under this Agreement. Client authorizes ARMOROUS to subcontract when necessary to provide outstanding services to Client.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL.

IN WITNESS WHEREOF, parties have executed this contract as of the day, month and year indicated above.

ARMOROUS

CLIENT

BY: Eric Hanson

BY: Darren Brewster

DATE: Tuesday, May 11, 2021

DATE: Tuesday, May 11, 2021

TITLE: _____

TITLE: _____

CEO

Mendocino County Undersheriff


Eric Hanson (Jun 28, 2021 11:18 PDT)



EXHIBIT "A"
to Agreement between

ARMOROUS

And

Mendocino County Sheriff's Office

LOCATIONS FOR ARMED SECURITY SERVICES PROVIDED BY ARMOROUS

<u>Location</u>	<u>Number of Security Personnel</u>	<u>Hours</u>
1. To Be Determined by the needs of MCSO	To Be Determined by the needs of MCSO	24 hours a day

The location(s), day(s) and time(s) listed in this Exhibit "A" may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. Client acknowledges that Client alone has chosen the number of [armed] [unarmed] security personnel and type of services to be provided under the Agreement; that ARMOROUS has informed Client that additional security personnel and services are available at an additional cost; and that Client has elected not to avail itself of additional security personnel or services at this time.

SCOPE OF SERVICES PROVIDED:

ARMOROUS shall provide uniformed armed security services at the client's Location(s) (listed above), or at other additional locations requested by Client. Security officers will, by their presence, serve to act as a deterrent to criminal activity. Security officers will abide by specific Post Orders and within the standards of the industry for well-trained security officers. All services will be provided by ARMOROUS employees and agents that are highly trained individuals. All such employees shall possess and maintain all required licenses and registrations to perform their duties under this Agreement.

Additional Services Requested By Client: [List here, if applicable.]

EXHIBIT "B"
to Agreement between

ARMOROUS

and

Mendocino County Sheriff's Office

BILLING RATES

The billing rates for armed security agent services shall be as follows and shall not exceed \$25,000 in total billing:

REGULAR SERVICE [Armed]:	\$ 85	per hr.
OVERTIME & HOLIDAY:	\$ 127.50	per hr.

Regular billing rates shall be used for all regularly scheduled work for the hours specified in Exhibit A for the first 8 hours per Security Officer. All hours in excess of 12 hours per day per Officer shall be paid at Double the Regular Service Rate. Annual Increases: Billing rates shall automatically increase by three percent (3%) per year on each anniversary of this Agreement.

Expenses: Client agrees to reimburse ARMOROUS for the reasonable costs associated with providing services under this Agreement when such costs are incurred at Client's request. Client may request receipts. Such costs shall be included in the regular invoices.

SPECIAL RATES FOR ADDITIONAL SERVICES

1. Requests for extra service with short lead time will be billed at the overtime rate as follows: (a) Requests received between 8 a.m., Monday through 6 p.m., Friday, in a non-holiday week, will be billed at the overtime rate for the first 48 hours of service, if less than 48 hours' notice is received; (b) Requests received between 6 p.m., Friday through 8 a.m., Monday, or 6 p.m. on the evening of a holiday through 8 a.m. on the morning following the holiday, will be billed at the overtime rate for the first 72 hours of service, if less than 72 hours' notice is received.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. A labor strike or other emergency situation that creates a working environment for security personnel that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
4. On or before the expiration date of one (1) year from the initial date of service under this Agreement, the parties hereto agree to reopen negotiations for the purpose of considering revised billing rates. However, service rates and quantity of service may be amended at any time upon the mutual agreement in writing by authorized agents of ARMOROUS and Client without otherwise affecting any understandings contained in this Agreement.
5. Should there be a change in state or federal minimum wage rate, workers' compensation rate, health insurance, liability insurance rate, city, state or federal tax contribution by employers, or other imposed costs that are beyond the control of ARMOROUS and that have an adverse effect on the operating costs of ARMOROUS, Client agrees to pay for such revised billing rates that will reimburse ARMOROUS for its added costs.
6. ARMOROUS Agents and personnel shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which ARMOROUS is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the prevailing Regular Rates set forth above, in addition to reasonable costs and expenses incurred.

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. 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

CONTRACTOR will include their County vendor # and County contract # on each invoice.

2. Payments under this agreement shall not exceed \$25,000 for the term of this agreement

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

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.

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

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 offence 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.

Eric Hanson

(Type Name)

CEO

(Title)


Eric Hanson (Jun 28, 2021 11:18 PDT)

(Signature)

Armorous

(Organization Name)

1360 19th Hole Drive, Suite 207
Windsor, CA 95492

(Organization Address)

Jun 28, 2021

(Date)

Addendum A-1

CLETS Requirements for Unescorted Contractors

A. CONTRACTOR shall ensure that all CONTRACTOR'S employees, subcontractors and employees of subcontractors have completed the following forms, training or other requirements (all items must be completed):

- CLETS Private Contractor Management Agreement - HDC 0004B
- CLETS FBI CJIS Security Addendum - HDC 0012
- CLETS Employee/Volunteer Statement - HDC 0009
- DOJ/CII & FBI/III Check (Prior to access)
- Security Awareness Training & signed attendance roster
- Agency issued ID Card indicating 'Unescorted'

B. Forms and information needed to complete these requirements shall be provided by COUNTY. Contact Rose Britton at brittonr@mendocinocounty.org or 707-463-4095.

I certify that I have read and understand the requirements of Addendum A-1 and will comply and keep records for possible audit purposes by the Department of Justice (DOJ).

Eric Hanson

Name (printed)



Eric Hanson (Jun 28, 2021 11:18 PDT)

Signature

CEO

Title

Jun 28, 2021

Date



Mendocino County Board of Supervisors Agenda Summary

Item #: 4u)

To: Board of Supervisors

From: Sheriff-Coroner

Meeting Date: September 14, 2021

Department Contact: Matthew Kendall

Phone: 463-4085

Department Contact: My Lan Do Nguyen

Phone: 463-4408

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Ratification of Submission of Grant Application for the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the Amount of \$16,156 for the Replacement of Aged Computer Equipment to be Utilized between October 1, 2020 through September 30, 2022; and Authorization for the Sheriff to Accept Funds and Sign the Resulting Revenue Agreement if Awarded by the U.S. Department of Justice (DOJ)

Recommended Action/Motion:

Ratify submission of grant application for the FY 2021 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of \$16,156 for the replacement of aged computer equipment to be utilized between October 1, 2020 through September 30, 2022; authorize the Sheriff to accept funds and sign the resulting Revenue Agreement if awarded by the U.S. Department of Justice (DOJ); and authorize the Sheriff or designee to sign any amendments to the agreement that do not increase the maximum amount.

Previous Board/Board Committee Actions:

August 18, 2020, Ratification of Submission of BJA FY 2020 Edward Byrne Justice Assistance Grant Application, Item No. 4(af).

Summary of Request:

The U.S. DOJ Edward Byrne JAG Program issues an opportunity for local government to apply for funds each year. The goal of the funding is to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The proposed award for Mendocino County is \$16,156.

For the past several years, the Sheriff's Office has applied for and received annual DOJ JAG awards. The grant funds will be used to replace aged computer equipment that is essential to front line law enforcement and support staff. The funding will allow the Sheriff's Office to avoid degradation of public safety due to inadequate equipment. Approval of this item will commence the 30-day period during which citizens and neighborhood or community organizations will have the opportunity to comment on the award application.

On July 27, 2021, a letter requesting approval to submit the application was sent to the CEO as per County Policy 25, Section One, Number 4 to seek approval with follow up to the Board of Supervisors at their next

Item #: 4u)

available meeting.

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: U.S. Department of Justice

current f/y cost: Grant amount in Federal FY 20

\$17,448

annual recurring cost: Unknown

budget clarification: The grant period is from October 1, 2020 through September 30, 2022, with \$16,156 allocated for the period.

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

revenue agreement: Yes

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

Date: September 15, 2021

Final Status: **Approved**



MATTHEW C. KENDALL
Sheriff-Coroner



Undersheriff Darren Brewster

Captain Gregory L. Van Patten
Field Services

Captain Tim Pearce
Corrections

County of Mendocino
Office Of The Sheriff-Coroner

July 27, 2021

Carmel Angelo, CEO
Mendocino County

Dear Carmel,

The Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) has recently released their local solicitation for grant funds for federal year 2021/22. The application is due August 9, 2021 by 11:59 p.m. (Eastern Standard Time). This grant is \$16,156 and the funds are used to update outdated computer equipment for law enforcement. This is an annual grant opportunity with a short turn-around time frame.

The application is being prepared this week. However, there is not time to send this request to the Board of Supervisors to meet the August 9, 2021 filing deadline.

Under County Policy #25, Section One, Number 4, if there is a time restriction that limits the department from going to the Board, the CEO may approve signing as long as the department takes the item to the Board of Supervisors at their next available meeting.

I am requesting your approval for my signature on the BJA JAG application for federal year 2021/22 so we may meet the deadline and obtain the funding.

I appreciate your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Matthew C. Kendall".

Matthew C. Kendall
Sheriff



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Solicitation Number: O-BJA-2021-135004

Solicitation Release Date: June 08, 2021 5:00 PM

Grants.gov Deadline: July 26, 2021 11:59 PM

Application JustGrants Deadline: August 09, 2021 11:59 PM

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Solicitation Category

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-00149-PROD	Category 1 - Applicants with eligible allocation	603	\$45,735,895.00	10/1/2020 12:00 AM	24

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
	amounts of less than \$25,000				
C-BJA-2021-00150-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	582	\$44,143,102.00	10/1/2020 12:00 AM	48

Eligibility (Who may apply):

- Units of local government
- Other

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The expected eligible allocations by state for the fiscal year (FY) 2021 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2021-allocations>.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and Units of Local Government requirements section for more information.

Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Agency Contact Description

For technical assistance with submitting the **SF-424** and **SF-LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, [Grants.gov customer support web page](#), or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ’s Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833–872–5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time, Monday–Friday, and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov

within 24 hours after the application deadline to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [grant manager](#).

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain a Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#).

Edward Byrne Memorial Justice Assistance Grant Program FY 2021 Local Formula Grant Solicitation CFDA # 16.738

Program Description

Overview

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2021 JAG Program Local Solicitation. (BJA will issue a separate solicitation for states.)

Statutory Authority

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local

Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#). Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or the [JAG Technical Report](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state’s allocation table:

- (1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- (2) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
- (3) Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2021 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on: Restoring Justice – Support for State, Local, Tribal, and Territorial Administration (SLTT) of Criminal Justice; Community Violence Intervention; Law Enforcement Accreditation, Policy Development, and Training; Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities; Sustaining COVID-19 Criminal Justice Innovations; and Innovative Forensic Technologies such as Rapid DNA for Booking Stations. BJA encourages each state recipient of an FY 2021 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

- Restoring Justice – Support for SLTT Administration of Criminal Justice
In March 2020, SLTT governments began implementing various community mitigation policies to prevent and reduce the spread of COVID-19. As a part of these restrictions, throughout the country, courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which has impacts on criminal court operations and court staff, victims and witnesses, as well as defendants. BJA encourages state and local jurisdictions to invest JAG funds in efforts to restore justice by addressing this backlog. This could include purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court.
- Community Violence Intervention
Cities across the U.S. are experiencing a historic spike in homicides and gun violence that disproportionately impacts people of color. The recent high-profile mass shootings in Boulder (taking the lives of 10 individuals) and Atlanta (taking the lives of eight individuals, including six Asian American women) underscored the relentlessness of this epidemic. As a result, the Biden-Harris Administration and Department of Justice are undertaking a number of steps to keep guns out of the hands of criminals, reduce the risk of gun violence, and prioritize investment in community violence intervention (CVI). There are [proven](#) CVI strategies for reducing gun violence through tools other than

incarceration. For example, violence interruption programs deploy trusted messengers to work directly with individuals most likely to commit gun violence, intervene in conflicts, and connect people to social and economic services to reduce the likelihood of gun violence as an answer. Hospital-based violence interventions engage people who have been shot while they are still in the hospital, connecting them to services to decrease the likelihood that they commit gun violence or are victimized in the future. BJA encourages state and local jurisdictions to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on [BJA's National Training and Technical Assistance Center \(NTTAC\) website](#), and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#) as well.

- Law Enforcement Accreditation, Policy Development, and Training
The calls for police reform continue to grow, with an emphasis on protecting the sanctity of life and eliminating systemic biases, implicit or otherwise. In particular, racial profiling and related bias are particularly pernicious as they deprive communities of color of basic constitutional protections and erode confidence in policing — an essential cornerstone for crime reduction and safe communities. BJA encourages state and local jurisdictions to utilize JAG funds for the purposes of law enforcement accreditation, and developing and maintaining policies and law enforcement training focused on addressing those areas most likely to promote trust, transparency, and accountability, including use of force, racial profiling, implicit bias, procedural justice, and duty to intervene.
- Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities
This will focus on software/hardware solutions designed to enhance agency transparency with the capability of facilitating information sharing with the public, promoting an agency's work, and developing data-driven programs that improve public safety and build trust. Examples could include the sharing of information about crime statistics, locations of criminal activity, aggregated information regarding internal affairs complaints, resolution of cases and issues in the community, support for community surveys, and outreach to residents to gather their feedback.
- Sustaining COVID-19 Criminal Justice Innovations
As a result of the COVID-19 pandemic, SLTT criminal justice agencies made strides to create innovative ways to administer justice while balancing the need to mitigate the coronavirus and maintain social distancing. While many of these innovations had an upfront cost, they will prove to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as increased and enhanced the use of electronic monitoring. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain these cost-saving efficiencies that resulted from the COVID-19 pandemic. As such, BJA encourages SLTT agencies to utilize JAG funds for these sustainment activities.
- Innovative Forensic Technologies such as Rapid DNA for Booking Stations

Rapid DNA, or Rapid DNA analysis, is a term used to describe the fully automated (hands free) process of developing a DNA profile from a reference sample mouth swab in 1-2 hours without the need of a DNA laboratory and without any human intervention. The overall goal of the Rapid DNA initiative is to immediately enroll qualifying arrestees in CODIS and search unsolved crimes of special concern in near real time during the [booking process](#). The FBI worked with numerous stakeholder groups to develop [Standards for the Operation of Rapid DNA Booking Systems by Law Enforcement Booking Agencies](#), the corresponding [Audit Document](#) for these standards, and the [National Rapid DNA Booking Operational Procedures Manual](#) for the FBI approval and operation of the Rapid DNA devices in booking agencies. Below is an abbreviated list of prerequisites for federal, state, and local booking agencies to participate in Rapid DNA:

- The state must have implemented an arrestee DNA collection law that authorizes DNA sample collection from a person arrested for a specified offense at the time of arrest and for which there are no additional requirements (i.e., determination of probable cause) for the analysis of that arrestee DNA sample. Federal booking agencies already meet this prerequisite.
- Electronic Fingerprint (Live Scan) integration during the booking process for obtaining State Identification Numbers (SID) (UCN for federal booking agencies) from the State Identification Bureau (FBI for federal) in near real time.
- The booking agency must have network connectivity with the State Identification Bureau (SIB)/CJIS Systems Agency (CSA).
- The booking agency and/or state must technically integrate Rapid DNA within their automated fingerprint process in a way that must ensure only qualifying arrestees are processed.

It will be critical for booking agencies to work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see [National Rapid DNA Booking Operational Procedures Manual](#)). BJA encourages those states with arrestee DNA collection laws that meet the prerequisites above to consider using JAG funds to implement Rapid DNA technology (or the defined prerequisites above, such as Live Scan integration) in booking stations within their states.

Additional Uses of JAG Funds

JAG funds awarded to a unit of local government under this FY 2021 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones by detainees and inmates. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).

- To purchase fentanyl detection equipment and training for law enforcement safety, as well as naloxone distribution.
- To purchase drug detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Additionally, JAG funds awarded under this FY 2021 solicitation may be used for any purpose indicated here:
<https://bjaojp.gov/sites/g/files/xyckuh186/files/media/document/jag-use-of-funds.pdf>.

Limitations on the Use of JAG Funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited Expenditures and Associated Procedures under JAG

JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at [34 U.S.C. § 10152](#). JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless DOJ certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

The JAG statute, 34 U.S.C. §§ 10151-10158, specifically identifies a list of prohibited items, including unmanned aircraft, unmanned aerial vehicles, and unmanned aerial systems, which cannot be purchased with JAG funds unless the BJA Director certifies that extraordinary and exigent circumstances exist that make the use of such funds to purchase these prohibited items essential to the maintenance of public safety and good order. Additional information on prohibited expenditures under JAG, including the process to obtain prior approval to purchase a prohibited item(s), can be found within the [JAG Prohibited Expenditures Guidance](#) or within the [JAG FAQs](#) document (see Use of Funds section).

Other Program Requirements

Trust Fund — States (or State Administering Agencies) or units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor or chairman) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>. Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2021 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., mayor or chairman).

Body-Worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2021 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-worn-camera-policy-cert.pdf>.

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

The BJA BWC Tool Kit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWCIIP). BWCIIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data

storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2021 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See [34 U.S.C. § 10202\(c\)](#). The certification form related to mandatory wear can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-armor-mandatory-wear-cert.pdf>. Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available from the Bulletproof Vest Partnership (BVP) Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Apart from the JAG Program, BJA provides funds under the Bulletproof Vest Partnership Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

Interoperable Communications — Units of local government (including any subrecipients) that

are using FY 2021 JAG funds for emergency communications activities should comply with the *SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance)*, including provisions on technical standards that ensure and enhance interoperable communications. The *SAFECOM Guidance* is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the *SAFECOM Guidance* provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects
- Emergency communications activities that can be funded through federal grants
- Best practices, policies, and technical standards that help to improve interoperability
- Resources to help grant recipients comply with technical standards and grant requirements

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity and Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. *SAFECOM Guidance* is applicable to all federal grants funding emergency communications. The most recent version of the *SAFECOM Guidance* is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2021 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2021 JAG Program funding should be identified during the quarterly performance measurement reporting.

Further, information-sharing projects funded with FY 2021 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety communities. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document their planned approaches to information sharing, describe their compliance with GSP, and document an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law,

a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to National Instant Criminal Background Check System (NICS) determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

Potential Set-Asides and/or Funding Reductions

National Incident-Based Reporting System 3 Percent Set-Aside

In FY 2016, the FBI formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). As of January 1, 2021, the FBI's NIBRS is the law enforcement crime data reporting standard for the nation, and SRS data are no longer accepted by the UCR Program. By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. (See [34 U.S.C. § 10156](#).) Eventually, JAG Program awards will be calculated using NIBRS data and NIBRS compliance will impact JAG Program eligibility.

Beginning in FY 2018, BJA required, through the application of an award condition, direct JAG award recipients not certified by the FBI as NIBRS compliant to set aside 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent set-aside will continue in FY 2021 to help ensure remaining states and units of local government become NIBRS compliant.

Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects relating to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident-Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies on how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program according to the state's standard and/or directly to the FBI according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by the FBI as of the posting date of the Local JAG Program solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (written documentation from the FBI that certifies NIBRS compliance) to their State Policy Advisor listed in the JustGrants System. Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then take the necessary action to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the FBI certification of NIBRS compliance. Such documentation must be made available for BJA review upon request. If approved, units of local government will not be subject to the 3 percent

set-aside requirement.

Goals, Objectives, and Deliverables

Goals

In general, the FY 2021 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf> and demonstrate the results of the work completed, as discussed under What an Application Should Include.

The goals and objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under the Application and Submission Information section.

Deliverables

A unit of local government that receives an FY 2021 JAG award will be required to produce various types of reports, including quarterly financial reports, quarterly performance reports, and semiannual progress reports in JustGrants.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Federal Award Information

Total number of awards BJA expects to make: 1,185 potential awards

Maximum dollar amount for each award: \$4,095,916 (New York City)

Total amount to be awarded under solicitation: \$89,878,997

Period of performance start date: October 1, 2020

Period of performance duration: 24–48 months

Category 1 – Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the grant end date and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Bureau of Justice Assistance and must be requested via JustGrants no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY 2021 JAG Program can be found at:
<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY21-State-JAG-Allocations.pdf>.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see Federal Award Information.

Application and Submission Information

Content of Application Submission

See the Application Elements and Formatting Instructions section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (Standard Form (SF)-424) in Grants.gov.

The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its state E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organizations legal name and address.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment

Category 1 – Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

- a. Description of the Issue – Identify the unit of local government's strategy/funding priorities for the FY 2021 JAG funds, the subgrant award process (if applicable, including disparities) and timeline, any progress or challenges, and a description of the programs to be funded over the 2- to 4-year grant period.
- b. Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice/juvenile justice agencies in the state.
- d. Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives previously identified under "Objectives."

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables."

Award recipients will be required to submit performance measure data in BJA's Performance Measurement Tool (PMT) located at <https://bjapmt.ojp.gov/help/JAGDocs.html> and separately submit a semiannual performance report in JustGrants. Further guidance on the post-award submission process will be provided, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

See the [OJP Grant Application Resource Guide](#) for additional information.

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable). Any costs associated with disparate localities should be noted in the "subaward" category of the budget detail worksheet

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states and units of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Indirect Cost Rate Agreement

Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Additional Application Components

Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., mayor or chairman) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled Other Program Requirements. The most up-to-date certification form can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>.

Disclosures and Assurances

Applications will complete the following disclosures and assurances.

Disclosure of Lobbying Activities

Applicants will complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurance

See DOJ Certified Standard Assurance on the [OJP Grant Application Resource Guide](#).

DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. See the [OJP Grant Application Resource Guide](#).

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, applicants will submit as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Applicants will submit the **full application**, including attachments, in JustGrants at <https://justgrants.usdoj.gov/>.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** will be submitted in Grants.gov by 11:59 p.m. ET on July 26, 2021. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants by 11:59 p.m. ET on August 9, 2021. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the Program Description, any recipient of an award under this solicitation will be required to submit certain reports and data.

Category 1 – Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual progress report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA’s PMT.
- Semiannual progress reports and a final progress report (at any time once all project activity has concluded) through OJP’s JustGrants.

Future awards and/or fund drawdowns may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

Accountability measurement data must be submitted through BJA’s Performance Measurement Tool, available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of the local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to Provide Feedback to OJP.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant Formula Program: FY 2021 Local Solicitation

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire AOR confirmation from the E-Biz POC (see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov
- ☐ Access Funding Opportunity and Application Package (see [OJP Grant Application Resource Guide](#))
- ☐ Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- ☐ Read [Important Notice: Applying for Grants in Grants.gov](#)
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- ☐ Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2021 JAG Allocations listed at: <https://bja.ojp.gov/program/jag/fy-2021-allocations>.

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

- ☐ Submit **SF-424** and **SF-LLL** in Grants.gov

*After **SF-424** and **SF-LLL** submission in Grants.gov, Receive Grants.gov Email Notifications That:*

- ☐ Submission has been received in Grants.gov
- ☐ Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- ☐ Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support web page](#), or email at support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Receive email notification to complete application in JustGrants:

- ☐ Complete Application in JustGrants

Content of Application Submission

- ☐ Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov
- ☐ Intergovernmental Review
- ☐ Standard Applicant Information (SF-424 information from Grants.gov)
- ☐ Proposal Narrative

Budget and Associated Documentation

- ☐ Budget Worksheet and Budget Narrative (attachment)
- ☐ Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- ☐ Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- ☐ [Certifications and Assurances by Chief Executive](#)

Disclosures and Assurances

- ☐ [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- ☐ DOJ Certified Standard Assurance (see [OJP Grant Application Resource Guide](#))

- ☐ DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Submit Application in JustGrants:

- ☐ Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- ☐ Contact JustGrants.Support@usdoj.gov or 833–872–5175 regarding technical difficulties.

County of Mendocino

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program

Information Technology Equipment Upgrade

Program Narrative

Applicant Name: Mendocino County

Title of Project: Information Technology Equipment Upgrade

Brief Description of Problem: Mendocino County plan to use grant funds to address our aging information technology hardware. Technology is outdated almost instantly upon installation of new equipment and gear. Keeping computer equipment current, up to date and working properly for law enforcement personnel is an ongoing project. Making sure the technology is working properly can mean the difference between life and death for Sheriff Deputies on the front lines who depend on the information at a quick pace when detaining suspects and checking backgrounds etc.

Targeted Area and Population: Mendocino County is a very large county geographically. It covers 3,506.34 square miles of mostly rural, mountainous, forested land. Land rises at the highest peak 6,958 feet down to sea level along the rugged north coast. It has 86,749 residents spread throughout the county, with the largest populated areas centered around Ukiah (county seat), Willits (north county) and Fort Bragg (central coast). Our project serve the entire county and all residents as the information received and used via the technology employed by the County's Sheriff Office is used to protect all residents in every corner of the county.

Goals and Objectives: The objective of the project is to identify IT equipment that needs to be replaced or updated and bring the equipment into compliance for the safety of law enforcement personnel and the public.

Project Strategy Description: The County Sheriff's Office IT staff, annually, inventories its computer and equipment. Older units or problem units are identified, logged and considered for repair, update or replacement. A supplier is researched, identified and a quote is requested. Once received the project is then entered into the County procurement process with the County Central Services Agency for completion. Once units are received they are deployed according to the inventory list prepared earlier.

Significant Partnerships: The County works with the Sheriff Office, the County Central Services department, the State General Services department and the supplier.

Anticipated Outcomes: The outcome anticipated is to have fully functioning computer technology, up to date and reliable for law enforcement use in the course of the business of protecting the public we serve.

Data Collection: Progress and data will be reported on a quarterly basis through performance reports and federal financial reports on JustGrants.

County of Mendocino

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program

Information Technology Equipment Upgrade

A. Budget

Description	No. of Items	Unit Cost	Total Cost (Rounded)
3 Years Hardware Service	17	\$95.53	\$1,625
8x DVD+/-RW 9.5mm ODD	17	\$31.50	\$536
OptiPlex 7090 Tower with 260W (Platinum), BCC, DAO, Supports up to 8 Core Processors	17	\$4.10	\$70
Dell Optical Mouse - MS116 (Black)	17	\$2.05	\$35
Dell KB216 Wired Keyboard English	17	\$2.87	\$49
AMD RX 640 4GB FH (DP/mDP/mDP)	17	\$100.80	\$1,714
2.5" 500GB 7200RPM SATA Hard Disk Drive	17	\$36.90	\$628
Dell OptiPlex 5060 SFF Intel Core	17	\$196.80	\$3,346
10th Generation Intel® Core™ i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	17	\$180.40	\$3,067
Windows 10 Pro English, French, Spanish	17	\$73.80	\$1,255
16GB ,1x16GB, DDR4 non ECC memory	17	\$131.20	\$2,231
3% NIBRS Set Aside is \$485.68			
\$28.11 Towards 3 Years Hardware Services	1	\$28.11	*Included in Cost of 3 Years Hardware Service
\$456.57 Towards Staffing Costs	1	\$456.57	\$457
Tax and Freight	1	\$1,142.29	\$1,143
Total			\$16,156

B. Budget Narrative

The County of Mendocino has been allocated \$16,156 under the FY 2021 Edward Byrne Memorial Justice Assistance Grant Program. These funds will be used for the acquisition of otherwise unfunded computer replacement and upgrades.

It is our intention to fully utilize our funding on direct program expenditures, thereby absorbing the administrative cost of the program. At the 10% rate authorized for the administrative costs, this represents an in-kind match of \$1,615.60.

Three percent is set aside for NIBRS (\$456.57). \$28.11 of the three percent set-aside will go towards paying for the 3 years hardware service. The remaining \$456.57 will go towards staffing costs directly support NIBRS implementation. Sheriff's Office Records Unit staff will use extra help part time staff to work to prepare the update by entering local crime stats into the DOJ/FBI database.

The County of Mendocino has researched several suppliers and compared pricing of the software and equipment that are needed to fulfill the mission of the projects, the pricing above reflects the quote that gives the best price on the desired software and equipment for the projects. The cost of this project will be contained within the 2021/22 Fiscal Year.



Mendocino County Board of Supervisors Agenda Summary

Item #: 4v)

To: Board of Supervisors

From: Sheriff-Coroner

Meeting Date: September 14, 2021

Department Contact: Matthew Kendall

Phone: 463-4085

Department Contact: My Lan Do Nguyen

Phone: 463-4408

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Ratification of Submission of Grant Application for the FY 2021 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies in the Amount of \$150,000 for the Resident Deputy Pay Incentive Plans to be Utilized between October 1, 2021 through September 30, 2024; and Authorization for the Sheriff to Accept Funds and Sign the Resulting Revenue Agreement if Awarded by the U.S. Department of Justice (DOJ)

Recommended Action/Motion:

Ratify submission of grant application for the FY 2021 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies in the amount of \$150,000 for the Resident Deputy Pay Incentive Plans to be utilized between October 1, 2021 through September 30, 2024; authorize the Sheriff to accept funds and sign the resulting Revenue Agreement if awarded by the U.S. Department of Justice (DOJ); and authorize the Sheriff or designee to sign any amendments to the agreement that do not increase the maximum amount.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Rural Violent Crime Reduction Initiative (RVCRI) awards grants on a competitive basis to small law enforcement agencies and prosecutors' offices in rural locations to address the underlying crimes and criminogenic conditions contributing to identified violent crime problems occurring in their jurisdictions. The anticipated maximum dollar amount of awards is \$150,000. The period of performance starts on October 1, 2021, and the performance duration is 36 months.

If awarded, the Sheriff's Office will use the grant funds to encourage employee participation in the Resident Deputy Program by offsetting issues relating to living in remote rural areas with higher salaries. The objective is to reduce violent crimes in Covelo and Manchester-Point Arena Rancheria areas by providing them with full-time public safety services. The presence of a Deputy in those communities will allow the Sheriff's Office to be proactive in addressing their violent crime problems rather than reactive as the current staffing level allows.

On June 30, 2021, the Sheriff's Office sent a letter requesting approval to apply to the CEO as per County Policy 25, Section One, Number 4 to seek approval with follow up to the Board of Supervisors at their next available meeting.

Item #: 4v)

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? N/A

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: U.S. Department of Justice

current f/y cost: \$0

annual recurring cost: Unknown

budget clarification: The grant period is from October 1, 2021 through September 30, 2024. \$40,000 in year 1, \$50,000 in year 2, and \$60,000 in year 3.

budgeted in current f/y: No

if no, please describe: New funding opportunity

revenue agreement: Yes

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

Date: September 15, 2021

Final Status: **Approved**



Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Proposal Abstract

The County of Mendocino is a very rural, mountainous, and geographically large County within Northern California. The Mendocino County Sheriff's Office (MCSO) serves 86,749 residents spread throughout 3,506.34 square miles—no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget. MCSO, therefore, meets the definition of a rural law enforcement agency as defined in this solicitation.

Some communities served by MCSO are located in remote, high-poverty portions of the county that are a significant distance from the Sheriff's Office primary duty stations. These communities often receive diminished public safety services because chronic staff shortages have impeded MCSO's ability to adequately cover calls-for-service in our jurisdictions. Consequently, these communities are hot spots for violent crimes, including burglary, assault, and inflicted bodily harm. Covelo and Manchester-Point Arena Rancheria, the two areas that will benefit from this grant, have a poverty rate of 39.6 percent and 24.7 percent, respectively. Covelo has a 5-year average violent crime rate of 1730.7 per 100,000 and Manchester-Point Arena Rancheria of 2001.5 per 100,000.

MCSO proposes a 36-month "Resident Deputy Pay Incentive Plans" project to reduce the violent crimes in those communities by providing them full-time public safety services. Covelo and Manchester-Point Arena Rancheria currently do not have Resident Deputies—a Deputy who lives and works full-time in a community. MCSO will use the grant funds to encourage employee participation in the Resident Deputy Program by offsetting issues relating to living in remote rural areas with higher salaries. MCSO will hire one Resident Deputy for each community. The presence of a Deputy in those communities will allow MCSO to be proactive in addressing their violent crime problems rather than reactive as our current staffing level allows.

The Resident Deputies will implement a community policing program and employ focused deterrence strategies to reduce violent crimes in their communities. MCSO will use the SARA problem-solving process to collect the data required to report the progress and results of this proposal. With the assistance of the TTA, MCSO will use both quantitative and qualitative data to increase the effectiveness of this initiative by tailoring responses to the needs of each community. Above all, we will work with the TTA to institutionalize strategies so that MCSO can sustain short-term gains through this grant funding long-term.

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Proposal Narrative

A. Description of the Issue

The County of Mendocino is a very rural, mountainous, and geographically large County within Northern California. It is home to several vulnerable populations, including multiple tribal reservations. The Mendocino County Sheriff's Office (MCSO) serves 86,749 residents spread throughout 3,506.34 square miles.¹ The largest populated areas clustered around Ukiah (county seat), Willits (north county), and Fort Bragg (central coast)—none of which is an area designated as a standard metropolitan statistical area by the Office of Management and Budget (OMB).² Therefore, the Mendocino County Sheriff's Office meets the definition of a rural law enforcement agency" as defined under the FY 2021 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies.

Some communities served by the Sheriff's Office are located in remote rural portions of the county, making providing services difficult based upon the county's geography and topography. These communities are a significant distance from the Sheriff's Office primary duty stations. It is frequent for these communities to receive diminished levels of public safety services because the Sheriff's Office has fewer sworn personnel than needed to cover calls-for-service adequately in our jurisdictions. Additionally, these communities are often high-poverty areas of Mendocino County. Due to geographical remoteness and economic disadvantage, these communities are hot spots for violent crimes. Covelo and Manchester-Point Arena Rancheria are two such communities.

Covelo is located 42 miles from the nearest Sheriff's Office substation in Willits. It has a total population of 1,223 residents and a poverty rate of 39.6 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census Bureau.³ Between 2016 and 2021, Covelo and its surrounding area experienced 127 reported violent crimes. The 5-year average violent crime rate is 1730.7 per 100,000 (see Table 1 in Attachment 1). In comparison, the average violent crime rate in nonmetropolitan counties in California from 2016 through 2019 is 377.3 per 100,000.⁴ The most prevalent problems in this area are assault (21% of the reported crimes), inflicted bodily injury (17%), and burglary (14%). Graph 1 in Attachment 2 shows a breakout of the number of reported violent crimes in Covelo from 2016 through 2021. Murder or attempted murder, rape, robbery, and arson are also significant problems in Covelo.

Manchester-Point Arena Rancheria is located 48 miles from the nearest substation in Fort Bragg. It has a total population of 458 residents and a poverty rate of 24.7 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census

¹ U.S. Census Bureau. (2021). Mendocino County, California Quick Facts. Retrieved 10 July 2021, from <https://www.census.gov/quickfacts/fact/table/mendocinocountycalifornia/LND110210#LND110210>.

² U.S. Census Bureau. (2021). Delineation Files. Retrieved 5 July 2021, from https://www2.census.gov/programs-surveys/metro-micro/geographies/reference-files/2020/delineation-files/list1_2020.xls.

³ U.S. Census Bureau. (2021). Narrative Profiles. Retrieved 5 July 2021, from <https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/report.php?geotype=place&state=06&place=16728>.

⁴ Violent crime data by state from 2016 through 2019 editions of *Crime in the United States* released by the Federal Bureau of Investigation. Data for 2020 and 2021 not available. <https://ucr.fbi.gov/crime-in-the-u.s>.

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Proposal Narrative

Bureau.⁵ Between 2016 and 2021, Manchester-Point Arena Rancheria and its surrounding area experienced 55 reported violent crimes. The 5-year average violent crime rate is 2001.5 per 100,000 (see Table 2 in Attachment 1). Graph 2 in Attachment 2 displays a breakout of the number of reported violent crimes in Manchester-Point Arena Rancheria by offenses. The data shows that the most prevalent problems in this area are burglary (36% of the reported crimes) and inflicted bodily injury (31%).

The Mendocino County Sheriff's Office proposes a 36-month "Resident Deputy Pay Incentive Plans" project to reduce the violent crimes in those communities by providing them full-time public safety services. Covelo and Manchester-Point Arena Rancheria have been without Resident Deputies, a Deputy who lives and works full-time in a community, since March 2020. The funds from this grant will encourage employee participation in the Resident Deputy Program by offsetting some of the issues of living in remote rural areas with pay incentives. The Sheriff's Office will achieve the objective of hiring one Resident Deputy for each community. A robust Resident Deputy Program will strengthen our response to the burglary, assault, and inflicted bodily harm problems in those communities. As will be detailed further below, a Resident Deputy fully dedicated to those communities will help accomplish the goal of reducing violent crime problems by enhancing our agency's ability to engage in proactive community policing activities, investigate and understand the root causes of violent crimes in those communities, and most importantly, build trust between community members and the Sheriff's Office.

B. Project Design and Implementation

The Mendocino County Sheriff's Office has designed a holistic approach to addressing the burglary, assault, and inflicted bodily harm problems in Covelo and Manchester-Point Arena Rancheria. The key to this approach is the emphasis on the whole environment rather than just suppression or arrest.⁶ To that end, the Resident Deputies will implement a community policing program and employ focused deterrence strategies to reduce violent crimes in their communities.

Inherent to the mission of the Resident Deputy Program is the commitment to reducing the levels of victimizations and improving the quality of life for residents living in remote rural communities of Mendocino County. During the first year of the project, the Resident Deputies will achieve this mission by building meaningful relationships in their assigned community. This task requires that they go well beyond an officer's regular duties. They will implement the following components of our community policing program:

- Cultivate collaborative partnerships with tribal leaders to open lines of communication and cooperation about all issues, not just crimes, in the community.

⁵ U.S. Census Bureau. (2021). Narrative Profiles. Retrieved 8 July 2021, from <https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/report.php?geotype=aian&aian=2100>.

⁶ Anderson Hodges, L. (2009, April 23). Experts Talk About Reducing Crime Through a Holistic Approach. Retrieved July 11, 2021, from The Harvard Gazette: <https://news.harvard.edu/gazette/story/2009/04/experts-talk-about-reducing-crime-through-a-holistic-approach/>

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Proposal Narrative

- Act as the Sheriff's Office liaison at town hall meetings to provide residents with an immediate bridge to our agency.
- Work with educators in the capacity of a school resource officer to learn the issues affecting children and provide resources to mitigate that harm.
- Make use of citizen advisory groups to tailor the violent crimes reduction initiative to the needs of their assigned community.

The strategies above create opportunities for the Sheriff's Office to engage and establish meaningful relationships with a broad cross-section of the remote rural communities in our jurisdictions. In partnerships with community members, the Sheriff's Office can effectually and efficiently scan, analyze, respond, and assess (SARA) the recurring issues of burglary, assault, and inflicted bodily harm in Covelo and Manchester-Point Arena Rancheria. The Sheriff's Office can better establish these community partnerships if we have Resident Deputies assigned to those communities.

In years two and three of the project, the Resident Deputies will leverage the relationships built in year one to effectively employ focused deterrence strategies to reduce violent crimes in Covelo and Manchester-Point Arena Rancheria. The Sheriff's Office is applying this violence reduction approach to those jurisdictions' problems because its emphasis on reducing crimes through interventions rather than incarceration aligns with our community policing program.⁷ Resident Deputies will be critical to the success of focused deterrence initiatives in those communities in two main ways. As the intervention step or "call-in" requires participation from community members, the meaningful relationships built during the first year will likely increase involvement from residents. The presence of community leaders and influential members would likely bolster the legitimacy of the option to opt-out for targeted individuals. The Resident Deputies themselves are critical to the success of focused deterrence initiatives. The offer of a rehabilitative route is more likely to resonate with targeted individuals if it comes from a known and trusted Deputy rather than an outsider.

Burglary, assault, and inflicted bodily harm problems are prevalent in the communities of Covelo and Manchester-Point Arena Rancheria. As a result, residents not only experience a great deal of fear, but they are sometimes a witness to or a victim of those crimes. These high-poverty communities are also prime targets for drug trafficking organizations. Those organizations have changed the landscape of our county and steal scarce water resources for the illegal marijuana trade. This project will address those issues through a holistic approach of prevention, intervention, and community cooperation. Through a proactive community policing program and focused deterrence initiatives, the Resident Deputies will close the gap in access to justice, reduce the levels

⁷ Reichhert, J., Smith, V., Adams, S., Hill, L., & Escamilla, J. (2018, June 18). Focused Deterrence: A Policing Strategy to Combat Gun Violence. Retrieved July 12, 2021, from Illinois Criminal Justice Information Authority: <https://icjia.illinois.gov/researchhub/articles/focused-deterrence-a-policing-strategy-to-combat-gun-violence>

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Proposal Narrative

of victimizations, and improve the quality of life for residents living in those remote rural communities.

C. Capabilities and Competencies

The Mendocino County Sheriff's Office is uniquely qualified and experienced to implement the proposed "Resident Deputy Pay Incentive Plans" program. Our agency has a proven history of successful collaboration with federal agencies to lead and support regional task force initiatives. For example, our work with Drug Enforcement Administration (DEA) through the Domestic Cannabis Eradication/Suppression Program resulted in the raid of 135 non-permitted grow sites, eradication of 135,000 marijuana plants, seizure of 45 firearms, and 75 arrests during the period of October 2019 through September 2020. Our years implementing the eradication program with the DEA and other government agencies have made us experts in intelligence sharing, training Deputies for the rural environment, and utilization of technology to address crimes in our jurisdictions.

The Sheriff's Office staff members assigned to this program possess many years of experience in effectively serving the rural communities of Mendocino County. The staff is composed of two Lieutenants (one in each operational area), two Deputies (one in each community), one Administrative Services Manager II (ASM), and one Senior Department Analyst (SDA). Refer to Attachment 3 for position descriptions of personnel. The Lieutenants and Deputies will be responsible for the law enforcement component of the program, and the ASM and SDA will oversee the financial management of the program.

The Lieutenants, with their Sergeants, will train their Resident Deputy on how to implement the community policing program and focused deterrence strategy to reduce violent crimes. They will supervise the Resident Deputies in patrol activities, including criminal, civil, and coroner's duties. They will also inspect reports and reviews daily logs of the patrol duties. Most importantly, they will leverage established partnerships with other agencies and the community to help the Resident Deputies build relationships.

The Resident Deputies will be essential to the program's successful implementation. They will be representing the Sheriff's Office, not as law enforcement figures but also as community members. The closed nature of remote rural communities means that citizens are more likely to partner with the Sheriff's Office on crime issues if they see a Deputy they trust. Therefore, the Resident Deputies will be responsible for building meaningful relationships and then using their social capital to do their regular duties better. The Sheriff's Office will recruit individuals who have been with the Department for at least one year or lateral. Those who have their California Commission on Peace Officer Standards & Training (POST) certificate.

The Administrative Services Manager and Senior Department Analyst are seasoned grant administrators who possess in-depth experience with fiscal management and data analysis. The ASM will monitor the operational performance of the program to ensure that the reporting and operational grant requirements are met. The SDM will track and analyze expenditures to ensure that expenses are justified and fit within the submitted budget. The SDM will also compile and

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Proposal Narrative

analyze patrol duties data from the Resident Deputies to measure the results of the work carried out under the award.

The Mendocino County Sheriff's Office's strong management and support structure, in-house administrative capabilities, and breadth of experience leading and supporting task force initiatives position us to successfully implement the proposed "Resident Deputy Pay Incentive Plans" program.

D. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The absence of a Resident Deputy has had dire public safety consequences for the Covelo and Manchester-Point Arena Rancheria areas. These remote, high-poverty communities are hot spots for violent crime problems, the most prevalent being burglary, assault, and inflicted bodily harm. The Mendocino County Sheriff's Office will use the grant award to close this gap in access to justice by hiring one Resident Deputy for each community. The Sheriff's Office plans to use the SARA problem-solving process to collect the data required to report the progress and results of the "Resident Deputy Pay Incentive Plans" program. The three primary goals of the program are to increase trust between the Sheriff's Office and the community, reduce violent crimes in those communities, and assist victims and those who are vulnerable.

The Resident Deputies' primary task during the first year of the program is to define the problems of their communities (scanning) and study the root causes of those problems (analyze). Unlike the densely populated areas of our jurisdictions, residents in remote areas are more likely to report a crime if they see a Resident Deputy than if they have to place a call for service. The Resident Deputy will report the in-person calls for service (CSF). The daily log of patrol duties is another data point for determining the scope of the violent crime problems in those communities. In addition to collecting data, the Resident Deputies will engage with residents to understand how the violent crime problems affect different groups in the community. Their relationships with community members will also provide context clues to how and why the problem exists. CSF data and daily patrol activity log will be sent to the SDA every month to code and track the number of reported violent crimes. The Resident Deputies will then work with their Lieutenants to use the aggregate data to have a bird's-eye view of the crime trend in their community. They will also use the data they collected through CSF and conversations to answer the "who, what, why, when, and how" questions on problems most prevalent in their service area.

Once the problems have been analyzed and the community connections have been established, the Resident Deputies will work with other members and organizations in their assigned area to respond to the violent crimes. The Sheriff's Office will institute focused deterrence strategies. Our agency will work with the BJA-selected Training and Technical Assistance (TTA) provider to document the program's processes, track the data and outcomes of initiatives, and provide specialized training on focused deterrence strategies. The Sheriff's Office will also work with the TTA on institutionalizing the focused deterrence strategy to sustain short-term gains in the long term.

Finally, the Sheriff's Office staff will work with the TTA to conduct quantitative and qualitative assessments on how well the Resident Deputy program has worked to reduce the levels of violent

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Proposal Narrative

crimes in Covelo and Manchester-Point Arena Rancheria. The quantitative data will come from CSF, crime stats, and daily patrol activities log. SDM will track the data monthly and prepare a quarterly report on the program's progress towards meeting the three goals mentioned above. The Resident Deputies will conduct qualitative assessments during town halls, meetings with community leaders, and daily interactions with public members. The Sheriff's Office will use both the quantitative and qualitative reports to increase the effectiveness of the violent crimes reduction initiative by tailoring strategies to the needs of each community.

Attachment 1**Table 1.***Covelo's Number of Reported Violent Crimes and Violent Crime Rate by Year.*

Year	Reported Violent Crimes	Violent Crime Rate per 100,000
2016	16	1308.3
2017	23	1881.6
2018	21	1717.1
2019	21	1717.1
2020	30	2453.0
2021	16	1308.3
5-Year Average	21.17	1730.7

Note: The annual violent crime rate was calculated by dividing the number of reported crimes by the total population in Covelo (1,223), then multiplying the result by 100,000.

Table 2.*Manchester-Point Arena's Number of Reported Violent Crimes and Violent Crime Rate by Year.*

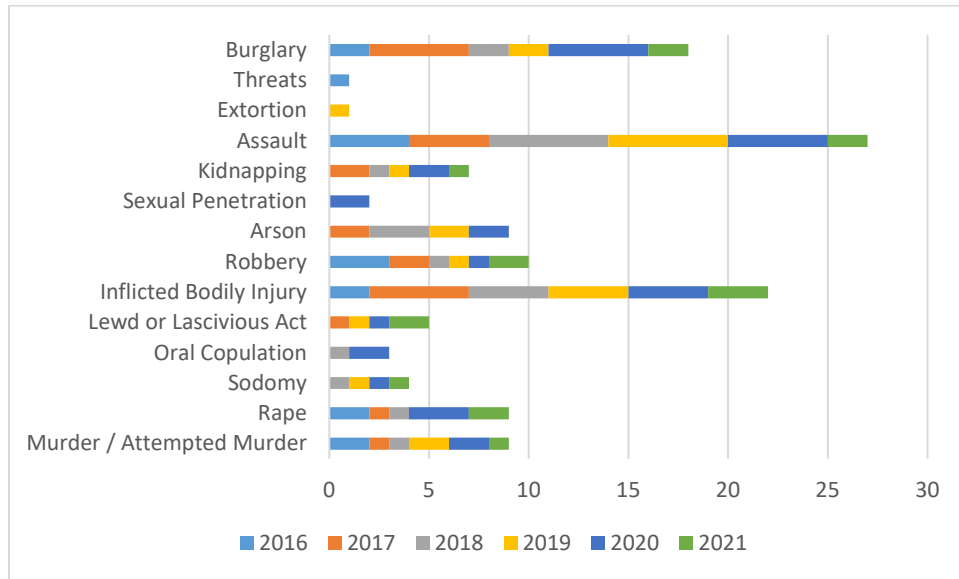
Year	Reported Violent Crimes	Violent Crime Rate per 100,000
2016	8	1746.7
2017	14	3056.8
2018	13	2838.4
2019	6	1310.0
2020	9	1965.1
2021	5	1091.7
5-Year Average	9.17	2001.5

Note: The annual violent crime rate was calculated by dividing the number of reported crimes by the total population in Manchester-Point Arena (458), then multiplying the result by 100,000.

Attachment 2

Graph 1

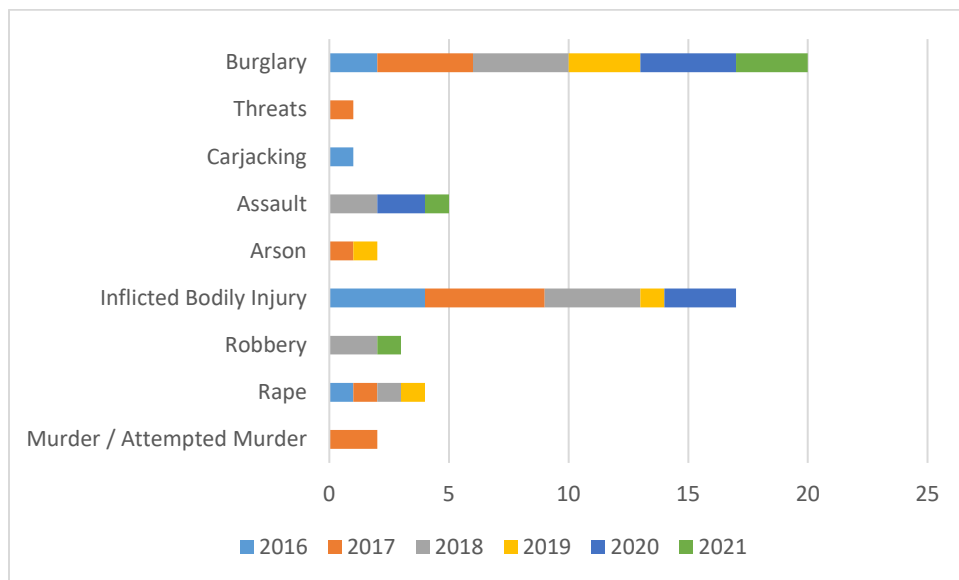
Violent Crimes in Covelo by Offense and by Year during the Period of 2016-21.



Note: Data from the Mendocino County Sheriff's Office's Database.

Graph 2

Violent Crimes in Manchester-Point Arena by Offense and by Year during the Period of 2016-21.



Note: Data from the Mendocino County Sheriff's Office's Database.



SHERIFF'S LIEUTENANT

Class Code:
7051

SALARY RANGE

\$50.08 - \$60.87 Hourly
\$4,006.40 - \$4,869.60 Biweekly
\$104,166.40 - \$126,609.60 Annually

THE POSITION:

****Salary shown is effective July 11, 2021****

JOB SUMMARY:

Primary responsibility is to plan, organize, administer, coordinate, supervise and command patrol and investigative functions or chief deputy coroner functions for the Sheriff's Office; performs responsible professional, administrative and second-level supervisory duties.

DISTINGUISHING CHARACTERISTICS:

This is a management class assigned responsibility for the overall function of various program areas and watches within the Sheriff's Office. This class is distinguished from the class of Sheriff's Sergeant by the Lieutenant's broader field of oversight and the broader scope of authority. This class is distinguished from the class of Sheriff's Captain by the Captain's overall responsibility for a major bureau, facility or function area, and the exercise of considerable discretion and independence within established federal, state, and county laws, ordinances and regulations by the Captain. The Sheriff's Lieutenant is a sworn position within the Sheriff's Office; incumbents may report to a Sheriff's Captain or directly to the Sheriff.

SUPERVISION EXERCISED

:Exercises supervision over subordinate supervisors and other sworn and non-sworn staff.

EXAMPLES OF DUTIES AND ESSENTIAL JOB FUNCTIONS:

All responsibilities may not be performed by all incumbents.

- Carries out supervisory responsibility in accordance with policies, procedures and applicable laws including: interviewing, training, planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Directly supervises Sheriff's Sergeants in patrol activities including criminal, civil and coroner's duties.
- Inspects reports and reviews daily logs of patrol activities; reviews, corrects and approves duty schedules and work assignments.
- Monitors sector supplies; reorders as needed.

- Oversees arrangements for maintenance and repair of equipment and vehicles; orders equipment as needed.
- Acts as liaison between Sheriff's Office and other organizations or agencies.
- Interprets and explains policies and procedures for staff, personnel of other agencies and the public; ensures staff follow policies and procedures.
- Represents the department at various meetings; reports to Sheriff's Captain on their content.
- Writes press releases and fills in as needed for press information officer.
- Writes special operations plans for and attends fairs and special events.
- Researches, compiles and prepares special reports, studies and correspondence.
- Serves as commander for canine program; arranges for contracts for canine training.
- Assists subordinates in major investigations and/or proper preparation of reports; serves as information resource for subordinates in case law.
- Conducts internal investigations; recommends discipline.
- Participates in major crime raids.
- Testifies in court; presents evidence.
- Performs duties of Sheriff's Sergeant as needed.
- Serves as chief deputy coroner; oversees operations of the coroner's functions by exercising administrative review of all cases.
- Reviews and rewrites coroner's protocol, general orders, policies and procedures.
- Maintains security and contact with homicide witnesses.
- Reviews death investigation, autopsy and toxicology reports.
- Directs and discusses cases with pathologists.
- Serves as information resource for internal and external contacts concerning coroner's cases.
- Completes follow-up investigation in death investigations.
- Assists in preparation and administration of Sheriff's Office budget.
- Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

General Office Equipment
Computer(s)
Firearms
Vehicle
Audio Tape Recorder
Chemical Agents
Baton

MINIMUM QUALIFICATIONS REQUIRED

Education and Experience:

High school diploma or GED; and, at least three (3) years of experience as a Sheriff's Sergeant; and,

Must be able to meet and maintain the minimum standards for selection, education, and training of California Peace Officers as specified by California law and the regulations of the California Commission on POST; must obtain POST management certificate within two (2) years of appointment; must not be prohibited in any way from possessing a firearm; or,

A combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

Valid Drivers License - Class C or better
CPR Certificate
POST Management Certificate within two (2) years of appointment.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Methods and techniques related to law enforcement, including investigation, patrol, and case law.
- Administrative principles and practices, including goal setting and implementation.
- Administration of staff and activities, either directly or through subordinate supervision.
- Methods and techniques of research, statistical analysis and report presentation.
- Budgetary principles and practices.
- Applicable state, federal and local ordinances, laws, rules and regulations.
- All computer applications and hardware related to performance of the essential functions of the job.
- Recordkeeping, report preparation, filing methods and records management techniques.

Skill in:

- Planning, organizing, assigning, directing, reviewing and evaluating the work of staff.
- Selecting and motivating staff and providing for their training and professional development.
- Preparing clear and concise reports, correspondence and other written materials.
- Using tact, discretion, initiative and independent judgment within established guidelines.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Applying logical thinking to solve problems or accomplish tasks.
- Understanding, interpreting and communicating complicated policies, procedures and protocols.
- Analyzing and resolving office administrative situations and problems.
- Researching, compiling, and summarizing a variety of informational and statistical data and materials.
- Testifying in court.
- Communicating clearly and effectively, both orally and in writing.

Mental and Physical Abilities:

- Establish and maintain effective working relationships with a variety of individuals.
- Read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.
- Write reports and correspondence.
- Analyze situations effectively and adopt or recommend appropriate courses of action.
- Define problems, collect data, establish facts and draw valid conclusions.
- While performing the essential functions of this job the employee is frequently required to stand, walk, run and sit; reach with hands and arms; use manual dexterity to operate machinery/tools; handle, seize, hold or otherwise work with hands; climb, jump and/or balance; stoop, kneel, crouch, or crawl; speak and hear; use shape, sound, odor and color perception and discrimination; and lift and/or move up to 50 pounds.
- While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds.

OTHER INFORMATION:

Working Conditions:

While performing the essential functions of this position the employee is exposed to outdoor weather conditions and possible bodily injury/hazardous situations from explosions; falling from high, exposed places; toxic or caustic chemicals; armed or physically violent persons; conditions such as fumes, noxious odors, dusts, mists, gases and poor ventilation that affect the respiratory system, eyes or the skin; and/or interviewing violent and/or mentally or emotionally disturbed persons.

The incumbent's working conditions are typically moderately quiet, but may be loud at times.

Work schedules and working time may require irregular hours, shift times, and/or on-call status.

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

CLASS TITLE: SHERIFF'S LIEUTENANT

CLASS CODE: 7051

DEPARTMENT: SHERIFF'S OFFICE

FLSA STATUS: E

REPORTS TO: SHERIFF'S CAPTAIN OR SHERIFF

BARGAINING UNIT: MCLEMA

CIVIL SERVICE: YES

DATE: 10/99 REV: 2/12



DEPUTY SHERIFF-CORONER II

Class Code:
7113

SALARY RANGE

\$33.82 - \$41.11 Hourly
\$2,705.60 - \$3,288.80 Biweekly
\$70,345.60 - \$85,508.80 Annually

THE POSITION:

****Salary shown is effective July 11, 2021****

JOB SUMMARY:

Primary responsibility is patrolling an assigned area for the prevention of crime and the enforcement of laws and regulations; writing various reports; responding to calls for service; performing specialized technical, administrative and/or investigative assignments; and maintaining order and security in and about the various courts of the County.

DISTINGUISHING CHARACTERISTICS:

This is the journey level classification in the Deputy Sheriff-Coroner series. This class is distinguished from the Deputy Sheriff-Coroner I by the performance of specialized technical, administrative and /or investigative assignments, which includes investigations of major crimes, such as homicides. The Deputy Sheriff-Corner II is further distinguished by the assignment to serve as Personnel Officer, Field Training Officer, Range Master, and member of an emergency response team or a hostage negotiation team. The Sheriff's Sergeant is distinguished from this class by the supervisory duties it carries.

SUPERVISION EXERCISED:

The Deputy Sheriff-Coroner II exercises no supervision, but may provide training to other staff.

EXAMPLES OF DUTIES AND ESSENTIAL JOB FUNCTIONS:

All responsibilities may not be performed by all incumbents:

- Patrols an assigned area; enforces laws and regulations; maintains laws and order within the jurisdiction.
- Responds to radio messages, telephone instructions and/or citizens' requests to appear at scenes of disorder or crime.
- Conducts preliminary or follow-up investigations of various, major crimes, including rape, robbery, homicide, narcotics distribution or other incidents; collects and preserves evidence associated with crimes; interviews victims, witnesses, suspects, etc.; arrests suspects; photographs crime scenes; prepares reports
- Maintains proper courtroom demeanor; enforces rules and regulations pertaining to the use of photography or recording equipment; assists in the control and movement of evidence and exhibits; takes charge of the jury during recesses and deliberations.

- Prepares and serves warrants, subpoenas, judicial processes and/or summonses as required.
- Collects statements from witnesses and physicians for the purpose of identification and certification of death; investigates human deaths; identifies and notifies next of kin and/or the appropriate County representative of deaths.
- Testifies in court in connection with criminal prosecutions.
- Directs traffic, including regulation of vehicle flow, at times of emergency or congestion.
- Stops drivers who are operating vehicles in violation of laws; issues citations when necessary.
- Performs search and rescue duties.
- Composes and types reports of arrests made, investigations conducted and unusual incidents observed in accordance with professional standards, applicable State laws and department protocol.
- Arrests and/or transports suspects or prisoners to jail, court or other locations.
- Performs specialized duties such as serving as Personnel Officer, Field Training Officer, Range Master, K-9 handler; or as a member of Special Emergency Response Team, hostage negotiations team; or others as assigned.
- Assists other agencies on special assignments.
- Assists in solving problems as they occur in the field.
- Assists with crowd control, parade and riot work.
- Assists with problems of juvenile delinquency.
- Assists in public education programs.
- Performs security and/or custodial duties in the County correctional facility as assigned.
- Enforces Fish and Game laws, policies and regulations.
- Assists the general public with crime prevention measures whenever possible.
- Attends departmental, training or other meetings.
- Performs higher level duties in a training capacity.
- Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

- Firearms
- Handcuffs
- Safety Equipment
- Emergency Vehicles
- Intoxilyzer
- Radios
- Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High School diploma or GED; and, one (1) year of experience as a Deputy Sheriff-Coroner I with the Mendocino County Sheriff's Office, or equivalent with another California law enforcement agency.

Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

Possession of a valid and current regular basic course completion certificate issued by a training institution certified by the California Commission on Peace Officer Standards & Training (POST); or, successful completion of a POST certified re-qualification course within the last 18 months; and, must have POST Basic Certificate.

Valid driver's license - Class C or better.

CPR certificate.

Special Requirements:

Must successfully pass criminal history and other background checks; must not be prohibited from owning or possessing firearms.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Knowledge of current law enforcement policies, practices and methods.
- Applicable state, federal and local ordinances, laws, rules and regulations.
- All computer applications and hardware related to performance of the essential functions of the job.
- Record keeping, report preparation, filing methods and records management techniques.

Skill in:

- Using tact, discretion, initiative and independent judgment within established guidelines.
- Preparing clear and concise reports, correspondence and other written materials.
- Training staff in position functions.
- Investigative techniques.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.
- Testifying in court.
- Communicating clearly and effectively, both orally and in writing.

Mental and Physical Abilities:

- Ability to establish and maintain effective working relationships with a variety of individuals.
- Ability to analyze situations, identify potential risks or problems and respond with an appropriate, responsible and effective course of action.
- Ability to demonstrate an acceptable level of skill and proficiency in the use of firearms.
- Ability to use/practice defensive tactics.
- Ability to compose clear and concise reports and correspondence.
- Ability to type text using a word processor or typewriter at a speed necessary for successful job performance.
- While performing the essential functions of this job the employee is frequently required to stand, walk, run and sit; reach with hands and arms; use manual dexterity to operate machinery/tools; handle, seize, hold or otherwise work with hands; climb, jump and/or balance; stoop, kneel, crouch, or crawl; speak and hear; use shape, sound, odor and color perception and discrimination; and lift and/or move up to 50 pounds.
- While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds.

OTHER INFORMATION:

Working Conditions: While performing the essential functions of this position the employee is exposed to outdoor weather conditions and possible bodily injury/hazardous situations from

explosions; falling from high, exposed places; toxic or caustic chemicals; armed or physically violent persons; conditions such as fumes, noxious odors, dusts, mists, gases and poor ventilation that affect the respiratory system, eyes or the skin; and/or interviewing violent and/or mentally or emotionally disturbed persons. The incumbent's working conditions are typically moderately quiet, but may be loud at times. Working time may require irregular hours, shift times, and/or on-call status.

Incumbents who drive on County business to carry out job-related duties must possess and maintain a valid California driver's license upon hire for the class of vehicle driven and meet automobile insurability requirements of the County.

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

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

CLASS TITLE: DEPUTY SHERIFF-CORONER I
CLASS CODE: 7113
DEPARTMENT: SHERIFF
FLSA STATUS: N
REPORTS TO: SERGEANT
DATE: 1/06; REV: 10/07; 04/21
BARGAINING UNIT: DEPUTY SHERIFF'S ASSOCIATION
CIVIL SERVICE: YES



ADMINISTRATIVE SERVICES MANAGER II

Class Code:
0135

SALARY RANGE

\$37.49 - \$45.57 Hourly
\$2,999.20 - \$3,645.60 Biweekly
\$77,979.20 - \$94,785.60 Annually

THE POSITION:

JOB SUMMARY:

Under direction, plans, organizes and manages fiscal, administrative and support operations and staff of a department or a division within a large department; oversees and performs duties in support of budget development and management, grant administration, collections, accounting work, strategic planning, organizational oversight and policy development/implementation. Typically, there is only one Administrative Services Manager per department; however, a very large department with multiple divisions may allocate an Administrative Services Manager I level to more than one division. Not all County departments require an Administrative Services Manager.

DISTINGUISHING CHARACTERISTICS

The Administrative Services Manager series manages and performs work of considerable difficulty in the planning, coordinating, and directing of fiscal, administrative, and support operations of a County department or a division of a large department. The Administrative Services Manager series is distinguished from other management classes by its primary responsibility for managing, overseeing and performing advanced fiscal and support operations. Administrative Services Manager is further distinguished from Office Services Supervisor by its responsibility for managing the overall fiscal and administrative functions of a department or division of a large department which includes supervising subordinate supervisors, strategic planning, heavy involvement in, and greater responsibility for, budget development, implementation, and tracking for the assigned division or department.

Administrative Services Manager II is distinguished from the I level by its assignment to serve a department and a higher level of budget and fiscal responsibility with a greater impact on the assigned department's operations and overall strategy.

SUPERVISION EXERCISED

Exercises direct supervision over professional, technical, supervisory, and support staff.

EXAMPLES OF DUTIES AND ESSENTIAL JOB FUNCTIONS:

Duties may include but are not limited to the following:

- Manages fiscal, administrative, and support services in accordance with policies, procedures, and applicable law in a department by planning, assigning and supervising professional, administrative and technical support staff and programs responsible for preparing and monitoring department budget, information technology systems, accounting functions, inventory, cash receipts, accounts receivable and payable, cost accounting, and payroll; reviews and approves financial reports; monitors progress in the achievement of established targets in order to meet departmental goals and objectives.
- Monitors and evaluates the efficiency/effectiveness of operational performance, methods of service delivery and procedures by reviewing workload and support systems to identify opportunities for improvement; develops, recommends and implements modifications to programs, policies and procedures and/or new concepts and innovations in work processes to enhance operational efficiency.
- Selects, supervises, trains, and evaluates assigned personnel; provides for staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Prepares complex, routine and non-routine reports as requested utilizing a variety of software; receives, sorts, and summarizes materials for the preparation of reports; prepares work reports; completes surveys; relays and interprets administrative decisions, policies, and instructions.
- Establishes, reviews, revises and communicates policies to staff and other interested parties; ascertains the impact of new or revised policies and disseminates pertinent information to affected parties; assists in planning and implementing short-term or annual goals, objectives, and strategies for the department, projects, or programs, to ensure efficient organization and completion of work.
- Oversees department personnel and payroll functions, including approving personnel transactions.
- Directs the departmental budget process from initial development through review and implementation by coordinating budget activities of divisions/sections within the assigned department in order to forecast the need for additional funds for staffing, equipment, materials and supplies; maintains budgetary control by overseeing and approving expenditures, evaluating the need for augmentation and preparing/implementing budgetary adjustments to ensure adherence to the approved budget.
- Performs financial analysis and/or provides data at the request of the manager, other officials, and the public.
- Obtains financing for projects through grants; writes grant applications and monitors grant documents from initial application to the final reimbursement request to ensure that grant requirements (both reporting and operational) are met and monies are not forfeited.
- Serves as staff liaison to the County Board of Supervisors and Office of the County Administrator by effectively providing comprehensive information covering a variety of issues in various formats, public meetings, closed sessions and in writing; serves as information source to the public governmental agencies and county departments regarding the departmental operations.
- Determines departmental requirements for equipment, information systems, office space, supplies and related resources through needs assessment and coordinates their acquisition/installation and subsequent training for staff to ensure smooth and efficient operations.
- Prepares and/or assists in the preparation and/or negotiation of contracts, resolutions, and agenda summary forms.
- Ensures that assigned staff performs duties and responsibilities in a safe and prudent manner, which does not expose them or others to unnecessary harm or risk of on-the-job injury.
- Maintains and upgrades knowledge, skills and abilities by attending and participating in seminars, training programs and professional groups; stays abreast of new trends and innovations in the field by reading trade and professional journals and publications.
- Performs other related duties as assigned,

MATERIAL AND EQUIPMENT USED:

Calculator
General Office Equipment
Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience

A bachelor's degree from an accredited college or university in finance, accounting, public administration, or a closely related field; AND five (5) years of responsible, wide-ranging experience providing financial management and administrative support services, including staff supervision and budget development; OR, two (2) years of experience equivalent to that of an Administrative Services Manager I with Mendocino County; or an equivalent combination of training and education.

Substitution: Related experience may be substituted for up to two (2) years of the education at a rate of two (2) years of experience to one (1) year of education.

License or Certificate:

Valid CA driver's license.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Administrative and management principles and practices, including personnel administration, budget control, goal setting and implementation.
- Principles and practices of effective supervision and training.
- Governmental financial operations.
- Generally accepted accounting and budgeting principles as applied to governmental accounting.
- Computer applications and hardware related to the performance of the essential functions of the job.
- Department policies and procedures.
- Collective bargaining agreement provisions applicable to assigned staff.
- Personnel policies.
- Principles and practices of budget administration.
- Pertinent financial Federal, state and local laws, codes and regulations.
- Financial software packages, including spreadsheets and databases.
- Methods and techniques of research, statistical analysis and report presentation.
- Correct English usage, including spelling, grammar, punctuation, and vocabulary.
- Principles of organizational development.
- Principles and practices of grant administration.
- Financial management practices and standards used in the public sector.

Skill In:

- Using tact, discretion, initiative and independent judgment within established guidelines.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Preparing clear and concise reports, correspondence and other written materials.
- Managing and evaluating the operations and functions of the assigned department.
- Planning, organizing, assigning, directing reviewing, evaluating, selecting, motivating, and training staff.

- Developing and implementing, objectives and procedures for effective and efficient administrative, budget and support services.
 - Analyzing problems, project consequences of proposed actions, identify alternative solutions, and implement recommendations in support of goals and objectives, including the provision of efficient and cost-effective services.
 - Administering annual budgets, including monitoring and approving expenditures; preparing and implementing budgetary adjustments, as necessary.
 - Writing clear and concise narrative and financial reports.
 - Interpreting and applying pertinent policies, procedures, laws, codes and regulations.
 - Using a computer to accurately and rapidly enter and retrieve data and information.
-
- Evaluating and organizing the operations and functions of the assigned department.
 - Developing and preparing complex annual budgets, including forecast revenues and expenses; allocate limited resources in a cost effective manner.
 - Completing grant applications and monitoring the flow of grant documents from initial application to the final reimbursement request.
 - Researching, analyzing and evaluating new service delivery methods, procedures and techniques.
 - Designing and delivering effective presentations of budgets, plans, policies and objectives to boards, commissions, public groups and civic organizations, tailoring the message for the targeted audience.

Mental and Physical Ability to:

- Understand and carry out written and oral instructions, giving close attention to detail and accuracy.
- Operate modern office equipment including computer equipment and financial software.
- Communicate in a clear concise manner, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Read, analyze, and interpret professional periodicals and journals, technical procedures and government regulations.
- Apply concepts such as fractions, percentages, ratios and proportions to practical situations.
- While performing the essential functions of this job the employee is regularly required to sit, use hands to finger, handle, or feel, and speak and hear.
- Lift and carry, push and/or pull, or move objects weighing up to 25 pounds.

OTHER INFORMATION:

Working Conditions: Work is performed in a normal office environment with little exposure to outdoor temperatures or dirt and dust. Incumbents must have the ability to travel to different sites and locations. The incumbent's working conditions are typically moderately quiet, but may be loud at times and at some locations.

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

Incumbents who drive on County business to carry out job-related duties must possess and maintain a valid California driver's license upon hire for the class of vehicle driven and meet automobile insurability requirements of the County.

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

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

CLASS TITLE: ADMINISTRATIVE SERVICES MANAGER II

CLASS CODE: 0135

DEPARTMENT: VARIOUS

FLSA STATUS: EXEMPT: E

REPORTS TO: VARIOUS

DATE: 05/03 REV: 2/07, 04/21

CIVIL SERVICE: YES

BARGAINING UNIT: MGT



SENIOR DEPARTMENT ANALYST

Class Code:
0086

SALARY RANGE

\$33.99 - \$41.31 Hourly
\$2,719.20 - \$3,304.80 Biweekly
\$70,699.20 - \$85,924.80 Annually

THE POSITION:

Salary shown is effective July 11, 2021

JOB SUMMARY:

Under general supervision, performs a variety of responsible, complex, professional administrative and analytical functions associated with various projects, and/or specialized areas or programs within County departments.

DISTINGUISHING CHARACTERISTICS:

The Senior Department Analyst class is the advanced journey level within the professional Department Analyst series. Incumbents working at the senior level receive assignments that require a thorough knowledge of complex and changing laws and administrative regulations affecting the operations of assigned departments and a great amount of technical input on complex issues is provided by the Senior Analyst. Positions are allocated to this class based on the complexity of the assignment. Senior Department Analyst incumbents perform work at the highest level requiring the ability to work with a high degree of independence. This class is distinguished from the lower level class of Department Analyst I/II in that incumbents in the latter class are not given the highly specialized assignments consisting of complex responsibilities.

Senior Department Analyst is distinguished from Senior Administrative Analyst and Senior Human Resource Analyst by the highly specialized and/or complex nature of the work of the latter and the effect of that work on the County as a whole. Analyst work often results in changes to processes, procedure or findings, which are not routinely subject to oversight and review.

SUPERVISION EXERCISED:

May have responsibility for training, supervision, and oversight of work of other analysts and clerical staff who perform work in support of the Senior Department Analyst or to a function directly administered by the Senior Department Analyst.

Depending upon assignment, Senior Analysts may be given full first line supervisory duties over a small group of analysts and other staff.

EXAMPLES OF DUTIES AND ESSENTIAL JOB FUNCTIONS:

Depending on assignment, duties may include but are not limited to the following:

- Perform the more difficult and complex work unique to department or area of assignment related to administrative and operational or programmatic activities including fiscal operations, budget preparation and control, equipment usage, staffing patterns, work flow, space utilization, office automation, facilities, contract, and personnel management; design data collection systems; collect and analyze data from a variety of sources including departmental and external records, reports, documents, informational surveys, and contracts; develop and present written and verbal reports and recommendations for appropriate action based on an analysis of gathered data.
- Develop more complex budgets, reports, or recommendations based on analysis of data collected including impact on service levels and operations and/or information required by funding source; develop fiscal procedures; control specific departmental purchases and expenditures; review financial data on an ongoing basis to assure conformance with established guidelines; conduct cost/benefit studies and recommend changes to procedures or operations.
- Recommend and establish contract and MOU forms and procedures; develop, review and make recommendations concerning bid proposals and agreements; interpret contract terms and monitor adherence to contracts; recommend solutions to contractual problems.
- Research operational and fiscal requirements for specific grant proposals; prepare grant applications and all subsequent follow-up documentation; recommend and monitor procedures for grant implementation; monitor and analyze expenditures to ensure compliance; and tracking all revenues and reconciling grant funds with audit information.
- Review work methods and systems to determine possible modifications to increase service efficiency and effectiveness; compile and analyze data in order to make recommendations on various policies and procedures; develop written procedures to implement adopted policies and new or changed regulations or to clarify and describe standard practices.
- Handle the highly specialized assignments such as acting as the department's personnel officer, staff development officer, or budget officer; performing complex duties including analysis, monitoring, and compliance.
- Research, modify, and adapt available computer software; write or coordinate development of data processing applications to meet operational needs.
- Serve as liaison with clients and representatives of private businesses, State and/or Federal agencies and other County departments to coordinate special projects, provide specified administrative services, represent the department in the development of, or change in programs and regulations, gather information and insight for use in assigned studies or management decisions.
- Analyze present and pending legislation to determine effect on departmental organization or programs and present recommendations in verbal or written form.
- Prepare a variety of routine and complex analytical and/or statistical reports, records, correspondence and other documents.
- Participate in meetings and present requested and independently gathered data to assist managers in making operational and administrative decisions; may provide staff support to committees, commissions, and task forces of the County.
- Perform other related duties as assigned.

In a Supervisory Capacity:

- Carry out supervisory responsibility in accordance with policies, procedures and applicable laws including: interviewing, hiring and training, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems; controls work production and activities, to include procedures, allocation of resources and ensuring deadlines are met.

MATERIAL AND EQUIPMENT USED:

General Office Equipment
Computer

MINIMUM QUALIFICATIONS REQUIRED

Education and Experience:

Depending upon area of assignment, related education and experience, knowledge, skills abilities may be required that are specific to an assigned area such as fiscal, programmatic, or related to a specific field such as Public Health, Mental Health, etc.

Bachelor's degree from an accredited college or university, preferably with courses in Public Administration, Business Administration, Statistics, or other field related to the listed duties; OR, experience performing management, personnel, fiscal, staff development, or other analysis work, including the preparation of recommendations and reports may be substituted for the education on a year-for-year basis; AND two (2) years of increasingly responsible analytical experience performing administrative, personnel, fiscal, or program analysis work that is the equivalent to Department Analyst II in a public agency.

Substitution: A master's or doctoral degree in Public or Business Administration, or field related to area of assignment, may be substituted for up to one (1) year of the required experience.

Licenses and Certifications:

None.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Operations and functions of County government, including structure and organization.
- Modern principles, practices and trends in Public Administration as pertinent to area of assignment.
- Applicable laws, ordinances and legislation.
- Principles, practices and political implications of decisions regarding budgeting, fiscal management, programmatic management, personnel and/or contract management.
- Methods and techniques of research, statistical analysis and report presentation.
- Correct English usage, including spelling, grammar, punctuation, and vocabulary.
- External governmental bodies and agencies related to area of assignment.
- All computer applications and hardware related to performance of the essential functions of the job.
- General office procedures, policies and practices, as well as basic knowledge of computer and other general office equipment.
- May require knowledge specific to area of assignment such as fiscal, staff development, training, health or program related.

In Supervisory Assignments:

- Principles and practices of effective supervision and training
- Administration of staff and activities

Skill in:

- Researching, compiling, and summarizing a variety of informational and statistical data and materials.
- Preparing clear and concise analytical reports, correspondence and other written materials.

- Using tact, discretion, initiative and independent judgment within established guidelines.
- Analyzing and resolving administrative situations and problems.
- Interpreting applicable legislation and litigation.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Applying logical thinking to solve problems or accomplish tasks.
- Understanding, interpreting and communicating complicated policies, procedures and protocols.
- Communicating clearly and effectively, both orally and in writing, with internal staff, clients, and other departmental staff in order to give and receive information in a courteous manner.
- Operating and routine maintenance of general office machines such as computers, typewriters, copiers, facsimile machines, telephone systems, etc.

In Supervisory Assignments:

- Selecting and motivating staff, planning, organizing, assigning, directing, reviewing, evaluating the work of staff and providing for their training and professional development.

Mental and Physical Ability to:

- Identify problem situations, gather and analyze relevant data, establish priorities of action based upon such analysis, and take appropriate steps to incorporate such priorities.
- Present appropriate facts and recommendations in written and oral form.
- Read and interpret a variety of documents.
- Understand and carry out written and oral instructions, giving close attention to detail and accuracy.
- Establish and maintain effective working relationships with others.
- While performing the essential functions of this job, the incumbent is regularly required to walk, sit, use hands to finger, handle, or feel objects, to reach with hands and arms, and speak and hear.
- While performing the duties of this position, the employee is required to occasionally lift and/or move objects weighing up to 25 pounds.

OTHER INFORMATION:

Working Conditions:

Work is performed in a normal office environment with little exposure to outdoor temperatures or dirt and dust. The incumbent's working conditions are typically moderately quiet.

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

CLASS TITLE: SENIOR DEPARTMENT ANALYST
 CLASS CODE: 0086
 DEPARTMENT: VARIOUS

Mendocino County Sheriff's Office

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Budget Detail Worksheet with Narrative

Budget Overview

	Year 1	Year 2	Year 3	Total
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
SubAwards	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$40,000.00	\$50,000.00	\$60,000.00	\$150,000.00
Total Direct Costs	\$40,000.00	\$50,000.00	\$60,000.00	\$150,000.00
Total Project Costs	\$40,000.00	\$50,000.00	\$60,000.00	\$150,000.00

Budget Narrative

The Mendocino County Sheriff's Office, over twenty years ago, established a Resident Deputy Program to address violent crime problems in the remote rural communities of the county by providing them full-time public safety services. A Resident Deputy resides and works within a specific community. However, the Sheriff cannot mandate where a Deputy Sheriff lives. Employees seldom choose to reside in these remote rural communities mainly because of housing and cost of living expenses. To encourage enrollment in the Resident Deputy Program, the Sheriff's Office has provided pay incentives over the years.

The current pay incentive package for Resident Deputy positions include 5% resident post premium pay added to base pay, 5% assignment pay premium pay, \$6,200 yearly health care subsidy, up to \$5,000.00 after completion of first twelve (12) months, up to \$7,000 after completion of twenty-four (24) months, up to \$10,000 after completion of thirty-six (36) months, and up to \$10,000 yearly after completion of four (4) years in an assignment.

Mendocino County Sheriff's Office

Resident Deputy Pay Incentive Plans for Rural Violent Crime Reduction Project

Budget Detail Worksheet with Narrative

Although the incentives worked to attract interest in the Resident Deputy program, the Mendocino County Sheriff's Office does not have the funds to modify the incentives to keep up with the cost of living. Additionally, chronic staffing shortages mean that Deputies often work overtime; thus, their overtime pay could be comparable to the Resident Deputy Program first-year pay incentives that the Sheriff's Office provides. Consequently, the Sheriff's Office has not been able to recruit Resident Deputies in the last few years. Most positions are vacant, including the ones in the Covelo and Manchester-Point Arena Rancheria communities.

The Sheriff's Office will use the grant funds to modify our Resident Deputy Pay Incentive Plans by adding a 3-year bonus pay program. We will hire two Resident Deputies. They will get a \$20,000 bonus in year one of their assignment, \$25,000 in year two, and \$30,000 in year three. A year is defined as 12 consecutive months.

Budget Detail Summary View

	Description	Quantity	Basis	Costs	Length of Time	Total Costs
Year 1	Resident Deputy Incentive Bonus Pay	2	Resident Deputies	\$20,000.00	1	\$40,000.00
Year 2	Resident Deputy Incentive Bonus Pay	2	Resident Deputies	\$25,000.00	1	\$50,000.00
Year 3	Resident Deputy Incentive Bonus Pay	2	Resident Deputies	\$30,000.00	1	\$60,000.00

FLSA STATUS: N
REPORTS TO: VARIOUS
DATE: 5/06 Rev. 6/08
CIVIL SERVICE: YES
BARGAINING UNIT: SEIU



BJA FY 21 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies

Assistance Listing Number #	16.039
Grants.gov Opportunity Number:	O-BJA-2021-120001
Solicitation Release Date:	May 17, 2021 12:00 PM
Version:	2
Grants.gov Deadline:	July 06, 2021 11:59 PM
Application JustGrants Deadline:	July 20, 2021 11:59 PM

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding efforts to reduce violent crime in rural areas. This initiative furthers the Department's mission by providing competitive grants and technical assistance to small law enforcement agencies in rural locations to address the unique challenges these departments face in combating violent crime.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Solicitation Categories

This solicitation does not include Solicitation Categories.

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Other

Other

This solicitation is limited to agencies serving rural communities. The following entities are eligible to apply for this funding opportunity:

- Sheriff's offices serving rural population areas
- Local or county law enforcement agencies serving rural populations
- Tribal law enforcement agencies operating in rural areas or reservations
- County prosecutors' offices or functional equivalents serving rural populations

To qualify as rural for the purposes of this solicitation, an applicant must provide services in a rural area, although the jurisdiction's service area need not be exclusively rural. This definition holds for all entity types. For any municipality (e.g., town, village, or borough), the area must be considered rural and the population served must not exceed 15,000, based on the latest U.S. Census enumeration.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2021 DOJ discretionary grant funding, as either a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

BJA will consider applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients (subgrantees). For additional information on subawards, see the [OJP Grant Application Resource Guide](#).

BJA may elect to fund applications submitted under this FY 2021 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Contact Information

For technical assistance with submitting the **SF-424 and SF- LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support webpage](#), or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or at 833-872-5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. EST Monday - Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date.

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain a Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review, the "How to Apply" section in the [OJP Grant Application Resource Guide](#).

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Program Description

Overview

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Rural Violent Crime Reduction Initiative is awarding grants on a competitive basis to small law enforcement agencies and prosecutors' offices in rural locations. These grants will support improved training and technology, expanded community-based crime prevention programs, and partnerships with victim services providers. This initiative is intended to improve communication and collaboration between state, local, and tribal law enforcement agencies and the communities they serve in order to address the unique criminal justice challenges in rural areas.

Statutory Authority

Public Law No. 116-260, 134 Stat 1182, 1257

Specific Information

The Rural Violent Crime Reduction Initiative will provide funding to law enforcement agencies and prosecutors' offices committed to engaging in strategies to address the underlying crimes and criminogenic conditions contributing to clearly identified violent crime problems occurring in rural jurisdictions. All applicants that receive funding under this initiative are expected to collaborate with a training and technical assistance (TTA) provider. Each site-based applicant should consider that the TTA provider will provide the following guidance and assistance:

- Provide references or literature reviews regarding professional and academic work related to the site's identified rural crime problem(s).
- Provide assistance in assessing the problem, identifying possible reduction strategies, implementing those strategies, and tracking outcomes.
- Provide opportunities to consult with relevant subject matter experts.
- Provide opportunities for peer-to-peer exchanges with sites addressing similar rural violent crime problems.
- Provide assistance to sites in compiling and reporting their performance measures to BJA.

In addition, the TTA provider will:

- Coordinate and integrate activities across sites.
- Identify program commonalities and promising practices.
- Compile and publish a final summary report that will allow other law enforcement entities to adapt approaches developed by the site-based grantees.

This initiative is designed to support the development and implementation of problem-solving strategies that specifically address violent crime occurring in rural areas and affecting rural populations. Successful applicants will demonstrate a commitment to:

- Community collaboration
- Criminal justice partner cooperation
- Victim-centered approaches
- Evidence-based strategies
- Commitment to measuring crime reduction outcomes in meaningful terms, commensurate with the scope of the violence problem and funding amount requested

With respect to outcome measures, these need not result in formal process or outcome evaluations. However, applicants should clearly propose the outcome variables they intend to track. Note that TTA will be made available, as necessary, to assist in the design, collection, and analysis of those outcome measures during the grant period.

This initiative is intended to fund violence reduction efforts and is not considered, in general terms, to provide grants for equipment, technology, services, or hiring. Proposed funding for equipment, technology, services, and personnel is allowable as long as it can be shown to be directly related to, and clearly instrumental to, strategic crime reduction plans.

The costs of such equipment, technology, services, and personnel must be reasonable and proportional to the proposed programmatic elements.

Entity Definitions, Roles, and Applicable Definitions Unique to this Solicitation

This initiative will provide funding to support the development, implementation, and practical tracking of violent crime reduction efforts across a diverse cross-section of rural settings and violent crime problem types. The scope of the violent crime problems should be clearly articulated in the applicant's proposal. Such description may include describing the rural crime problem using relevant metric(s) that can be assessed in terms of change at the conclusion of the grant period. These metrics may focus on the number of incidents or crime victimization rates. Other measures of violent crime impacts, such as measures of social harms and adverse economic impacts, may also be relevant.

The applicant should demonstrate an understanding of incorporating before-and-after comparisons in assessing the implemented crime reduction strategies, although there is no requirement for a formal process or outcome evaluation. If a more formal assessment is proposed, individuals or organizational units, whether internal or external to the applying entity, should be identified and their qualifications should be documented (e.g., résumés attached as part of the application). Applicants should acknowledge and describe their willingness to cooperate with the TTA provider that will be selected to work with the site-based grantees.

Rural Area Definition Applicable to this Solicitation

A "rural law enforcement agency," as defined under this initiative, is: (a) one serving any area or community, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget, (b) any agency serving one or more rural census tracts, or (c) any federally recognized Indian tribe that is operating in full or in part in rural areas. The population served by any municipality (e.g., town, village, or borough) must not exceed 15,000, based on the latest U.S. Census enumeration.

Applicants will need to state in their applications that they qualify and meet this definition. An applicant's acknowledgment that it and the proposed work are consistent with this definition should be included in the proposal abstract and discussed in detail within the proposal narrative.

Defining the Scope of Violent Rural Crime Problem

This grant opportunity may be used to support rural violent crime reduction programs that are either jurisdiction wide, affect a specific area or areas within the jurisdiction (i.e., place based), or are related to particular subpopulations (e.g., vulnerable victims or high-risk groups for offending). For each violent crime problem identified, applicants should be clear in describing whether the problem is jurisdiction wide, place based, or population based. Applicants should also make an effort to describe the impact of the violent crime problems using metrics such as count, rates, or level of social harm, as appropriate.

Applicants may reference the publication [Conversation with Rural Law Enforcement Leaders](#) as they develop the scope of the rural crime violence problem. Unique law enforcement considerations discussed in this document include rural violence associated with drug addiction, job loss and other social stressors, and illicit human, gun, and drug trafficking. In addition, recent data suggest that homicides, nonfatal shootings, domestic violence, and intrafamilial violence may have increased due to stressors related to the COVID-19 pandemic.

Allowable and Unallowable Expenditures

This initiative is intended to assist in the development, implementation, and assessment of long-term, sustainable strategic solutions that are evidence based and tailored to local violent crime problems experienced in rural areas. It is not intended to support short-term tactical responses (such as crime sweeps), surveillance technology purchases, or tactically focused operations (such as funding task forces).

Examples of equipment and services that would **not be funded** under this initiative include firearms, ammunition, vehicles, electronic control devices, and general overtime pay (e.g., for extended normal operations). Equipment and services that are integral and directly relate to the proposed violence reduction strategies are allowable, provided that they are reasonable and commensurate in cost to the scale of the program.

Examples of allowable costs for equipment and services include, but are not limited to:

- Crime analysis software or personnel.
- Salary or overtime expenditures for personnel integral to violent crime reduction operations.
- Consultation services related to program design, implementation, and assessment.
- Development or acquisition of offender-based risk assessment tools to better target investigation,

intervention, or enforcement.

- Development or acquisition of software, assessment tools, or services to better serve, protect, and communicate with victims and populations vulnerable to victimization.
- Forensic evidence tools and services for identifying suspects or enhancing evidence, testimony, and outreach to victims.
- Strategies to more effectively serve and address populations in remote areas, including ways to enhance orders of protection and improve access to services and shelter for remote populations.
- Strategies and services to mitigate the risk for violent behavior in individuals dealing with mental health and/or substance use disorders, including crisis intervention programs and services.
- Strategies, personnel, services, and tools to improve intragovernmental collaboration in effectively addressing rural violence problems. These efforts could include data sharing efforts or coordinating councils involving service providers, prosecutors' offices, community stakeholder groups, child protective services, treatment courts, corrections agencies, and other community stakeholders.

Goals, Objectives, Deliverables, and Timeline

Goals

Goals

The goals of this initiative are to develop, implement, and assess strategies that reduce rural violence through identification of programs and approaches that are innovative, targeted, and adaptable.

Objectives

Successful applicants will be expected to meet the following objectives:

- Deploy agency resources such as personnel, services, or analytical tools that they identified in their proposals. Appropriate documentation should be provided in the proposals about the utility of these resources in addressing rural crime.
- Document how personnel and resources will be used in furtherance of their crime reduction strategies. They must describe how they will deploy funded resources (e.g., services, personnel, software, or equipment) and how that will be reported to BJA on a semi-annual basis.
- Track their outcomes to determine if the violent crime reduction strategy (or strategies) have had an impact once implemented. This tracking objective will be accomplished with the assistance of the TTA provider selected to work with the site-based entities.

Deliverables

Successful applicants will be expected to deliver on the following:

- Document the development and implementation of strategies to reduce the violent crime problem or problems identified in their applications. These program descriptions should be memorialized in official agency documents and in a manner consistent with professional standards. Relevant agency policies and procedural manuals should be developed and/or updated as necessary.
- Commit to measuring violent crime outcomes before and after the implementation of the crime reduction strategies. This outcomes tracking should be commensurate with the funding amount requested and appropriate for the scope and nature of the underlying problem. The format used may be similar to that involved in the SARA model (scanning, analysis, response, and assessment) of problem-solving. Assistance from a qualified TTA provider will be available to the site-based grantees for the development and implementation of the problem-solving strategies and other efforts to track crime reduction outcomes. More information about the SARA model can be found [here](#).

The assessment should be documented in a format that is suitable for sharing within the agency, with

outside agencies that might want to adapt the strategy, and with the TTA provider for inclusion in a report summarizing findings across the grant sites.

The Goals, Objectives, and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed under Application and Submission Information.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

OJP Priority Areas

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community. In FY 2021, OJP will give priority consideration in award decisions to applications that demonstrate ways in which their projects will advance one or more of these areas.

To receive priority consideration for advancing one or more of the Department's priorities, the applicant must provide a sufficient narrative explanation as an attachment that specifies how the project will advance the promotion of civil rights, access to justice, support to crime victims, protecting the public from crime and evolving threats, or building trust between law enforcement and the community.

In addition, OJP will give priority consideration, if applicable, to applicants that demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent-poverty counties.

To receive priority consideration under the poverty priority, the applicant must provide information to demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent-poverty counties. For purposes of this priority consideration, the term "high-poverty area" means any census tract with a poverty rate of at least 20 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census Bureau (applicants may search by census tract at <https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/>) and the term "persistent-poverty counties" means any county that has had 20 percent or more of its population living in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates (applicants may search by county at <https://www.census.gov/data/tables/time-series/dec/census-poverty.html> and at <https://www.census.gov/programs-surveys/saie.html>).

Priority consideration is one of many factors that OJP considers in making funding decisions and is not a guarantee of an award.

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards

45

Anticipated Maximum Dollar Amount of Awards

\$150,000.00

Period of Performance Start Date

10/1/21 12:00 AM

Period of Performance Duration (Months)

36

Anticipated Total Amount to be Awarded Under Solicitation

\$5,500,000.00

Continuation Funding Intent

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and progress of award funded work, when making continuation award decisions.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Types of Awards

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Provide a budget for the entire project period that is complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the objectives of the project. The funds awarded under this initiative may not be used for land acquisition or construction projects, and may not be used to purchase firearms, ammunition, armored vehicles, or other tactical equipment used strictly for enforcement purposes.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) information on Pre-agreement Costs (also known as Pre-award Costs).

Limitation on Use of Award Funds for Employee Compensation: Waiver

See the [OJP Grant Application Resource Guide](#) information on Limitation on Use of Award Funds for Employee Compensation; Waiver.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Federal Award Information](#)

Application and Submission Information

The following application elements MUST be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding:

- Proposal Abstract
- Proposal Narrative
- Budget Worksheet and Budget Narrative (web-based form)

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is **not** subject to [Executive Order 12372](#). (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the “Program is not covered by E.O. 12372.”)

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organization's legal name and address.

Proposal Abstract

A proposal abstract (no more than 400 words) summarizing the proposed project including primary activities, products and deliverables, the service area, and who will benefit from the proposed project, will be completed in the JustGrants Web-based form.

Proposal abstracts should:

- Be written for a general public audience.
- Be submitted as a separate attachment with “Proposal Abstract” as part of its file name.
- Be single-spaced, using a standard 12-point Times New Roman font with 1-inch margins.
- Affirm that the applicant qualifies under the definition of rural as defined in this solicitation.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font; have no less than 1-inch margins; and should not exceed 10 pages. Pages should be numbered and submitted as an attachment. If the proposal narrative fails to comply with these length restrictions, BJA may negatively consider such noncompliance in peer review and final award decisions.

The following sections must be included as part of the proposal narrative:

a. Description of the Issue OR Statement of the problem if research is involved

This section should answer the question: What is the rural violent crime problem or problems that the applicant is trying to address? Applicants must identify one or more violent crime problems that have had an impact in their jurisdiction or with the population they serve. The scope and impact of the program should be described in quantifiable terms as much as possible. Applicants should define the baseline level of violent crime against which they can assess potential reductions that would result in the proposed violence intervention(s).

b. Project Design and Implementation

This section should answer the question: How does the applicant propose to address the identified rural violent crime

problem(s)? Describe any planned interventions or programmatic enhancements that are proposed to address the jurisdiction's violent crime problem(s). Applicants need not select a predefined intervention strategy; however, if an established violence reduction approach (e.g., hotspots policing or focused deterrence) is selected, the rationale for applying it to the jurisdiction's problem should be addressed. Applicants may propose multiple approaches or a problem-solving analysis process to identify and select from alternate solutions. Applicants should describe the baseline (e.g., crime count or victimization rate) as it exists at the time of application. The applicant should also address the harm or social cost the problem is having on the community and the applicant entity, as well as how to mitigate that harm.

c. Capabilities and Competencies

Fully describe the applicant's capabilities to implement the proposed program and the competencies of the staff assigned to program tasks and/or overseeing the program. Identify the personnel who are critical to the program's successful implementation and discuss their roles, responsibilities, and qualifications. Discuss the organizational capabilities or competencies that will directly impact the applicant's ability to successfully implement the proposed problem-solving program. The applicant entity should also provide a description of any additional capacity in terms of personnel, services, or equipment it proposes to use to address the violent crime problem. The applicant should describe how it will work with partners and stakeholders that are affected by the violent crime problem or are part of the intervention strategy.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives and deliverables identified under "Objectives and Deliverables" in the Program Description.

Note: applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables."

Applicants can also visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

Award recipients will be required to submit performance measure data and performance reports in JustGrants. Further guidance on the post-award submission process will be provided, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the [OJP Grant Application Resource Guide](#).

Goals, Objectives, Deliverables, and Timeline

Applicants will submit the Rural Violent Crime Reduction Initiative's goals, objectives, deliverables, and timelines in the JustGrants web-based form.

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (Web-based Form)

Applicants will complete the JustGrants web-based budget form. See the [OJP Grant Application Resource Guide](#) for additional information.

Non-competitive Justification

Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Indirect Cost Rate Agreement (if applicable)

Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management Questionnaire (including applicant disclosure of high-risk status)

Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Additional Application Components

Applicants will attach the additional requested documentation in JustGrants.

Tribal Authorizing Resolution

If applicable, applicants will submit the Tribal Authorizing Resolution by uploading the resolution as an attachment in JustGrants. An application in response to this solicitation may require inclusion of information related to a tribal authorizing resolution as an attachment. See the [OJP Grant Application Resource Guide](#) for information on tribal authorizing resolutions.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

Documentation of Advancing DOJ Priorities (if applicable)

As mentioned above, OJP will give priority consideration in award decisions to applications that demonstrate that the individuals who will benefit from the requested grant reside in high-poverty areas or persistent-poverty counties as defined above. Each applicant proposing to receive consideration under the High-Poverty Areas or Persistent-Poverty Counties priority must provide a sufficient narrative explanation to identify each specific High-Poverty Area (by census tract number (s)) and/or each specific Persistent-Poverty County where individuals are intended to benefit from the requested grant and how the requested grant will address specific challenges in each such identified area and/or county. Applicants will submit the narrative by uploading the document as an attachment in JustGrants.

Documentation of High-Poverty Areas or Persistent-Poverty Counties (if applicable)

As mentioned above, OJP will give priority consideration in award decisions to applications that demonstrate that the individuals who will benefit from the requested grant reside in high-poverty areas or persistent-poverty counties as defined above. Each applicant proposing to receive consideration under the High-Poverty Areas or Persistent-Poverty Counties priority must provide a sufficient narrative explanation to identify each specific High-Poverty Area (by census tract number (s)) and/or each specific Persistent-Poverty County where individuals are intended to benefit from the requested grant and how the requested grant will address specific challenges in each such identified area and/or county. Applicants will submit the narrative by uploading the document as an attachment in JustGrants.

Disclosures and Assurances

Applicants will complete the following disclosures and assurances.

Disclosure of Lobbying Activities

Applicants will complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

See the DOJ Certified Standard Assurances in the [OJP Grant Application Resource Guide](#).

Applicant Disclosure of Duplication in Cost Items

Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. See [OJP Grant Application Resource Guide](#).

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, applicants will submit as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a

documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Applicants will submit the **full application** including attachments in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov).

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** will be submitted in Grants.gov by July 6, 2021 at 11:59 pm EST. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants by July 20, 2021 at 11:59 pm EST.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Criteria

Applications that meet basic minimum requirements will be evaluated by peer reviewers. Applications will be evaluated on how the proposed project/program addresses the following criteria:

1. Statement of the Problem/Description of the Issue (10%) - evaluate the applicant's understanding of the program/issue to be addressed.
2. Project Design and Implementation (35%)- evaluate the adequacy of the proposal, including the goals, objectives, timelines, milestones, and deliverables.
3. Capabilities and Competencies (25%) - evaluate administrative and technical capacity of the applicant to successfully accomplish the goals and objectives.
4. Plan for Collecting the Data Required for this Solicitation's Performance Measures (20%) - evaluate the applicant's understanding of the performance data reporting requirements and the plan for collecting the required data.
5. Budget (10%) - evaluate for completeness, cost effectiveness, and allowability (e.g., reasonable, allocable, and necessary for project activities).

Other Review Criteria/Factors

Other important considerations for BJA include geographic diversity, strategic priorities (specifically including, but not limited to, those mentioned above relating to priority areas), available funding, past performance, and the extent to which the Budget Worksheet and Budget Narrative (web-based form) accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

Review Process

Applications submitted under this solicitation that meet basic minimum requirements, will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the stated review criteria above.

OJP screens applications to ensure they meet the basic minimum requirements prior to conducting peer review. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA's recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the Program Description section, any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

Award recipients will be required to submit performance measure data in JustGrants. Examples of the performance measures you will be required to report on post-award can be found [here](#). Further guidance on the post-award submission process will be provided, if selected for award.

Application Checklist

FY 21 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- Acquire AOR and Grants.gov username/password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Biz POC (see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- Search for the Funding Opportunity on Grants.gov
- Select the correct Competition ID [insert if applicable]
- Access Funding Opportunity and Application Package (see [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](#) (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- The federal amount requested is within the allowable limit(s) of \$150,000

Eligibility Requirement:

The following entities are eligible to apply for this funding opportunity:

- Sheriff's offices serving rural population areas
- Local or county law enforcement agencies serving rural population areas
- Tribal law enforcement agencies operating in rural areas or reservations
- County prosecutors' offices or functional equivalents serving rural populations

To qualify as rural for the purposes of this solicitation, an applicant must provide services in a rural area, but the jurisdiction's service area need not be exclusively rural. This definition holds for all agency types. For any municipality (e.g., town, village, or borough), the area must be considered rural and the population served must not exceed 15,000, based on the latest U.S. Census enumeration.

~ ~ ~

- Submit **SF-424** and **SF-LLL** in Grants.gov

After SF-424 and SF-LLL Submission in Grants.gov, Receive Grants.gov Email Notifications That:

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- Contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date.

Receive email notification to complete application in JustGrants:

- Complete Application in JustGrants

Content of Application Submission:

The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements, will neither proceed to peer review, nor receive further consideration.

- **Proposal Abstract**
- **Proposal Narrative**
 - **The proposal narrative must identify one or more rural violent crime problems that the applicant will address if awarded funding.**
- **Budget Worksheet and Narrative (web-based form; see [OJP Application Resource Guide](#))**
- **Program Timeline**

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- Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov
- Standard Applicant Information (SF-424 info from Grants.gov)

#### **Budget and Associated Documentation**

- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

#### **Additional Application Components**

- Tribal Authorizing Resolution (if applicable) [insert if applicable] (see [OJP Grant Application Resource Guide](#))
- Research and Evaluation Independence and Integrity [insert if listed in the solicitation] (see [OJP Grant Application Resource Guide](#))
- Documentation of Advancing DOJ Priorities (if applicable)
- Documentation of enhanced public safety in federally designated Qualified Opportunity Zones (if applicable)
- Request and Justification for Employee Compensation; Waiver (if applicable) (see [OJP Grant Application Resource Guide](#))

#### **Disclosures and Assurances**

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))

- Applicant Disclosure of Duplication in Cost Items (Pending Applications) (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurance (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

*Submit Application in JustGrants:*

- Application has been successfully submitted in JustGrants

*If No JustGrants Application Submission, Validation, or Error Notifications are Received:*

- Contact [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175 regarding technical difficulties



**MATTHEW C. KENDALL**  
Sheriff-Coroner



**Undersheriff Darren Brewster**

**Captain Gregory L. Van Patten**  
*Field Services*

**Captain Tim Pearce**  
*Corrections*

**County of Mendocino**  
**Office Of The Sheriff-Coroner**

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June 30, 2021

Carmel Angelo, CEO  
Mendocino County

Dear Carmel,

The Bureau of Justice Assistance (BJA) is seeking applications for the FY 21 Rural Violent Crime Reduction Initiative for Law Enforcement Agencies.

The application is due on July 20, 2021, by 11:59 p.m. (Eastern Standard Time). This grant funding is up to \$150,000 over a 36-month performance period. The purpose of this grant is to improve communication and collaboration between state, local, and tribal law enforcement agencies and the communities they serve to address the unique criminal justice challenges in rural areas.

The Sheriff's Office intends to use the grant award to fund the Resident Deputy Pay Incentive Plans for the Round Valley and South Coast Positions. The Resident Deputy Program will provide full-time public safety services for the remote rural communities of Round Valley, Elk, Manchester, Point Arena, Anchor Bay, and Gualala.

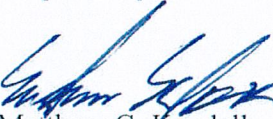
The application is being prepared. However, there is not sufficient time to send this request to the Board of Supervisors to meet the July 20, 2021 filing deadline.

Under County Policy #25, Section One, Number 4, if there is a time restriction limiting the Department from going to the Board, the CEO may approve signing as long as the Department takes the item to the Board at their next available meeting.

I am respectfully requesting your approval for my signature on the application so that we may meet the deadline and be a candidate for the award.

I appreciate your consideration.

Respectfully,

  
Matthew C. Kendall  
Sheriff

*Approved  
C. Angelo  
7.9.2021*

---

951 Low Gap Road  
Ukiah, California 95482

707-463-4411  
Fax 707-468-3404



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4w)

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**To:** Board of Supervisors

**From:** Sheriff-Coroner

**Meeting Date:** September 14, 2021

**Department Contact:** Matthew Kendall

**Phone:** 463-4085

**Department Contact:** My Lan Do Nguyen

**Phone:** 463-4408

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of First Amendment to Board of Supervisors Agreement No. 19-013 with Keefe Commissary Network, LLC in the Amount of \$350,000 for a New Agreement Total of \$1,400,000 to Provide Inmate Commissary Services Effective January 1, 2022 through December 31, 2022

**Recommended Action/Motion:**

Approve First Amendment to Board of Supervisors Agreement No. 19-013 with Keefe Commissary Network, LLC in the amount of \$350,000 for a new agreement total of \$1,400,000 to provide inmate commissary services effective January 1, 2022 through December 31, 2022; authorize the Sheriff to sign any future amendments that do not affect the maximum Agreement total; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

February 6, 2019, Approval of Agreement with Keefe Commissary Network, LLC, Item No. 4(n).

**Summary of Request:**

On February 6, 2019, the Board of Supervisors approved BOS Agreement No. 19-013 with Keefe Commissary Network, LLC to provide inmate commissary services in the Mendocino County Jail. The Agreement has the option for two one-year extensions. Commissary services are provided to the inmates, and a banking component collects funds from the inmates. Inmates who have funds on their books can purchase goods and supplies through Keefe Commissary Network L.L.C. The Agreement results from a Request for Proposal (RFP) process under RFP#SO-2018-001 that was released on February 20, 2018. Keefe Commissary Network L.L.C. was the only responder to the RFP.

This First Amendment extends the termination date set out in the original BOS Agreement No. 19-013 from December 31, 2021, to December 31, 2022. The annual compensation payable to Keefe Commissary Network, LLC from the Sheriff Commissary Fund is \$350,000 for the one-year term of this Amendment.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** N/A



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**Item #: 4w)**

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**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** Sheriff Commissary (2110-760200) **budgeted in current f/y:** Yes

**current f/y cost:** \$350,000

**if no, please describe:**

**annual recurring cost:** \$350,000

**revenue agreement:** Yes

**budget clarification:** The Sheriff Commissary funds are pass through funds that are held in a trust account created by the Auditor. The monies from commissions on commissary items come into a trust account that is used for inmate welfare service expenses, such as Adult GED, SUDT, Jobs Programs, Life Skills, Parenting Class, re-entry assistance, religious programming and Native American programming. The inmate welfare fund trust account number is 24760440.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Cherie Johnson, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Continued**

Date: September 15, 2021



Vendor No. **41856**

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 19-013**

This Amendment to BOS Agreement No. 19-013 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Keefe Commissary Network, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 19-013 was entered into on February 26, 2019; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. 19-013, from December 31, 2021 to December 31, 2022; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY that the annual compensation payable to CONTRACTOR from the Sheriff Commissary Fund in the amount of \$350,000 remain the same for the term of this Amendment; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add Addendum A-1: CLETS Requirements for Unescorted Contractors because it is required by the California Department of Justice; and

NOW, THEREFORE, we agree as follows:

1. The term of this Amendment shall be from January 1, 2022 to December 31, 2022.
2. The compensation payable to CONTRACTOR from the Sheriff Commissary Fund shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) for the term of this Amendment. \$175,000 in Fiscal Year (FY) 2021-22 and \$175,000 in FY 2022-23.
3. The amount set out in BOS Agreement No. 19-013 will be increased by \$350,000, the maximum amount of this Amendment.
4. **Addendum A-1: CLETS Requirements for Unescorted Contractors.**

All other terms and conditions of BOS Agreement No. 19-013 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:**

DB Aug 16, 2021  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: Sheriff Commissary

Line Item: 2110 - 760200

Grant: ☐ Yes ☒ No

Grant No.: n/a

**CONTRACTOR/COMPANY NAME:**

By: [Signature] Aug 16, 2021

**NAME AND ADDRESS OF CONTRACTOR:**

Keefe Commissary Network, LLC

10880 Lin Page Place

St. Louis, MO 63132

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

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

**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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

[Signature]

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

**08/11/2021**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: [Signature] **08/11/2021**  
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 ☒ RFP No. SO-2018-001

Mendocino County Business License: ☒ Exempt

Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p)



## Addendum A-1

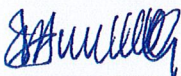
### CLETS Requirements for Unescorted Contractors

- A. CONTRACTOR shall ensure that all CONTRACTOR'S employees, subcontractors and employees of subcontractors have completed the following forms, training or other requirements (all items must be completed):
- CLETS Private Contractor Management Agreement - HDC 0004B
  - CLETS FBI CJIS Security Addendum - HDC 0012
  - CLETS Employee/Volunteer Statement - HDC 0009
  - DOJ/CII & FBI/III Check (Prior to access)
  - Security Awareness Training & signed attendance roster
  - Agency issued ID Card indicating 'Unescorted'
- B. Forms and information needed to complete these requirements shall be provided by COUNTY. **Contact Rose Britton at [brittonr@mendocinocounty.org](mailto:brittonr@mendocinocounty.org) or 707-463-4095.**

I certify that I have read and understand the requirements of Addendum A-1 and will comply and keep records for possible audit purposes by the Department of Justice (DOJ).

**John Puricelli**

\_\_\_\_\_  
Name (printed)



\_\_\_\_\_  
Signature

**Executive VicePresident**

\_\_\_\_\_  
Title

**Aug 16, 2021**

\_\_\_\_\_  
Date

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Keefe Commissary Network, L.L.C., 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 inmate commissary services; 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                                                                                                                                     |
| Attachment 1 | Sealed Bid from Keefe Commissary Network, LLC, in response to RFP No. SO 2018-001, Inmate Commissary Services and Smart Deposition Banking System Services |
| Exhibit B    | Payment Terms                                                                                                                                              |
| Exhibit C    | Insurance Requirements                                                                                                                                     |
| Exhibit D    | Mendocino County ePayables Information                                                                                                                     |
| Appendix A   | Certification Regarding Debarment, Suspension and Other Responsibility Matters                                                                             |

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), from February 26, 2019 through December 31, 2021. There will be the option for two one year extensions.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) annually for the term of this Agreement.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

SHERIFF

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: Sheriff Commissary

Line Item: 2110-760200

Grant: ☐ Yes ☒ No

Grant No.: n/a

CONTRACTOR/COMPANY NAME

By:

Date:

NAME AND ADDRESS OF CONTRACTOR:

Keefe Commissary Network, L.L.C.  
10880 Lin Page Place  
St. Louis, MO 63132  
ATTN: John Puricelli

COUNTY OF MENDOCINO

By:

Carre Brown, Chair  
BOARD OF SUPERVISORS

Date:

FEB 27 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

FEB 27 2019

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

FEB 27 2019

INSURANCE REVIEW:

By:

Risk Management

ate:

12-18-18

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By:

Deputy

Date:

12/7/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO

ate:

12-18-18

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

Exception to Bid Process Required/Completed ☒ RFP # SO-2018 -001

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section:

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

See pg 2  
SHERIFF \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

Budget Unit: Sheriff Commissary

Line Item: 2110-760200

Grant: ☐ Yes ☒ No

Grant No.: n/a

**CONTRACTOR/COMPANY NAME**

By: [Signature]

Date: 1/23/18

**NAME AND ADDRESS OF CONTRACTOR:**

Keefe Commissary Network, L.L.C.  
10880 Lin Page Place  
St. Louis, MO 63132  
ATTN: John Puricelli

**COUNTY OF MENDOCINO**

By: See pg 2  
Carre Brown, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: See pg 2  
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 pg 2  
Deputy

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

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

KATHARINE L. ELLIOTT,  
County Counsel

By: See pg 2  
Deputy

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

**INSURANCE REVIEW:**

By: See pg 2  
Risk Management

ate: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: See pg 2  
Deputy CEO

ate: \_\_\_\_\_

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

**Exception to Bid Process Required/Completed** ☒ **RFP #** SO-2018 -001

**Mendocino County Business License: Valid** ☐

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



## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.



2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, 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 CONTRACTOR'S and 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.
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  
MCSO  
951 Low Gap Rd.  
Ukiah, CA 95482  
Attn: Fiscal

To CONTRACTOR: Keefe Commissary Network, L.L.C.  
10880 Lin Page Place  
St. Louis, MO 63132  
ATTN: John Puricelli

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 and display the same in a location that is reasonably conspicuous, as well as 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 services in Exhibit A shall not exceed \$350,000 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. To the extent that any term in Attachment 1 conflicts with any of the terms of the General Terms of Conditions of this Agreement, the General Terms and Conditions section controls.

/////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////



## EXHIBIT A SCOPE OF SERVICES

The scope of work to provide Commissary Services to inmate of the Mendocino County Sheriff's Office includes:

### A. Inmate Commissary Services:

1. Overview of the commissary process:
  - a. Inmate will order at the kiosks a minimum of one time a week and transmit the order directly to CONTRACTOR.
  - b. The CONTRACTOR will fill the order and deliver it directly to the inmate.
  - c. The CONTRACTOR will then send a weekly itemized invoice to the COUNTY.
  - d. The COUNTY will pay the invoice.
  - e. The CONTRACTOR will send the commission check to the COUNTY.
2. CONTRACTOR will be responsible for all facets of the commissary system to include but not limited to:
  - a. Purchasing.
  - b. Receiving.
  - c. Storage of all commissary products offered.
  - d. Supply methods necessary for inmate ordering, includes keeping the order menu up to date.
  - e. Packaging and delivery of individual commissary orders, includes a copy of the receipt of items ordered with the delivery of each order.
3. CONTRACTOR will be responsible for a plan for inmate family and friends to purchase commissary items on-line.
4. CONTRACTOR will supply Software, initial installation and all subsequent updates. This includes necessary on-site training for COUNTY Jail and COUNTY fiscal staff, equipment installation, maintenance and necessary on-site training for COUNTY Jail and COUNTY fiscal staff.
5. Automated solutions for the Commissary Management System, including but not limited to:
  - a. Commissary Ordering. Commissary ordering is a primary feature of the KeepTrak Software System. Commissary ordering is integrated with CONTRACTOR's pricing and warehouse fulfillment system, with the inmate banking system, with our customers' Jail Management System, and with partner vendor systems such as phone and vending partners.
  - b. Inmate kiosks. CONTRACTOR will provide EDGE HOUSING KIOSK. Along with commissary order entry, each kiosk also allows the inmate to participate in a number of other self-service activities:

- i. Account History Review
  - ii. Message Exchange with staff
  - iii. Facility Bulletin Board Information
- c. Mobile kiosk (one unit).
- d. On-line services ordering system.
  - i. Provides password protected Web application that allows facility staff members to research inmate and family member / friends order history.
  - ii. Provides ability to identify all persons who may have placed an order for a specific inmate during a specific date range and allows for the ability to identify how many different inmates a specific person is placing orders for during a specific date range.
  - iii. Ability to provide applications to interface with DOC banking applications to access inmate funds in lieu of check requests, thus providing a more efficient ordering process than processing hundreds of check requests.
  - iv. Online or automated telephone order tracking by family members / friends.
  - v. Ability to accept multiple orders for same inmate and merge into a single pick slip for Order Fulfillment while still ensuring that program limits – dollar, weight, quantity are still be adhered to.
- e. On-line deposit
- f. Vending debit cards.
  - i. CONTRACTOR will provide this service for the inmates. The program will run as it is currently performing by using the value loaded cards currently be sold on the commissary kiosks for Vending use.
- g. Delivery of commissary orders directly to the inmate
- h. Vending machines, stocking and maintenance
  - i. CONTRACTOR will provide this service for the inmates. The program will run as it is currently performing.
  - ii. Vending staff will clean, test and fill each machine, and ensure all trash is cleared from the area and a conduct a visual check to ensure the integrity of each machine has not been compromised.
  - iii. Vending staff will be trained to perform a variety of preventative maintenance, including regular weekly inspections and cleaning.
- i. Release of inmate funds via release debit cards
- j. CONTRACTOR will provide a list of all people within the company who will be performing on site services. Each person will have to pass a COUNTY



background check prior to providing any services to the COUNTY.

k. Vending Cards.

- i. Value loaded cards are sold on the commissary kiosks for Vending use.

B. Reports

1. Provide a plan for delivering a complete audit trail of all transactions on a monthly basis to COUNTY and provide COUNTY access to run custom reports as needed.
2. Provide a plan for reports on all transactions and revenue share on a monthly basis or by on-line access.
3. Provide a card-load summary report

C. Deposit Banking System:

1. CONTRACTOR shall provide a plan for a system of accepting cash, debit cards or credit cards for the purpose of inmate trust fund deposits through a deposit kiosk and deposit website and phone service for remote deposits.
2. CONTRACTOR shall provide a plan for all hardware, software and three deposit banking kiosks (Public lobby, arrestee reception and booking room). As the incumbent, CONTRACTOR's equipment is already in place.
3. CONTRACTOR shall provide a plan for on-site training for the deposit system for all Sheriff's Office jail and fiscal staff.
4. CONTRACTOR shall provide a plan for the maintenance of the kiosks. Response and repairs will be required to be within 24-hours of COUNTY notification to CONTRACTOR for any system failure.
5. CONTRACTOR shall continue to utilize an armored service to collect, transport, and deposit cash from all of the Deposit Kiosks.
6. CONTRACTOR shall replenish debit cards through Rapid Financial Solutions (RFS). Debit cards will be replenished automatically. RFS will monitor the debit card inventory of the County and ship more as necessary.

D. Subcontractors. CONTRACTOR will provide the names of all subcontractors to the COUNTY:

1. Software and hardware solutions for the corrections finance system.
  - a. CONTRACTOR employs its own software engineers to design and create the KeepTrak Software System solutions. The entire software package is owned, warranted, and maintained by CONTRACTOR's Commissary Network; therefore, all its hardware and software will be provided, installed, warranted, and maintained by KCN at no cost to Mendocino County for the life of the Agreement.
2. Debit card solution for releasing funds when inmates are released from

custody.

- a. CONTRACTOR's KeepTrak Software banking system provides a facility-defined release workflow that includes settlement of debt and issuance of one or more disbursement transactions to close out the account. Disbursement transactions include but are not limited to debit card, check, cash, DOC transfer, etc.

E. COUNTY responsibilities:

1. Continue to provide power and data lines.

F. HARDWARE/SOFTWARE.

1. During the term of this Agreement, CONTRACTOR shall supply COUNTY with the Computer Equipment and Contractor Software as listed below. COUNTY agrees to return all Computer Equipment and CONTRACTOR Software to CONTRACTOR in workable order upon contract termination. CONTRACTOR hereby grants to COUNTY a non-exclusive, royalty-free license to use the CONTRACTOR Software during the term of this Agreement. All software supplied by Contractor is proprietary and shall at all times remain the property of CONTRACTOR with title and all rights vested in and retained by CONTRACTOR. COUNTY hereby agrees that it will NOT disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the CONTRACTOR Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by CONTRACTOR shall remain the property of CONTRACTOR unless otherwise expressly agreed to by the Parties in writing.

a. Computer Equipment

|                                                                                         |   |
|-----------------------------------------------------------------------------------------|---|
| SHI - Symbol Hand Wand Scanner - USB - (LS2208-SR20001R-UR) 5 Year replacement warranty | 1 |
| Inducomp - Edge Kiosk (R6) - includes Win 8.1 licensing                                 | 9 |
| Inducomp - Ultra Power Injector Kit for POE Kiosks                                      | 9 |
| Inducomp - Digital Loggers Programmable Managed Power Switch (8-Port) LPC7/LPC PRO      | 3 |
| Inducomp - Mobile Edge Kiosk Cart - single unit with battery power                      | 1 |
| InduComp - Booking Kiosk with Micro PC Bundle                                           | 1 |
| InduComp - Intake Kiosk - Avalanche 180 Bulk Acceptor                                   | 1 |
| Token Works - M260 Driver's license/credit card reader                                  | 1 |
| TKC - For Cable/DSL, T1 - Checkpoint 1430 Firewall                                      | 1 |
| IBM UDB Workgroup                                                                       | 1 |
| IBM UDB Client (additional license)                                                     | 1 |



|                                                                                                         |   |
|---------------------------------------------------------------------------------------------------------|---|
| SHI - Microsoft Office 2013 Pro (Word, Excel, Outlook)                                                  | 1 |
| AntiVirus Software (additional license)                                                                 | 1 |
| Afaria License                                                                                          | 1 |
| Lobby Kiosk - Inducomp Avalanche (new model) - includes driver's license/card reader & web power switch | 1 |

- b. The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.
2. CONTRACTOR shall provide and maintain all computer hardware and software to run the commissary program. Use of open architecture and latest version of Windows based operating system is necessary. CONTRACTOR shall be responsible for on-line connectivity and cost. Any necessary training to COUNTY Jail and Fiscal staff will be done on-site by the CONTRACTOR.
  3. CONTRACTOR shall provide a plan for all maintenance to the hardware and software systems. Response and repairs will be required to be within 24-hours of COUNTY notification to CONTRACTOR for any system failure
  4. Updates to software will be at the CONTRACTOR's expense.
  5. CONTRACTOR shall provide a plan for collaborating in the development of electronic interfaces with Jail Management System (JMS) and the Inmate Phone System; to include an option on the kiosk for inmates to communicate with the phone provider.
  6. All kiosks will be provided to the COUNTY at no charge. COUNTY is responsible for all wiring needed for kiosk installation. All hardware installed by CONTRACTOR shall remain the property of CONTRACTOR.
  7. CONTRACTOR will fund the initial and ongoing costs of the AEGIS New World Systems (Tyler Technology Inc.) standard software license fee, interface and associated fees to keep the system running. This includes the AEGIS to Commissary software interface and the Legacy software interface for phone cards.
- G. Except as otherwise provided in this Agreement, CONTRACTOR shall provide services per the terms and conditions proposed in the Sealed Bid from Keefe Commissary Network, LLC, in response to RFP No. SO 2018-001, Inmate Commissary Services and Smart Deposition Banking System Services, "Attachment 1", the contents of which are incorporated into this Agreement. All references to "Keefe" in Attachment 1 shall mean CONTRACTOR.

////////////////////////////////////[END OF SCOPE OF SERVICES]////////////////////////////////////

## **ATTACHMENT 1**

### **SEALED BID FROM KEEFE COMMISSARY NETWORK, LLC**

Keefe proposes, but not limited to, its Keep Trak Software System, EDGE HOUSING KIOSK Housing Unit Kiosk, and SECUREINTAKE

Commissary ordering is a primary feature of the Keep Trak Inmate Banking and Commissary system. Commissary ordering is integrated with Keefe's pricing and warehouse fulfillment system, with the inmate banking system, with our customers' Jail Management System, and with partner vendor systems such as phone and vending partners.

The EDGE HOUSING KIOSK operates on Keefe's hardware and software, which is developed by Keefe's in-house technology and development teams.

#### **Kiosk Ordering**

The kiosk is designed to allow inmates to enter their orders and adjust them as often as they would like until the cutoff time.

Once the cutoff time is reached, all order requests are processed and all facility rules and restrictions are applied. After all requests are processed, orders are built and dispatched to the distribution center for fulfillment.

The touch screen ordering system allows users to view approved commissary product pricing and availability. The ability of an inmate to see the product they are ordering has a direct impact on overall sales.

Inmates are assigned facility approved order forms or menus, which are displayed to the inmates as their choices. Each order form or menu is displayed in category sections. Inmates will simply touch the category that will then display the items to be added.

KCN has chosen to display pictures of all the products to the users allowing them to understand fully what items they are requesting. This provides an additional advantage for those who may have issues with literacy and/or language. This module will apply all of the facility's commissary restrictions at the time the order is created.

#### **Restrictions:**

- Order for assignment
- Order form spending group limit
- Order form maximum spending limit
- Item category maximum spending limit
- Item maximum quantity
- Resident indigence status
- Resident available balance



All refunds are done in real time and are linked back to the billing system to allow for a fully automated system.

### **Commissary Sales Invoicing and Reporting**

The Keefe Inmate Account System generates invoices on Keefe's Oracle fulfillment system. One Oracle invoice is issued with each delivery batch of commissary orders.

One Oracle invoice is generated for each group of refunds collected from the Account System. Oracle invoices may be summarized into weekly statements.

The system also provides Cash Drawer management for tracking and approving Cash in circulation and automates the bank deposit entries in the System General Ledger when Completed drawers are promoted for deposit.

The system provides a number of reports to show funding, disbursement, and collection of expenses from inmate accounts. All accruals for amounts collected from inmate accounts and due to vendors or government agencies are scheduled for payment through the system's Accounts Payable module.

All transactional fields may be selected and filtered for ad hoc reporting.

** Keefe Response:** Keefe understands and will adhere to items i-v.

After commissary orders have been scanned or placed via Kiosk at the Mendocino facility, the orders are uploaded to Keefe's commissary software application. Order information is retrieved at Keefe's safe and secure off-site warehouse location where orders are filled.

KCN will fill and ship orders the same day we receive them, from our 125,000 ft<sup>2</sup> off-site location in Reno, NV. This expansive warehouse ensures proper inventory, product selection including health-oriented and ethnically diverse products; and added security. KCN inventories over \$5 million of product at a given time.

We will coordinate the delivery schedule with the facility, and subject to change according to the county's operational needs and security requirements. Delivery of commissary takes place regardless of weather, holidays, work stoppages or any adverse conditions.

At the time orders are pulled, orders are identified by employee number -- employee names are never used -- to maintain correct fulfillment. Orders are sealed, with a receipt of purchase showing the inmate's name and booking number or identification number clearly visible from inside the clear bag. Delivery staff will verify the booking number or inmate identification number and photo identification, requiring each inmate to show a wristband or ID card prior to inventory of each bag.



After verifying that each inmate receiving commissary is indeed the correct inmate, Keefe staff will obtain a signature for the order, and retain the receipts. KCN places the three-ply receipt inside the clear plastic bag where it is visible to delivery staff and inmates. Once the sealed bag is inventoried by the inmate and delivery agent, the receipt is signed by the inmate to indicate accuracy and acceptance of the order. Should a discrepancy arise, it will be handled at that time. Credits due will be noted on the receipt and handled following delivery within 24 hours. The second invoice will be forwarded to any designee the County would require or complete electronic orders are also available for the county to review at any time.

All sales will be final at the point of delivery, and any discrepancies will be resolved at this time (shortages, damages). KCN's warehouse's maintains a 99+% order accuracy rate.

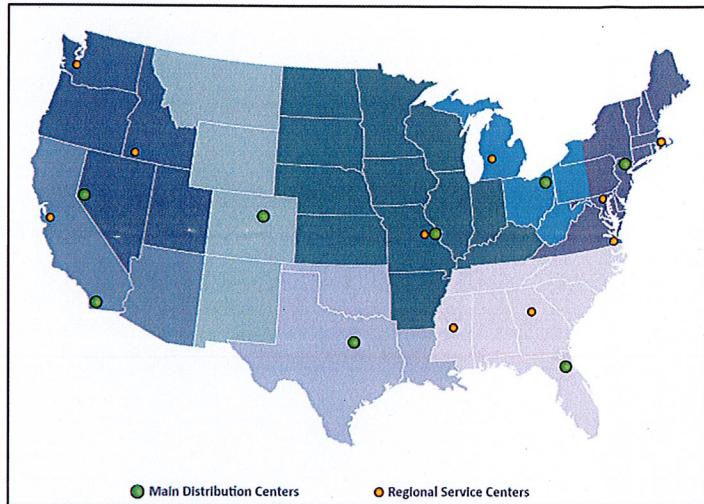
### **Inventory Management**

Keefe has a dedicated purchasing department and a full-time distribution department to help ensure proper inventory levels for filling orders. In addition, our Western Region Business Manager and our Inventory Control Manager monitor inventory levels daily, to ensure proper levels within the region to support our Reno distribution center. Our commitment to customer service and use of multiple distribution resources ensures a high product fill rate.

KCN manages inventory on a daily basis, with reporting structures to ensure a year's supply. Product is received and rotated for distribution on a "first in, first out" system. All products are date coded and extensive physical inventories are conducted twice annually. KCN receives direct shipments from manufacturers to ensure product availability. We are neither a middle man nor are we reliant upon others, and in many cases, we are the major manufacturers of our products.

Keefe currently has **18 distribution centers** totaling over 1.5 million square feet, shipping 25 million pounds of inventory per month and carrying over \$80 million in inventory daily. Should a service disruption occur at the warehouse servicing your facility, KCN has the capability to seamlessly continue operations from our nationwide distribution network.





### **Plant/Facility and Transportation Security**

All KCN products are delivered in clear plastic bags for maximum security. Commissary bags are sealed in KCN's 100% secure warehouse, including the highest level of security in the industry. Security features of our warehouse include:

1. Security cameras in warehouse and office
2. Collared KCN uniform polo shirts
3. Tool display box for sign in and sign out
4. Sign in and out logs for truck keys, vending keys, tools
5. High cost items in a security cage
6. Lockable file system for confidential papers
7. Single point of entry for personnel and visitors
8. Driver's cage installed and used
9. Door alarms on all warehouse exit doors
10. Locks on all roll-up doors
11. Only manager & assistant; sales, and upper management have keys and password
12. All exit doors in warehouse (except driver's doors) are kept locked at all times

### **Hiring & Training Policies**

KCN performs a criminal records check and illegal substance use testing on all of its pre-employment candidates. At your request, KCN will provide the procedures used and documentation compiled because of these checks. Our hiring practices emphasize internal referrals, which also act as a control for screening employment candidates. KCN maintains a drug-free work environment. Any violation of this policy will subject the employee to appropriate discipline, up to and including termination.



## **Keefe Warehouse Training**

All KCN employees must pass a rigorous background check, drug test and credit check prior to employment, and all employees are subject to random drug test at any time during their employment. KCN's training policies and procedures include each employee receiving a 40-hour Training Certification process that covers the following topics:

- Order pulling
- Inventory re-stocking
- Shipping of Completed Orders
- Product Receiving
- Safety, Security, and Sanitation
- Forklift and Fire Extinguisher Certification

All employees receive a review on their 30- and 90-day anniversaries, and annually thereafter.

### **Service Quality**

Keefe Commissary Network specializes in preventing inmate complaints. Keefe personnel accept grievances involving commissary orders, items and pricing, and address issues in the timeframes requested. Items are replaced or credits issued, and documentation retained for all grievances addressed. KCN recognizes inmates as customers and makes every effort to treat them fairly.

Keefe's policies and procedures are key in preventing inmate complaints concerning commissary products and services, including:

- Ensuring that all inmates with funds who place an order, receive an order. This often requires our staff to correct the inmate's ID on the order form.
- Ensuring that the order is delivered to the correct inmate.
- Ensuring that all items charged are delivered in full and to the satisfaction of the inmate receiving the order.
- Printing on the order receipt, the items which were ordered but rejected and not charged or delivered due to reasons such as insufficient funds, violation of a restriction, exceeding the spending limit, and taking the time to explain to the inmate.
- Delivery Agents verify that the inmate receives their order during re-routes.

### **Access Corrections Secure Deposits Order Management**

Keefe will provide all facets of Order Management – menu selection, creation of marketing materials, order solicitation, order processing, management of all financial transactions, and Customer Service support from our Corporate Offices in St. Louis, MO. This location currently provides Order Management to over **one million** family



and friends orders placed annually for delivery to inmates across the United States through more than 200 programs spanning multiple state DOC's and County jails.

Keefe suggests that the food menu program be changed twice per year. Our experience has shown that maintaining the same menu for Quarters 1 (January-March) and Quarter 4 (October-December) and the same menu for Quarters 2 (April-June) and Quarter 3 (July-September) provide the best opportunity to maximize sell and provide items that fit the seasons, i.e. holiday.

#### **Access Corrections Secure Deposits Order Fulfillment**

Keefe will manage all Food Package Program Order Fulfillment activities on-site at its warehouse in Sparks, NV. In the event that Keefe is given the privilege to allowing family and friends to order property packages we would also like to fulfill those on-site at our warehouse.

Since all equipment is already in place, inventory management, worker training, worker task assignment, pick spot location management, bay order fulfillment, package identification after fulfillment and order shipment is already set and will be revisited as necessary.

Keefe employs its own software engineers to design and create the KeepTrak Software System. The entire KeepTrak Software System software package is owned, warranted, and maintained by Keefe Commissary Network; therefore, all its hardware and software will be provided, installed, warranted, and maintained by KCN at no cost to Mendocino County for the life of the Agreement.

#### **Training**

KCN provides training to all its customers at no charge, throughout the life of the contract. This includes initial training, refresher courses, software updates, new employees, and advanced level training on request.

Training can take place onsite at facility locations, web-based training. Ongoing support is provided through our 24x7x365 toll free assistance line staffed by KCN Technical Services training personnel located in St. Louis, Missouri.

#### **Hardware/Software Updates**

During the term of the Agreement, KCN agrees to keep current both its hardware and software. Any and all upgrades of hardware and software as well as additional training to facility staff will be provided by KCN at no cost to the County for the life of the Agreement.

Keefe employs its own software engineers to design and create the Keep Trak Software System. The entire Keep Trak Software System is owned, warranted, and maintained by Keefe Commissary Network; therefore, all its hardware and software will be provided, installed, warranted, and maintained by KCN at no cost to Mendocino County for the life of the Agreement.



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Additionally, Keefe proposes its EDGE HOUSING KIOSK Housing Unit Kiosk. The kiosk is designed to allow inmates to enter their orders via touch screen kiosk. The ordering system allows users to view only approved commissary product pricing and availability.

All order requests are processed after all facility rules and restrictions are applied. After all requests are processed, orders are built and dispatched to the distribution center for fulfillment.

Keefe is well experienced in handling a large volume of trust fund deposits for the correctional market. Keefe currently processes over 5 million transactions per year while providing these services to over 700 County facilities and fifteen (15) State Department of Corrections encompassing over 650,000 inmates.

## **Online Deposits**

In order to allow inmates' family and friends to make deposits online, Keefe operates a secure website 24/7/365 – [www.accesscorrections.com](http://www.accesscorrections.com). All that is required to set up an account is an email address and a personal password. Once they have completed this process, they can log onto the secure website.

The following functions are available:

**Recipient list** – User can create a recipient list that will allow them to add as many inmates as they choose. This list allows the users to efficiently add funds to an inmate's account.

**View deposit history** – User is able to view their history for every deposit made from the website to each inmate's account.

**Edit account information** – User is able to enter in current information such as address and telephone number that will be used to process all deposits.

**Add funds** – User is able to simply click on a button, provide their debit/credit card information and make a deposit.



**Remove inmate** – Users can remove a selected inmate from their list any time.

### **Deposit Mobile App**

Keefe also offers the ability for individuals to make deposits via our user friendly Mobile App.

1. Inmate mail


### **Secure Mail**

Keefe's proprietary inmate mail system is Smart Mail. The system attacks a major problem that exists in a lot of facilities, handling and processing traditional mailed letters to inmates, by eliminating them altogether.

Secure Mail allows family and friends to send mail messages to inmates. And, where our EDGE HOUSING KIOSK Inmate Kiosk system is deployed, inmates can receive messages directly to the kiosk.

For security, Secure Mail calculates a score for each message and each message is reviewed by an officer. Once mail is approved, inmates view their mail on the EDGE HOUSING KIOSK inmate kiosk system. Mail may also be printed and delivered to the inmate for non-EDGE HOUSING KIOSK facilities.

2. Inmate grievances

 **Keefe Response:** Keefe understands and will adhere.

### **Message Exchange with Staff**

The Edge Housing Kiosk Kiosks will allow facility staff to utilize Keefe's **Grievance system** for reading and responding to inmate requests online. EDGE HOUSING KIOSK is a messaging service hosted by KCN that enables paperless communications between inmates and staff.

The requests are routed from the EDGE HOUSING KIOSK kiosks directly to authorized facility staff for review, approval and/or facility reply.

### **Additional features of EDGE HOUSING KIOSK**

- Individual staff members can be assigned roles that filter the types of topics they can read, initiate or reply
- An inmate or a staff member may choose a given topic to create a conversation
- Staff members and inmates can add text comments to an open conversation
- Ability for staff to sort and filter messages
- Conversations may be reassigned from one staff member to another
- Facility may define a number of hours after which a dormant conversation topic must be escalated to an alert state
- Messages that achieve a given alert state may trigger an email to selected staff for immediate attention
- All texts within a conversation are individually time-stamped
- A given conversation may be selected and printed in its entirety



- Summary information for all conversations may be exported into Excel and filtered for further research or statistical reporting

Contractor will fill and ship orders the same day for next day delivery. Inmate orders are sealed, with a receipt of purchase showing the inmate name and booking number or inmate identification number clearly visible from inside the clear bag. Delivery staff will verify the booking number or inmate identification number and photo identification, requiring each inmate to show a wristband or ID card prior to inventory of each bag.

### **Commissary Receipts and Reporting**

After verifying that the inmate receiving commissary is indeed the correct inmate, delivery staff will obtain a signature for the order.

Keefe will obtain signed receipts for all orders and retain the receipts. KCN places the three-ply receipt inside the clear plastic bag so it is visible to staff and inmates. Once the sealed bag is inventoried by the inmate and delivery agent, the receipt is signed by the inmate to indicate accuracy and acceptance of the order. Should a discrepancy arise, it will be handled at that time. Credits due will be noted on the receipt and handled following delivery within 24 hours. The second invoice will be forwarded to any designee the County requires. Complete electronic orders are also available for the county to review at any time.

All sales will be final at the point of delivery, and any discrepancies will be resolved at this time. KCN's warehouse's maintains a 99+% order accuracy rate.

### **Software Maintenance**

Keefe's proposed software solutions are hosted offsite. These cloud services are hosted at redundant data centers managed by Keefe Production Engineers.

All cabling, switches, routers, fiber connectors, ISP services are included in Keefe's solution.

### **Software Updates**

Keefe development staff release new features to the system twice per month. All updates are immediately available to all Keefe customers free of charge. Details for each upgrade are include on the landing page and within the online help guide

### **Support Teams**

Keefe will provide the following support teams to support Mendocino:

#### **Implementation Team**

- Engage customer for initial implementation and upgrades
- Create Training System for data migration and configuration



- Modify Training Environment as per sheriff department requirements
- Initialize integrations with partners
- Supervise infrastructure upgrades as needed
- Train staff on new system
- Document system settings
- Initialize monitoring and support settings

#### **Intake Team**

- Receive incoming customer requests via phone and email
- Provide first call resolution as applicable
- Create associated service tickets and assign to IT Support Analyst(s) within appropriate technical team
- Monitor receipt of customer backups
- Conduct customer survey feedback

#### **Inmate Enablement Team**

- Resolve customer requests associated with online deposit, payment, release, email, and media services.
- Manage software updates, integrations, and hardware applicable to these services.
- Commissary and Integration Team
- Support onsite commissary software technical operations
- Support and troubleshoot software integrations between Keefe and partner systems
- Assist with commissary invoicing/JMS reconciliation
- Trouble-shoot edge kiosk services

#### **Infrastructure Team**

- Monitor and support all hardware/equipment supplied by Keefe (including servers, workstations, booking kiosks, pod kiosks, cart operations, various scanners, printers)
- Monitor and support maintenance items (such as data backups, anti-virus software/updates, Windows system updates)
- Provide mission critical server troubleshooting and recovery services
- Support networking/communication across Keefe technology implementations

#### **Accounting Analyst Team**

- Conduct financial transition planning by working closely with the client's financial representatives during transitions to Keefe accounting systems
- Incorporate financial transition results into implementation analyst project plans for transition activities



- Conduct an initial accounting audit of all new technology/services that affect the customer's inmate accounting system
- Conduct annual client financial reviews
- Trouble-shoot financial service events escalated from the other service teams

Exhibit A -10 Keefe's proposed software solutions are hosted offsite. These cloud services are hosted at redundant data centers managed by Keefe Production Engineers.

All cabling, switches, routers, fiber connectors, ISP services are included in Keefe's solution.

KeepTrak Software inmate banking system provides two interface options for the JMS:

- 1) Real time web services
- 2) Secure FTP file transfers

Keefe maintains a standard specification for each of these data integration options through its Inmate Data Services platform. Keefe will partner with the JMS developer(s) to achieve this integration.

Whatever current integration is in place between the facility and the JMS, Keefe will make every effort to leverage the existing interface for use by the KeepTrak Software inmate banking system. Keefe collaborates with all its customers to arrive at successful integrations, including custom County and State systems.

## **Types of Keefe Interfaces**

### **KeepTrak Software System banking software**

Have the satisfaction of knowing that commissary purchases use real time spending balances and are posted as they occur.

### **ICSolutions and other phone platforms**

Take advantage of our phone vendor interface to allow inmates to access their account as the call occurs

### **JMS/OMS**

Connect your JMS/OMS to our hosted Inmate Data Services platform to quickly open and update inmate accounts in KeepTrak Software System Banking.

### **EDGE HOUSING KIOSK Kiosks**

Our EDGE HOUSING KIOSK account lookup browses the KeepTrak Software System Banking Trust, Debt, and Reserved accounts. Inmates can review any of their accounts as needed directly from the kiosk.

Keefe employs its own software engineers to design and create the KeepTrak Software System solutions. The entire software package is owned, warranted, and maintained by Keefe Commissary Network; therefore, all KCN hardware and



software will be provided, warranted, and maintained by KCN at no cost to the County for the life of the Agreement.

During the term of the Agreement, KCN agrees to keep current both its hardware and software. Any and all upgrades of hardware and software as well as additional training to facility staff will be provided by KCN at no cost to the County for the life of the Agreement.

All inmate accounting records are managed in the KCN software related to financial transactions and commissary purchases, including beginning balance, expenditures, remaining balance and ordered item history.

These records will be retained for the life of the commissary agreement, available for review by the facility staff. To the extent of the inmate information loaded to the KCN database via the County-specified interface, the facility will be able to generate specified reports.

All data that is generated through the KeepTrak Software System software will remain the property of the County and will be provided in the desired format upon termination of the contract. KCN also offers support for transition of data to successor inmate banking systems.

Employees who will provide on-site services:

- Ignacio Sanchez, Account Manager
- Manuel Rodriguez, Regional KCN Systems Support Manager
- Endika Berasarte, KCN Systems Project Coordinator
- Matt Coy, Implementation Analyst
- Aaron Timberman, KCN Operations Manager
- Carlos Reyes, Operations Manager
- Corporate Implementation Team Member (TBD) – Training

**1.1 Keefe Response:** Keefe understands and will adhere. Below is Keefe's plan for maintaining a financial audit trail within its KeepTrak software solution. Sample reports are provided in Exhibit 1.

**Fiduciary Management Services** (Financial Audits/Statements – Reporting Schedule)

- Establish a bank account with the facility's bank for custody of inmate funds
- Deposit initial balance check received from prior Bank Account equivalent to total inmate balances recorded for initiation of Keefe accounting system
- Record Initial Cash Deposits
- Receive, Total, and Record Mail Money Order Deposits
- Receive, Total, and Record Visitor Cash deposits



- Manage Cash Drawers through open, count, close, approval, deposit to bank
- Manage Cash storage for release drawers
- Issue inmate checks for release
- Issue inmate cash for release
- Issue inmate debit cards for release
- Issue third party checks
- Prepare group transfer checks for inmates transferred to a state facility after sentencing
- Perform positive pay processing
- Perform Bank Reconciliations
- Receive and reconcile vendor checks with GL accounts payable
- Make closing entries to GL accrual accounts
- Prepare check advice to Welfare with reconciliation of accruals
- Record check to Welfare for payment of vendors and County
- Provide financial reporting as specified by auditor
- Audit fiduciary processes on a quarterly basis
- Perform Expired Check Processing and Reporting
- Perform Abandoned Funds Processing and Reporting

**Keefe Response:** Keefe understands and will adhere. KeepTrak Software System offers comprehensive Reporting capabilities. Sample reports are provided in Exhibit 1.

The Keefe system supports GAAP GL account types and behaviors. The system enforces dual entry accounting. Data stored with all transactions includes the user, the location, the timestamp and any related transactions and activities, such as collection of debt, checks, debit cards, stored documents, custom fields and notes required at time of entry, cash drawer relationships, bank relationships, accounts payable and accounts receivable summarizations, disbursement and fiscal period actions.

Keefe is well experienced in handling a large volume of trust fund deposits for the correctional market. Keefe currently processes over 5 million transactions per year while providing these services to over 700 County facilities and 15 State Department of Corrections encompassing over 650,000 inmates.

### **Online Deposits**

In order to allow inmates' family and friends to make deposits online, Keefe operates a secure website 24/7/365 – [www.accesscorrections.com](http://www.accesscorrections.com). All that is required to set up an account is an email address and a personal password. Once they have completed this process, they can log onto the secure website.



The following functions are available:

- **Recipient list** – Users can to create a recipient list that will allow them to add as many inmates as they choose. This list allows the users to efficiently add funds to an inmate's account.
- **View deposit history** – Each user is able to view their history for every deposit made from the website to each inmate's account
- **Edit account information** – Users are able to enter in current information such as address and telephone number that will be used to process all deposits
- **Add funds** – Users are able to simply click on a button, provide their debit/credit card information and make a deposit
- **Remove inmate** – User can remove an inmate from their recipient list at any time

**Keefe Response:** Keefe understands and will adhere. As we are the current vendor, staff is already trained and using our system. We will be happy to provide refresher training as requested; our complete training plan is provided below.

Keefe support teams include an **Implementation Team** that performs the following:

- Engage customer for initial implementation and upgrades
- Create Training System for data migration and configuration
- Modify Training Environment per sheriff's office requirements
- Initialize integrations with partners
- Supervise infrastructure upgrades as needed
- Train staff on new system
- Document system settings
- Initialize monitoring and support settings

### **Training**

Initial Training is centered on commissary software and inmate banking software. Users will be trained using print and/or online reference guides.

- KCN Implementation Team members engage facility user team leaders in a collaborative approach to define scenarios for user acceptance. A scenario for commissary may be to process 10 representative scanned orders and evaluate restriction processing across 3 allowed lists. A scenario for inmate banking may be to process payroll for 100 inmate accounts and evaluate withdrawals, obligation deductions, and resulting available balances.



- From these scenarios KCN Project Coordinators create a test system for validation of user requirements. Facility user team leaders then validate test scenarios and recommend changes of configuration and/or software features. This is an iterative process. Once completed the test system becomes the end user training system.

### **Training Sessions**

- Training sessions will be conducted by user role. Users will acknowledge participation in training classes held on premise at the facility. Additional training options include web based training with assistance by KCN Project Coordinators, and/or group presentations with open question and answer sessions. Training session times will be determined by facility requirements.
- IT roles relating to interfaces, administration, and security will also be documented and available for training. KCN Project Coordinators will familiarize and train IT staff on roles accepted by the facility for administration of network, security or other infrastructure related options. Day to day interface functionality will be included in the test scenarios for user acceptance. KCN Project Coordinators will produce trouble-shooting guidelines that include items that may be the responsibility of either facility IT staff or KCN tech support staff, or both.

Quarterly inspections are performed on kiosk and related hardware by our regional technicians.

Keefe Technical Services provides four areas of services to customers on a daily basis, Contact Services, Escalation Services, Data Center Services, and Project Services. In addition, Keefe develops its own software/kiosks by means of its Engineering / Development staff.

### **Technical Services Support**

#### **Contact Services**

Contact Services is the first line of contact for service requests via phone or e-mail. All customer support cases are documented in Sales Force. History is available to all field sales staff and regional management on a real time basis.

#### **Examples of first line support services:**

- Resolution of communications errors
- Analysis of hardware errors and replacement of defective hardware
- Standard end-user training
- Order Tracking, Order Processing, Pricing Updates



## Telephone

Phone requests are routed through CISCO Call Manger on a 24 x 7 x 365 basis – phone requests are placed by dialing 800 864-5986. Phone services are available during business hours, defined as 8 AM – 5 PM CST Monday through Friday. During business hours, inbound calls are answered by an administrative attendant. The administrative attendant determines whether the call is related to marketing, accounting, or technical services. If the call is technical in nature, the attendant can route the call either to the direct extension of an individual technician or to the call-queue for the first available technician.

Calls queued for the first available technician can travel through four staff levels, with an increasing cumulative number of extensions accessed throughout wait-time. If a queued call is not answered within five minutes, the call is routed to a voice mail extension which records a message from the caller and automatically begins paging a group of six escalation phone numbers. Calls directed to an individual technician are subject to the current availability of that technician at the time the call is transferred.

Any inbound call outside of business hours can access technical support by choosing Option 7 on a touch-tone phone. When Option 7 is selected, the call routing routine first checks for available staffed extensions; if none are available the call is routed to a voice mail which automatically begins paging a group of six escalation extensions. On-call staff is equipped with notebook computer systems integrated with wireless internet access and VPN access to the Keefe Corporate Service Center.

## E-Mails

E-mail requests are monitored during business hours by a designated Service Center administrator, who screens e-mail for either immediate response or for escalation as a service event. If escalated to a service event, the Service Center Administrator opens a CRM Case and either assigns the case to a technician or adds the case to the service ticket queue.

## Location

Contact Services staff is located at the Keefe Service Center Corporate Office in St. Louis MO Monday through Friday 6 AM – 7 PM CST. On-Call Staff are located off premises Monday through Friday 5 PM – 8 AM CST, Saturday and Sunday 24 hours a day, and Monday morning 12AM – 8AM CST. On-Call staff is located at the Keefe Service Center Office in St. Louis, MO Monday through Friday 8 AM – 5 PM CST.

Keefe's **dedicated regional technical staff** can interact with your facility on-premise, with relatively short notice.

## Escalation Services

Escalation Services is the delivery of complex helpdesk service requirements. Contact Services escalate more complex service requirements to



a higher level of complexity and urgency. Some examples of complex service requirements are:

- Recovery of failed hard drive and / or data recovery
- Re-configuration of standard software features including
- Accounting profiles
- Integration settings
- Communications setup
- Bank, check and cash management features
- Receipt settings
- Standard installations and upgrades.
- Analysis and reporting of software errors
- Specialized end-user training
- Standard Software Upgrades

### **Data Center Services**

Data Center Services is the operation and control of corporate computer systems relating to the customer. Data Center Services is responsible for the following:

- Hardware and software procurement and inventory
- Customer hardware/software pre-configuration
- Central Server Controls
  - Server Monitoring
  - DR readiness
    - Data replication
    - IP address changeover
    - Telco forwarding
    - Activation Procedures
- Customer Backup Maintenance
- Customer backups are limited to DB2 data files and either:
  - Generated and stored at the customer site and forwarded to the Keefe Service Center daily through an IP connection (port 80 for http or port 443 for https)
  - OR
  - Generated and stored at the customer site and not forwarded to the Keefe Service Center (if internet access through either port 80 or port 443 are prohibited by the customer)

### **Project Services**

Project Services is the planning and implementation of software, hardware and network deployments at customer sites. Typically, this includes new account, first



time installation of hardware and software. Project technicians receive and review approved system quote and new Keefe account information documents.

Hardware and equipment needed for the installation on-site is purchased. The Project technician creates a Keefe transition document – this document may vary depending on the complexity of the new account. The document will be a working plan between Keefe and the facility. The document will be a working plan between Keefe and the facility. It will include some of the following topics:

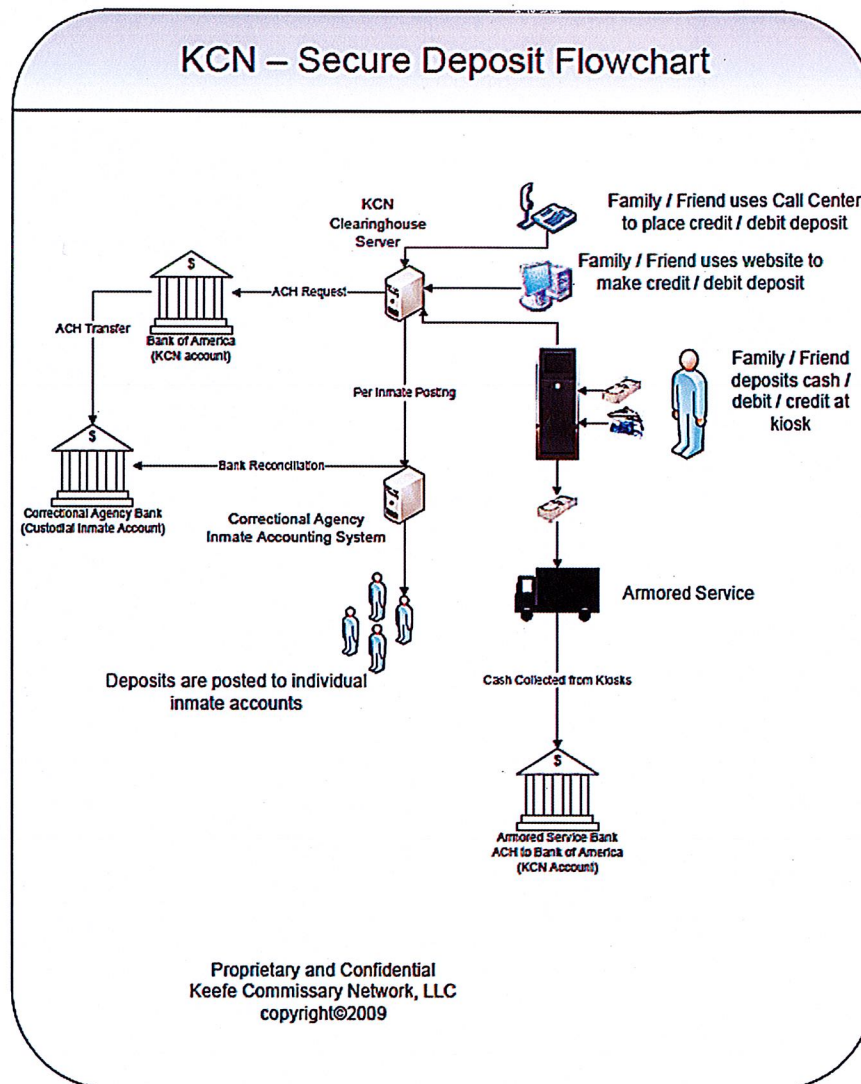
- Servers – model, configuration details
- Remote access –enables Keefe help desk technicians assist with customer questions, inquiries, problems
- Backup method
- Data conversion
- Integration details – contacts, file specifications
- Special features / services requested – positive pay, paid check, debt write off, merge resident, Kiosks, On-line deposits, special order entry methods, prepaid sales
- Officer roster – list of officers, officer duties, groups
- General ledger accounts and associated GL account events
- Number of used cash drawers
- Facility's current everyday business flow / operations
- Resident account events
- Recoverable charges – priority and recovery percentage
- Bank account
- Check printing / layout
- Software / system reports
- Training – room / structure / end user schedule / end user manuals

### **Engineering and Development Services**

- Specification and development of hardware / software solutions for correctional commissary environments. Engagement at this level requires Keefe corporate review / approval of customer requests sponsored by Keefe regional representatives on behalf of the customer.
- Review and analysis of business requirements for new solutions and/or changes to current solutions
- Development of design specifications for new features
- Development of cost estimates for new features
- Development of timelines for new features
- Coding and Testing of new features
- Testing and early deployment of new features

Keefe financial account handling follows all current Federal regulations and guidelines. Below is our flow chart, depicting the normal operation of inmate deposits from friends and family, and inmate funds deposited during the booking process.

A flow chart is provided.





## EXHIBIT B PAYMENT TERMS

Contractor will invoice County on a weekly basis for all commissary items purchased. County shall pay such invoices in accordance with Contractor's standard credit terms (NET 30 DAYS).

1. **COMMISSION.** CONTRACTOR will pay a commission of 28% of net sales to the COUNTY. Net sales are gross sales less applicable sales tax included in the selling price. The commission will be paid on inmate commissary orders, My Care Pack orders and vending machine sales. No commission will be paid on stamps, phone cards, phone time, tablet time, indigent supplies, indigent items or any items sold at cost. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to County shall be reduced accordingly by Contractor after negotiation with County.

CONTRACTOR will provide their rate of commission and percent of net sales to be paid to the COUNTY Inmate Welfare Fund on a weekly basis. Net sales are gross sales less applicable sales tax included in the selling price. The commission will be paid on inmate commissary orders, on-line based orders and vending machine sales. No commission will be paid on stamps or any items sold at cost.

### 2. COMMISSARY PAYMENT PROCESS:

- a. CONTRACTOR will invoice the COUNTY on a weekly basis based on the total cost for all commissary orders, vending sales and online orders. Balance due will be the amount owed to the CONTRACTOR. COUNTY will make payments on a weekly basis from the account maintained by COUNTY containing funds deposited by inmates.
- b. CONTRACTOR will be responsible for paying all Federal, State and local taxes associated with the operation of the inmate commissary services.

### 3. DEPOSIT BANKING SYSTEM:

- a. The fee structure in a table for on-line, phone, credit at kiosks and cash at kiosks shall be as follows:

#### **Secure Deposits Fees**

| <b>Gross Amount Deposited</b> | <b>Web</b> | <b>Phone</b> | <b>Credit at Lobby</b> | <b>Cash at Lobby</b> |
|-------------------------------|------------|--------------|------------------------|----------------------|
| <b>\$0.01 - \$19.99</b>       | \$3.95     | \$4.95       | \$4.00                 | \$4.00               |
| <b>\$20.00 - \$99.99</b>      | \$6.95     | \$7.95       | \$4.00                 | \$4.00               |
| <b>\$100.00 - \$199.99</b>    | \$8.95     | \$9.95       | \$4.00                 | \$4.00               |
| <b>\$200.00 - \$300.00</b>    | \$10.95    | \$11.95      | \$4.00                 | \$4.00               |

- b. The plan for management of funds, including all kiosks shall be as follows:
  - i. Funds post inmate the inmates account within an hour, but typically will post within 10 minutes.
  - ii. Kiosk cash pick will occur once per week.
  - iii. CONTRACTOR will provide weekly ACH batch reports.
  - iv. CONTRACTOR shall adhere to inmate debit release from custody card system that is currently in place.
  - v. CONTRACTOR shall provide a card load summary report.
- 4. FINANCIAL SERVICES Contractor will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Contractor or such other methods ("Transactions") for crediting account balances held by County on behalf of the recipients of funds (the "Services"). Contractor provides the Services in its capacity as a licensed money services business. Contractor represents and warrants to County that Contractor is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
- 5. AUTHORIZATION: County authorizes Contractor to act on its behalf in handling cash and to submit transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to County for the benefit of designated recipients.
- 6. RESPONSIBILITIES OF CONTRACTOR:
  - a. Contractor will receive payments from the public, directed to recipients by way of the Services.
  - b. Contractor will transfer payment files to County on a daily basis. Contractor will deliver payments to County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to County's designated bank account; provided, however, Contractor, in its sole discretion, reserves the right to delay its acceptance of any transaction that Contractor determines to be suspicious and warrants further investigation. County acknowledges and agrees that Contractor may reject, terminate or cancel any proposed transaction should Contractor determine the transaction is being made for an improper or illegal purpose.
  - c. Contractor will provide County with daily payment information by way of the Contractor County interface.
  - d. Contractor will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the



networking, internet connectivity and electrical enhancements required to install a kiosk at the County's location.

- e. Contractor will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Contractor's failure to timely transmit any payment to County.
- f. Contractor will provide sufficient promotional material to be posted by County.
- g. Contractor, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Contractor as soon as is reasonably practicable.
- h. Contractor may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account. COUNTY

#### 7. RESPONSIBILITY OF COUNTY:

- a. County will provide Contractor with the required bank account information for transmission of an EFT. County agrees to notify Contractor, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Contractor, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to County by Contractor and any incorrect payments. At Contractor's sole option and in lieu of the foregoing, Contractor may offset any such overpayments from future payment amounts transmitted by Contractor to County and notify County of any such offset.
- c. Upon implementation of the Services, County agrees that it will not accept payments designated for recipient accounts. County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
- e. County agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit B and/or its negligence in the performance of its duties hereunder.



- f. County agrees that Contractor may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
- g. **RATES:** The Services shall be provided at no cost to County. Contractor shall charge persons initiating a transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Contractor in its sole discretion from time to time.
- h. **REFUNDS/CHARGEBACKS:**
  - The Parties acknowledge that once Contractor accepts a transaction submitted to the applicable payment network or otherwise for processing, Contractor cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Contractor are non-refundable to the individual by Contractor. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
  - In the case of chargebacks or returned funds, Contractor will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Contractor's sole discretion. Upon written request from Contractor, County agrees to provide requested information needed to pursue the chargeback.
- i. If an individual requests a refund, Contractor will not be responsible for making those funds available if they have been already settled to a designated account by Contractor or are beyond Contractor's control.
- j. If County and sender of funds issue inconsistent instructions or requests to Contractor, County's instructions will control and County will reimburse, defend, indemnify and hold Contractor harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with County's instructions.

#### 8. INMATE RELEASE CARD PROGRAM FEES

##### Cardholder Fees Associated with the Inmate Release Program

| Fee Type                                                | Charge |
|---------------------------------------------------------|--------|
| Card Activation Fee                                     | FREE   |
| Support Calls Fee                                       | FREE   |
| PIN Change Fee                                          | FREE   |
| Point of Sale (POS) Transactions (PIN & Signature)      | FREE   |
| Cash Back Option with POS purchase                      | FREE   |
| POS Declines                                            | FREE   |
| Card to Bank ACH Transfer****                           | FREE   |
| Cash Out at any Principal MasterCard Member Institution | FREE   |

|                                                  |         |
|--------------------------------------------------|---------|
| Weekly Maintenance Fee*                          | \$2.50  |
| ATM Account Inquiry Fee                          | \$1.50  |
| Inactivity Fee**                                 | \$2.00  |
| Domestic ATM Fees***                             | \$2.95  |
| ATM Decline for Non-Sufficient Funds Fee         | \$2.95  |
| International ATM Fees***                        | \$3.95  |
| ATM Decline International Fee                    | \$3.95  |
| Replacement of lost or stolen card               | \$10.00 |
| Account Closure Fee/Request for Balance by Check | \$10.00 |

\* After 3 days / 72 hours of issuance the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

\*\*After 90 days of no activity.

\*\*\*Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

\*\*\*\*Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

\*\*\*\*\*Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at [www.accessfreedomcard.com](http://www.accessfreedomcard.com).

You will be deemed to have proper notice thirty days (30) after the amendments are posted.

County Service / Servicio Al Clients:

Toll Free from U.S.A. – (888) 609-0008

[www.accessfreedomcard.com](http://www.accessfreedomcard.com)

9. CONTRACTOR will submit invoices addressed to:

Mendocino County  
 Sheriff's Office  
 951 Low Gap Road  
 Ukiah, CA 95482  
 Attn: Fiscal

Payments under this agreement shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000) annually 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 furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- 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.

////////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////////

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

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 offence 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.

John Puricelli

(Type Name)

Executive Vice President



(Title)

(Signature)

(Organization Name)

Keefe Commissary Network, L.L.C.  
10880 Lin Page Place  
St. Louis, MO 63132



(Organization Address)

(Date)

# COUNTY OF MENDOCINO

## Mendocino County Sheriff's Office

951 Low Gap Rd. ♦ UKIAH, CA 95482 ♦ (707) 463-4411  
Mcso-contracts@mendocinocounty.org

## REQUEST FOR PROPOSAL (RFP)

**INMATE COMMISSARY SERVICES AND SMART DEPOSIT BANKING SYSTEM SERVICES FOR  
MENDOCINO COUNTY JAIL**

|                                 |                                          |
|---------------------------------|------------------------------------------|
| <b>RFP No.</b>                  | <b>SO-2018-001</b>                       |
| <b>RFP Issue Date:</b>          | <b>February 20, 2018</b>                 |
| <b>RFP Submission Deadline:</b> | <b>April 9, 2018</b>                     |
| <b>Issued by:</b>               | <b>Mendocino County Sheriff's Office</b> |



## REQUEST FOR PROPOSAL

### INMATE COMMISSARY SERVICES AND SMART DEPOSIT BANKING SYSTEM SERVICES FOR MENDOCINO COUNTY JAIL

### COUNTY OF MENDOCINO

---

|                                 |                          |
|---------------------------------|--------------------------|
| <b>RFP No.</b>                  | <b>SO-2018-001</b>       |
| <b>RFP Issue Date:</b>          | <b>February 20, 2018</b> |
| <b>RFP Submission Deadline:</b> | <b>April 9, 2018</b>     |

---

#### I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to seek proposals for commissary services and smart banking services for the County Jail.

The purpose of the RFP is to provide inmate services at the Mendocino County Jail.

#### II. DEFINITIONS

**COUNTY** – The County of Mendocino.

**VENDOR** – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

**CONTRACTOR** – A vendor who signs a contract with the COUNTY to perform services.

#### III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit seven (7) copies of their proposal: Six (6) complete paper copies with original Vendor signature, and one (1) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. SO-2018-001", and delivered by 3:00 p.m. April 9, 2018 to:

Mendocino County  
Sheriff's Office  
Attn: Dora Briley  
951 Low Gap Rd.  
Ukiah, CA 95482

**Late or facsimile proposals will not be accepted.** It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
  - Attachment B – Proposal Checklist/Table of Contents
  - Executive summary of proposal
  - Scope of services
  - Company background and experience
  - Proposal cost plan and narrative (as identified in Section XIII)
  - Attachment C – Exceptions to RFP
  - Attachment D – Letters of Reference
  - Attachment E – Certificate of Non-collusion
  - Insurance coverage/certificate of insurance
  - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other



documentation submitted by vendor shall become the property of the County of Mendocino.

- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment G- Sample Mendocino County Contract ).

#### **IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT**

A. Pre-submittal inquiries and correspondence shall be directed to:

- Procedural inquiries: Dora Briley-MCSO  
951 Low Gap Rd.  
Ukiah, Ca. 95482  
(707) 463-4408  
Mcsso-contracts@mendocinocounty.org
- Technical inquiries: Lieutenant Joyce Spears-MCSO  
951 Low Gap Rd.  
Ukiah, Ca. 95482  
(707) 234-2131  
Mcsso-contracts@mendocinocounty.org

- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**
- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

#### **V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

#### **VI. SCHEDULE OF ACTIVITIES**

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

| <b>Scheduled Activity</b>                                                    | <b>Proposed Date</b>     |
|------------------------------------------------------------------------------|--------------------------|
| Letter of interest and Request for Proposals mailed to prospective proposers | <b>February 20, 2018</b> |
| Inquiry Deadline                                                             | <b>March 19, 2018</b>    |
| Pre-Bidders Meeting (mandatory)                                              | <b>March 22, 2018</b>    |
| RFP Submission Deadline                                                      | <b>April 9, 2018</b>     |
| Presentations/Demonstrations (mandatory)                                     | <b>April 26, 2018</b>    |
| RFP Selection and Notification                                               | <b>May 17, 2018</b>      |
| County Board of Supervisors Approval of Recommendation(s)                    | <b>June 19, 2018</b>     |
| Approximate Contract Start Date                                              | <b>July 1, 2018</b>      |

## **VII. SELECTION PROCESS**

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.
  2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
  3. Vendors may be required to make an oral presentation and interview before final selection is made.
  4. The County may evaluate any information from any source it deems relevant to the evaluation.
  5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

## **VIII. SELECTION CRITERIA**

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.

C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.

D. Proposal Review and Evaluation Process

1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
  - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
  - b. Experience of Vendor in providing services and quality of work.
  - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
  - d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
  - e. All criteria identified in Attachment F, Proposal Evaluation Form.

## **IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.



- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

G. Open Procurement

- 1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
- 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
- 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
- 4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

- 1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:

- a. Those contracts which State Law or, other law or regulation precludes this local preference.
  - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

## **X. BACKGROUND INFORMATION**

The Mendocino County jail has an ADP (Average Daily Population) of 305 inmates at any given time. Inmates place commissary orders once a week through a kiosk system and the order goes directly to the contractor. The contractor then fills the order and delivers it to the inmate. The contractor provides an itemized invoice to the County and the County pays the invoice. Contractor pays commission checks to the County based on net sales, gross sales less applicable sales tax included in the selling price on the order. No commission will be paid on stamps or any items sold at cost.

Contractor also provides an on-line based system for inmate family and friends to purchase commissary items for inmates. Contractor provides all employees, software, equipment and training for the commissary system, including but not limited to commissary management system, 8 inmate kiosks, 1 mobile kiosk, on-line ordering services, on-line deposit, inmate mail, inmate grievances, vending debit cards, vending machines, release debit cards and commissary delivery of orders to inmates. See Scope of Work for full details.

## **XI. SCOPE OF WORK**

The scope of work for the project includes:

### **A. Inmate Commissary Services:**

1. Overview of the commissary process:
  - i. Inmate will order at the kiosks a minimum of one time a week and transmit the order directly to CONTRACTOR.
  - ii. The CONTRACTOR will fill the order and deliver it directly to the inmate.
  - iii. The CONTRACTOR will then send a weekly itemized invoice to the COUNTY.

- iv. The COUNTY will pay the invoice.
  - v. The CONTRACTOR will send the commission check to the COUNTY.
2. CONTRACTOR will be responsible for all facets of the commissary system to include but not limited to:
- i. Purchasing.
  - ii. Receiving.
  - iii. Storage of all commissary products offered.
  - iv. Supply methods necessary for inmate ordering, includes keeping the order menu up to date.
  - v. Packaging and delivery of individual commissary orders, includes a copy of the receipt of items ordered with the delivery of each order.
3. Provide a detailed plan for items in 2.i-v. Include a plan for inmate family and friends to purchase commissary items via on-line.
4. After contract award, the successful bidder will provide:
- i. Software, initial installation and all subsequent updates. This includes necessary on-site training for COUNTY Jail and Fiscal staff.
  - ii. Equipment installation, maintenance and necessary on-site training for COUNTY Jail and Fiscal staff.
  - iii. Ordering.
  - iv. Order filling.
  - v. Delivery of orders.
  - vi. Management of the program.
  - vii. Automated solutions to include but not limited to:
    - a. Commissary Management System
    - b. Inmate kiosks
    - c. 1 mobile kiosk
    - d. On-line services ordering system
    - e. On-line deposit
    - f. Inmate mail

- g. Inmate grievances
  - h. Vending debit cards
  - i. Delivery of commissary orders directly to the inmate
  - j. Vending machines, stocking and maintenance
  - k. Release of inmate funds via release debit cards
- viii. Explain how you will provide and maintain all computer hardware and software to run the commissary program. In addition, how you will maintain and update software as necessary. Use of open architecture and latest version of Windows based operating system is necessary. CONTRACTOR shall be responsible for on-line connectivity and cost. Any necessary training to COUNTY Jail and Fiscal staff will be done on-site by the CONTRACTOR.
- ix. Provide a plan for all maintenance to the hardware and software systems. Response and repairs will be required to be within 24-hours of COUNTY notification to CONTRACTOR for any system failure.
- x. Provide a plan for collaborating in the development of electronic interfaces with Jail Management System (JMS) and the Inmate Phone System; to include an option on the kiosk for inmates to communicate with the phone provider.
- xi. Provide a plan to supply and maintain three vending machines operated by debit cards in minimum-security housing units.
- xii. Provide a plan for food inspections for wholesomeness and dated for freshness and how stale dated items will be handled. The plan must meet all Federal, State and County requirements for providing assurance that all items are fresh and within their shelf life.
- xiii. All software installed by CONTRACTOR pursuant to an agreement, is and shall remain the property of the CONTRACTOR with title and all rights vested in CONTRACTOR. COUNTY shall have no property interest in said software and technology. Updates to software will be at the CONTRACTOR's expense.
- xiv. All kiosks will be provided to the COUNTY at no charge. COUNTY is responsible for all wiring needed for kiosk installation. All hardware installed by CONTRACTOR shall remain the property of CONTRACTOR.
- xv. CONTRACTOR will fund the initial and ongoing costs of the AEGIS New World Systems (Tyler Technology Inc.) standard software license fee, interface and associated fees to keep the system running. This includes the AEGIS to Commissary software interface and the Legacy software interface for phone cards.



xvi. A list of all people within the company who will be doing the services outlined in 4.i-xv. Each person will have to pass a COUNTY background check prior to providing any services to the COUNTY.

5. Debit and Vending Cards.
6. Provide a transition plan and include a roll-out schedule.

B. Reports

1. Provide a plan for delivering a complete audit trail of all transactions on a monthly basis to COUNTY and provide COUNTY access to run custom reports as needed.
2. Provide a plan for reports on all transactions and revenue share on a monthly basis or by on-line access.
3. Provide a card-load summary report.

C. Deposit Banking System:

1. Provide a plan for a system of accepting cash, debit cards or credit cards for the purpose of inmate trust fund deposits through a deposit kiosk and deposit website and phone service for remote deposits.
2. Provide a plan for all hardware, software and three deposit banking kiosks (Public lobby, arrestee reception and booking room).
3. Provide a plan for on-site training for the deposit system for all Sheriff's Office jail and fiscal staff.
4. Provide a plan for the maintenance of the kiosks. Response and repairs will be required to be within 24-hours of COUNTY notification to CONTRACTOR for any system failure.
5. Provide a plan for the secured collection, transportation and deposit of funds from the Deposit System.
6. Provide a plan to maintain a method of replenishing debit cards

D. CONTRACTOR will provide the names of subcontractors to the COUNTY:

1. Software and hardware solutions for the corrections finance system.
2. Debit card solution for releasing funds when inmates are released from custody.
3. Secure transportation of funds collected from COUNTY to the bank.

E. COUNTY shall provide or be responsible for the following:

1. Continue to provide power and data lines.

F. Payment Terms

1. Inmate Commissary Services:

- i. CONTRACTOR will provide their rate of commission and percent of net sales to be paid to the COUNTY Inmate Welfare Fund on a weekly basis. Net sales are gross sales less applicable sales tax included in the selling price. The commission will be paid on inmate commissary orders, on-line based orders and vending machine sales. No commission will be paid on stamps or any items sold at cost
- ii. CONTRACTOR will invoice the COUNTY on a weekly basis based on the total cost for all commissary orders, vending sales and online orders. Balance due will be the amount owed to the CONTRACTOR. COUNTY will make payments on a weekly basis from the account maintained by COUNTY containing funds deposited by inmates.
- iii. CONTRACTOR will be responsible for paying all Federal, State and local taxes associated with the operation of the inmate commissary services.

G. Deposit Banking System:

1. Provide a standard fee structure in a table for on-line, phone, credit at kiosks and cash at kiosks.
2. Provide a plan for management of funds and a flow chart for the deposit program. Give a detailed outline that includes:
  - i. All kiosks.
  - ii. Amount of time it takes to move funds into the inmates account.
  - iii. Kiosk cash pick up schedule.
  - iv. Weekly ACH batch reports.
  - v. Inmate Debit release from custody card system.
  - vi. Card load summary report.

**XII. PROPOSAL FORMAT AND CONTENT**

**Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:**

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

**XIII. FORMAT OF COST PROPOSAL**

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

**XIV. CONTRACT**

A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay



must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

#### E. Contract Term

The term of the AGREEMENT(s) will be for a period of three (3) year(s) with the option to extend the AGREEMENT(s) up to two (2) additional one-year periods.

#### F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

### **XVI. REJECTION OF PROPOSALS**

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

### **XVII. GENERAL CONDITIONS**

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

**XVIII. LIST OF ATTACHMENTS**

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)  
Attachment B – Proposal Checklist/Table of Contents  
Attachment C – Exceptions to RFP  
Attachment D – Letters of Reference  
Attachment E – Certificate of Non-collusion  
Attachment F – Proposal Evaluation Form  
Attachment G – Sample Mendocino County Contract

**ATTACHMENT A  
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

County of Mendocino  
Mendocino County Sheriff's Office



RFP No. SO-2018-001  
Commissary & Banking System Services

|                                 |                          |
|---------------------------------|--------------------------|
| <b>RFP No.</b>                  | <b>SO-2018-001</b>       |
| <b>RFP Issue Date:</b>          | <b>February 20, 2018</b> |
| <b>RFP Submission Deadline:</b> | <b>April 9, 2018</b>     |

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No.SO-2018-001", and delivered by 3:00 p.m. April 9, 2018 to: Mendocino County **Sheriff's Office**, Attn: **Dora Briley, 951 Low Gap Rd., Ukiah, CA 95482.**

**Questions regarding this RFP should be directed to:**

- Procedural inquiries: Dora Briley  
951 Low Gap Rd.  
Ukiah, Ca. 95482  
(707) 463-4408  
Mcso-contracts@mendocinocounty.org
- Technical inquiries: Lieutenant Spears  
951 Low Gap Rd.  
Ukiah, Ca. 95482  
(707) 234-2131  
Mcso-contracts@mendocinocounty.org

**This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.**

**Vendor Authorized Representative**

|                     |       |        |       |
|---------------------|-------|--------|-------|
| Company Name:       | _____ | Date:  | _____ |
| Representative:     | _____ |        |       |
| Title:              | _____ |        |       |
| Phone:              | _____ |        |       |
| Address:            | _____ | Fax:   | _____ |
| Federal Tax ID No.: | _____ | Email: | _____ |

**RFP Contact Information (if different then above)**

|                 |       |        |       |
|-----------------|-------|--------|-------|
| Contact Person: | _____ |        |       |
| Title:          | _____ |        |       |
| Phone:          | _____ | Fax:   | _____ |
| Address:        | _____ | Email: | _____ |

**Certifications:**

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?  
☐ YES   ☐ NO
2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?  
☐ YES   ☐ NO
3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.  
☐ YES   ☐ NO
4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?  
☐ YES   ☐ NO
5. Do you agree that the proposal amount includes all costs incident to the proposed contract?  
☐ YES   ☐ NO
6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?  
☐ YES   ☐ NO
7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract ?  
☐ YES   ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: \_\_\_\_\_  
(Printed name)  
Signature: \_\_\_\_\_

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



**ATTACHMENT B**  
**PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

| <b>Proposal Check List/Table of Contents</b>                                                    | <b>Page No.</b> |
|-------------------------------------------------------------------------------------------------|-----------------|
| Signature Page, signed by authorized representative (RFP Attachment A)                          |                 |
| Proposal Check List/Table of Contents (RFP Attachment B)                                        |                 |
| Executive Summary                                                                               |                 |
| Scope of Services<br>(in relation to providing services described in Section XI, Scope of Work) |                 |
| Company Background and Experience (including staff resumes)                                     |                 |
| Proposal Cost Plan and Narrative                                                                |                 |
| Exceptions to the RFP (RFP Attachment C)                                                        |                 |
| Letters of Reference (minimum of two (2)) (RFP Attachment D)                                    |                 |
| Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)            |                 |
| Insurance Coverage (Certificate of Insurance)                                                   |                 |
|                                                                                                 |                 |
|                                                                                                 |                 |
|                                                                                                 |                 |
|                                                                                                 |                 |
|                                                                                                 |                 |
|                                                                                                 |                 |

## ATTACHMENT C EXCEPTIONS TO RFP

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

[illegible]

Authorized Representative: \_\_\_\_\_

(Printed name)

Signature: \_\_\_\_\_

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

**ATTACHMENT D  
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

| <b>Agency</b> | <b>Contact<br/>Name/Address</b> | <b>Phone No.</b> | <b>Dates Services<br/>Provided<br/>(From/Through)</b> |
|---------------|---------------------------------|------------------|-------------------------------------------------------|
|               |                                 |                  |                                                       |
|               |                                 |                  |                                                       |
|               |                                 |                  |                                                       |
|               |                                 |                  |                                                       |
|               |                                 |                  |                                                       |

**ATTACHMENT E  
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_, 2018  
Date



**ATTACHMENT F**  
**COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM**  
**RFP No. SO-2018-001**  
**Inmate Commissary Services and Smart Deposit Banking System Services for**  
**Mendocino County Jail**

Vendor Name: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

|    |                          |           |  |
|----|--------------------------|-----------|--|
| A. | Completeness of Response | Pass/Fail |  |
| B. | Financial Stability      | Pass/Fail |  |
| C. | Technical Criteria       | Pass/Fail |  |

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the Executive Office.

|    |                                  | Weight    | *Rating Scale | Points Total |
|----|----------------------------------|-----------|---------------|--------------|
| D. | Cost                             | 15 points |               |              |
| E. | Implementation Plan and Schedule | 35 points |               |              |
| F. | Relevant Experience              | 25 points |               |              |
| G. | References                       | 10 points |               |              |
| H. | Overall Proposal                 | 15 points |               |              |

|                                |  |  |
|--------------------------------|--|--|
| Evaluation Total (Maximum 500) |  |  |
|--------------------------------|--|--|

Comments:

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**Scoring: (To be performed by the Executive Office/Purchasing Agent)**

Weight        X        \*Rating (per Scale)    =        Points Total

\*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

**ATTACHMENT G – SAMPLE MENDOCINO COUNTY CONTRACT****COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and \_\_\_\_\_, 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 [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit “A”, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

|            |                                                                                |
|------------|--------------------------------------------------------------------------------|
| Exhibit A  | Definition of Services                                                         |
| Exhibit B  | Payment Terms                                                                  |
| Exhibit C  | Insurance Requirements                                                         |
| Exhibit D  | Mendocino County ePayables Information                                         |
| Appendix A | Certification Regarding Debarment, Suspension and Other Responsibility Matters |

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through \_\_\_\_\_, 2018.

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

SHERIFF \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☐ Yes ☐ No

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

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

Grant: ☐ Yes ☐ No

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

## COUNTY OF MENDOCINO

By: \_\_\_\_\_  
DAN HAMBURG, Chair  
BOARD OF SUPERVISORS

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

## ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
DeputyI 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: \_\_\_\_\_

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

## NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PH: \_\_\_\_\_

EM: \_\_\_\_\_

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

## COUNTY COUNSEL REVIEW:

## APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County CounselBy: \_\_\_\_\_  
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 Pursuant to MCC Section: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to

CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, 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 CONTRACTOR'S and 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.
- 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  
MCSO  
951 Low Gap Rd.  
Ukiah, CA 95482  
Attn: Fiscal

To CONTRACTOR: [Name of Contractor]  
[Number and Street]  
[City, State, Zip Code]  
ATTN:

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 and display the same in a location that is reasonably conspicuous, as well as 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 services in Exhibit A shall not exceed \$[Contract Amount] 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.

/////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////

**EXHIBIT A**

**DEFINITION OF SERVICES**

A. CONTRACTOR shall provide the following services:

////////////////////////////////////[END OF DEFINITION OF SERVICES]////////////////////////////////////



**EXHIBIT B**

**PAYMENT TERMS**

A. COUNTY shall pay CONTRACTOR per the following instructions:

1.

2. CONTRACTOR will submit invoices addressed to:

Mendocino County  
Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal

3. Payments under this agreement shall not exceed (\$ ) 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 furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- 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.

////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////

**EXHIBIT D****MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

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 offence 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.

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(Type Name)

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(Organization Name)

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(Title)

---

(Organization Address)

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(Signature)

---

(Date)



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4X)**

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**To: Board of Supervisors**

**From: Sheriff-Coroner**

**Meeting Date:** September 14, 2021

**Department Contact:** Matthew Kendall

**Phone:** 463-4085

**Department Contact:** My Lan Do Nguyen

**Phone:** 463-4408

**Item Type:** Consent Agenda

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

**Agenda Title:**

Ratification of Submission of Grant Application for the 2021-22 Domestic Cannabis Eradication Suppression Program (DCESP) Funding from the United States Department of Justice (DOJ) Drug Enforcement Agency (DEA) for the Period of October 1, 2021 through September 30, 2022

**Recommended Action/Motion:**

Ratify submission of grant application for the 2021-22 Domestic Cannabis Eradication Suppression Program funding from the U.S. DOJ DEA for the period of October 1, 2021 through September 30, 2022.

**Previous Board/Board Committee Actions:**

August 18, 2020, Ratification of Submission of 2020-21 Application for Domestic Cannabis Eradication Suppression Program (DCESP) Funding, Item No. 4(ae).

**Summary of Request:**

On July 15, 2021, the application for the 2021-22 DCESP funding was released with a due date of August 13, 2021. The County of Mendocino Marijuana Enforcement Team (COMMET) assists the DEA with locating and eradicating illicit cannabis plants on Federal land. The DCESP grant funds are used to defray the costs of those operations. The grant award will fund overtime costs, training, travel, equipment, and other expenses related to DCESP. The exact funding amount will be determined in the application process. The DEA will notify applicants at a later date. Once they announce Mendocino County's award, a request to approve acceptance of the funding will be brought to the Board of Supervisors.

On August 10, 2021, a letter requesting approval to submit the application was sent to the CEO as per County Policy 25, Section One, Number 4 to seek approval with follow up to the Board of Supervisors at their next available meeting.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** N/A

**Supervisory District:** All



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**Item #: 4X)**

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**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** U.S. Department of Justice

**current f/y cost:** Grant amount 2020-21 is \$210,000

**annual recurring cost:** Unknown

**budget clarification:** N/A

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** Yes

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

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**CEO Liaison:** Cherie Johnson, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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

**Date:** September 15, 2021

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



**MATTHEW KENDALL**  
Sheriff-Coroner



**Undersheriff Darren Brewster**

**Captain Gregory L. Van Patten**  
*Field Services*  
**Captain Tim Pearce**  
*Corrections*

## **County of Mendocino Office Of The Sheriff-Coroner**

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August 10, 2021

Carmel Angelo, CEO  
Mendocino County

Dear Carmel,

The U.S. Department of Justice (DOJ), Drug Enforcement Administration (DEA) requires a signed application to seek funds for Domestic Cannabis Eradication Suppression Program (DCESP) each year. Last year the Sheriff's Office received a total of \$210,000 for the program.

We recently received our DCESP application for the 2021/22 Fiscal Year. The filing deadline is August 13, 2021. Exact award information will not be available until later in the year, the application puts us in running for an award.


We do not have time to complete the application and put it before the Board of Supervisors prior to the deadline date for filing. Under County Policy #25, Section One, Number 4, if there is a time restriction that limits the department from going to the Board, the CEO may approve signing as long as the Department takes the item to the Board at their next available meeting.

I am requesting your approval for my signature on this document so we may submit it and meet the deadline and maintain the funding for this service.

I appreciate your consideration.

Respectfully,

  
Matthew Kendall  
Sheriff

  
8.24.21

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951 Low Gap Road  
Ukiah, California 95482-3734

707-463-4411  
Fax 707-468-3404

Fiscal Year

2022

## Annual Strategic Plan

State/Local Agency Name: California, Mendocino County Sheriff's Office Marijuana Enforcement Team

### I. Domestic Cannabis Intelligence Overview:

**A. Self Assessment** - Summary of the previous year's activities and if the agency met last year's Annual Strategic Plan goals (include general statistical and expense results). Explain any reasons for a significant rise or drop of eradication statistics from the previous season.

In October 2020, Det. Johnston was removed from the unit and reassigned to the general investigations bureau. This position was vacant and not filled by another Marijuana Detective until March of 2020, when Det. Del Fiorentino was assigned to the marijuana unit. The new assignment required new training in operations and procedures. In past years contract employee, Rusty Noe was retained to train and monitor the unit as well as assist with overflights and planning. This function has since been fulfilled by Sgt. Wyant, the supervisor for the Mendocino County Sheriff's Office Marijuana Enforcement Team.

To date, part time deputies are still used to assist the unit deputy with eradication and investigations during the season when available, along with assistance from the Mendocino Major Crimes Task Force, California Department of Fish and Wildlife, Homeland Security Investigations (HSI), as well as the Campaign Against Marijuana Planting (CAMP), DEA and the Sheriff's Detective Unit.

The marijuana cultivation operations in Mendocino County are constantly changing. In the past, a majority of the marijuana grown in this county were in remote gardens grown on the timber-lands and public lands. This year during over-flights, it was discovered there were only a few, very small marijuana gardens planted on these remote isolated lands.

Intelligence is, due to the increased efforts in the eradication of cultivators who are non-permitted/legally licensed. The cultivators are slowly moving back to the (gorilla style grows) located on lands in trespass situations. Some of these operations are on private properties, where they were never granted permission to cultivate marijuana. That being said, the majority of marijuana is now found on private lands and within plastic style hoop houses in plain view. The legalization and outlook on marijuana as a whole, has caused marijuana industry to boom, where it is found being grown in populated neighborhoods.

The legalization of marijuana and the ability to grow copious amounts of marijuana under "permits", has resulted in the overwhelming increase of marijuana being grown in back-yards and on parcels without the effort to obtain permits. The County of Mendocino has systems in place, where for a fee, a cultivator can obtain a county permit to cultivate on their own property. After obtaining a county permit, to make this operation legal, that same cultivator must then obtain a permit via the State of California. The county currently has approximately 160 permits issued, with another 969 applicants in the process. However; conducting overflights of the county of Mendocino, there are literally thousands of cultivation sites both small and large.

This results in marijuana cultivation investigations that are far more involved than the



trespass eradications of the past. The major cultivation organizations are buying or renting properties county wide and setting up grows under permits in different names. This allows them to cultivate like the old trespass operations limiting the risk of eradication based on the large numbers. This has caused the marijuana team to change the day to day operations and investigations.

Winter 2020 and spring 2021 provided time for the marijuana team to process evidence as well as refresh ongoing investigations. The marijuana unit slowed down for a lack of better terms, as the unit faced staffing challenges. This was a result of Det. Johnston being relocated, where his position was not filled for five (5) months.

The unit was then, for all intensive purpose, shut down due to the shelter in place caused by COVID-19. Field investigations were vetted on a case by case basis, with the safety/ concerns of the Covid-19 pandemic. Beings the marijuana unit was now operating with only one Sergeant and a reserve deputy-sheriff, the halt in major operations were beyond the units control, therefore funding that was allocated for certain operations were not able to be spent.

This included less expenditures in mainly aircraft costs as well as, overtime.

It is the goal of the Sheriff to continue recruiting/hiring, which would then allow personnel to be absorbed to conduct marijuana operations.

During this time, intelligence was continued to be gathered on the Cartel type operations found within Mendocino County, found to be re-establishing themselves on Tribal Lands in the area of Covelo, on the Round Valley reservations.

While furthering the intelligence gathering, it revealed the cartel members are still paying the Native American landholders large amounts of cash to use the land for marijuana cultivation sited numbering thousands of marijuana plants.

During this fiscal year, there have been several shootings within these marijuana operations. This resulted in three homicide investigations and three separate attempted homicide investigations. It has been proven, the marijuana cultivation environment has drastically changed and the violence is rising.

Further investigation and raids have revealed the same groups are responsible for multiple sites on Round Valley. Overflights conducted revealed large marijuana operations consisting of hoop houses,(makeshift greenhouse structures) all built in the same manner. The unit has requested assistance from HSI and the Customs Border Protection as well as the DEA and US Attorneys Office in this multi-agency investigation.

The unit is working with the Mendocino County Code Enforcement, as well as California Fish and Wildlife wardens to develop a process to combat un-permitted cultivation sites in the county. These sites require in all circumstance search warrants and sometimes extended investigations.

The marijuana team detective also works with the detective in charge of the "Sexual Assault Grant", to identify sexual registrants who are cultivating marijuana in violation of California state law. These particular cases change the standard cultivation charge, which is charged as a misdemeanor, to a felony.

During the spring and summer of 2021, aerial observation resulted in the identification of a few trespass cultivation sites on both U.S. Forest Service land and corporate timberlands. (Mendocino Redwood Company and Conservation Fund property) These sites were eradicated with the assistance of CAMP, Fish and Wildlife personnel. This

resulted in the seizure of several thousand marijuana plants.

Since these raids, at least 3 more sites have been identified but not eradicated to date. This increase can be attributed to the increased pressure placed on the non-permitted sites on private property.

At the present time, both law enforcement officials in the unit have not been able to attend the appropriate training required by California law to seize money during the course of their investigations. This has caused several thousands of dollars to have to be turned over to the Mendocino Major Crimes Task Force for seizure.

Due to the overall size of some of these cultivation sites, the Mendocino County Sheriffs Office has seen an increase of armed subjects and overall persons at these locations.

The unit has also seen a significant increase in the seizure of processed [bud] marijuana during this period.

PLANTS 143,000

SITES 100 to date

FIREARMS 39

EST WEIGHT 175,000 pounds

ARRESTS 136

PROCESSED MARIJUANA 41,989 pounds

ASSETS SIEZED \$0.00

In years past, former contract employee Rusty Noe would facilitate an overflight school, which brought in several different agencies. This training would be held in Ukiah CA, and would cause a decent portion of the budget to be dedicated to this. This training was not held this year due to department staffing issues, as well as some restrictions still in affect by the Covid-19 guidelines.

**B. Current Projections - Degree of problem in your Area of Responsibility (AOR), general geographical locations of major cultivation (regions/counties/towns/sub-divisions/parks), identity/ association of violators (individuals and organizations), and level of sophistication (e.g., booby-traps/ alarms, etc.)**

Located approximately one hundred and twenty miles north of San Francisco, Mendocino County lies in the heart of the redwood empire. It is surrounded by Sonoma County to the south with Lake County to the east. Humboldt County is to the north, Trinity County to the northeast, Tehama and Glenn County border on the east. With approximately thirty-five hundred square miles, Mendocino County is one of the largest counties in the state. The property is a mix of rural areas including large tracts of corporate timberlands. The Mendocino National Forest and the Jackson State Forest make up a large portion of public land along with the Bureau of Land Management properties.

The majority of the population of the county is surrounding the incorporated cities of Ukiah, Willits and Fort Bragg. There are several smaller towns consisting of Mendocino, Gualala, Elk, Anchor Bay, Albion, Caspar, and West Port as well as the small incorporated city of Point Arena on the coast. Inland is home to the unincorporated towns of Hopland, Redwood Valley, Calpella, Potter Valley, Boonville, Covelo, Leggett, Piercy and Laytonville. The overall population of the county is approximately 87,840 people. Historically, agriculture and tourism were the two



primary sources of income to the county. That has changed with marijuana being one of the biggest employers now in the county.

The Rural nature of Mendocino County, along with the large tracts of corporate forest lands and remote public lands, along with ideal soil conditions and a long history of acceptance of marijuana cultivation by a large percentage of the population here, makes this county prime for marijuana cultivation.

The public access to the different types of land holdings makes it very easy for cultivators to infiltrate these areas and plant marijuana in large quantities. Since the 1980s when the DEA and the California Department of Justice along with the local law enforcement started addressing the marijuana cultivation problem, Mendocino County has seen a significant increase in the amount of plants grown both indoor and outdoor, while the overall law enforcement budget has decreased.

Historically, it was not uncommon to find several hundred marijuana plants at a location, which was considered large. Now, our marijuana enforcement team is eradicating locations that have in excess of twenty-thousand plants.

The legality of marijuana under current California law, places a strain on the ability to enforce marijuana laws due to the amount of investigative work needed to be conducted and the high caseloads of both the Sheriff's Office and the District Attorney's Office.

The makeup of the cultivation situation has changed with the state legalization of marijuana for recreational use. The County of Mendocino is working with the state on a permit process to allow marijuana cultivation. Illegal un-permitted cultivators are clearing large areas to grow marijuana without the proper grading permits. They are drawing large amounts of water from streams and using pesticides that leach into the water and soil. The marijuana team must identify the violator then identify their permit status before investigative action can be taken.

The marijuana team uses a formula to prioritize investigations. Reported acts of violence associated with marijuana cultivation are assigned the highest priority. The obvious environmental violations are first priority and in most cases, these are not in the county permit process. Next are the trespass cultivation sites that are identified by overflight or informant information. A priority is given to trespass grows on U.S. forest lands, BLM lands as well as the corporate timberlands. In 2018 a large decrease was seen on these lands however 2021 has shown a marked increase trespass sites on timber lands as well as private properties, resulting in the large plant seizures.

The program still provides the funds needed for a special investigative unit like the marijuana team. The marijuana team lessens the burden on the Sheriff's Office by continuing the investigation and eradication of illegal marijuana gardens and violent crime related to marijuana cultivation.

Violent crime has been a factor in the unit's investigations. Working with the Sheriff's Detective Unit, there have been several violent incidents, all at marijuana cultivation sites. In the past three months alone, there have been three homicides as well as three other attempted homicides.

Due to the decrease in county funding, the Sheriff has been unable to provide another deputy to increase the manpower in the unit. Currently there is a Sergeant [supervisor], one deputy sheriff and a reserve extra help deputy. If approved, the program will ask for funds to pay the reserve for six months during the marijuana

cultivation season. This would allow more flexibility to get a full-time deputy assigned to assist the program.

**C. Percentage of Enforcement Spent On:**

Public Lands vs. Private Lands

Outdoor Cultivation vs. Indoor Grows

Public Lands

5%

Private Lands

95%

Indoor Grows

10%

Outdoor Cultivation

90%

**II. State / Local Eradication Suppression Program:**

**A. Agency Point of Contact (POC):**

Name:

Clint Wyant

Title:

Sheriff's Sergeant/Marijuana Enforcement Team Super

Telephone No:

707-463-4556

Email Address:

wyantc@mendocinocounty.org

Address Line 1:

951 Low Gap Road

Agency ORI Number:

CA0230000

City:

Ukiah

State:

California

Zip Code-Plus Four:

95482

**1. Resources available from your agency: aircraft, manpower, funding, etc.**

4x4 vehicles, dump truck, two industrial chippers, a rented skid steer, all-terrain vehicles, 2 full time personnel (Sheriff's Sergeant, Deputy Sheriff), 1 paid reserve Deputy Sheriff (used as needed during raid season), Agents from the Mendocino Major Crimes Task Force and various deputy sheriffs from the patrol division used during peak raid season.

The sheriff's office was just gifted a 2021 Ford F-250 truck from the Howard Buffett Foundation, which will be solely dedicated to the marijuana enforcement team.

**2. Methods your agency uses for eradication program: air search, informants, public awareness, intelligence, prosecutions, asset removals, etc.**

The team uses fixed and rotary wing aircraft for overflights to identify cultivation sites both trespass and investigations. These are provided from The National Guard and other assets as well as rented contract aircraft. Informant information as well as information from other law enforcement agencies. The team uses the Department of Fish and Wildlife to identify environmental violations as well as identify water diversion and illegal grading impacting streams. Cal Fire identifies illegal tree removal and timber harvest.

The Mendocino County District Attorney provides legal advice as well as case review and ultimately prosecution. The Mendocino County District Attorney also provides an



investigator for asset removal and forfeiture.

The marijuana enforcement team works with the county code enforcement to identify code enforcement problems related to marijuana cultivation and the permit program. Code enforcement has recently adopted a program where violations/fines are now being issued. Major case investigations are in progress with requested assistance from Federal Agencies, DEA, HSI, FBI and the ATF, as well as the Internal Revenue Service. The Covelo cartel case is still developing and the unit will request assistance from these agencies as the case progresses. The case information will be presented to the US attorney as the case progresses. Separate cases have been referred to the federal entities, which have resulted in the suspects in those investigations being formally charged on a federal level, that resulted in federal prison sentences.

Upon request, the marijuana team will provide public awareness information. Any training requests will also be fulfilled if possible. Sergeant Wyant now authors press releases to the public at the conclusion of targeted eradication operations.

**B. Who is your agency POC for the DEA Internet Capability Endeavor (DICE):<sup>1</sup>**

|                 |                                                    |
|-----------------|----------------------------------------------------|
| Name:           | Clint Wyant                                        |
| Title:          | Sheriff's Sergeant Mendocino County Marijuana Team |
| Telephone No:   | 707-463-4556                                       |
| Email Address:  | wyanc@mendocinocounty.org                          |
| Address Line 1: | 951 Low Gap Road                                   |
| Address Line 2: |                                                    |
| City:           | Ukiah                                              |
| State:          | CA                                                 |
| Zip Code:       | 95482                                              |

**Summarize how your agency will, with its own law enforcement personnel and employees, perform the activities and duties described below:**

1. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of cannabis.
2. Investigate and report instances involving the trafficking in controlled substances.
3. Provide law enforcement personnel for the eradication of illicit cannabis located within AOR.
4. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
5. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
6. Submit to DEA quarterly expenditure reports.

1. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of cannabis.

Information developed by the team is shared by any agency requesting the information. The team will work with WSIN and other intelligence gathering agencies upon re-quest Information is shared as soon as possible. During the marijuana season information and requests come from agencies all over the United States inquiring about marijuana cultivator and dealers with ties to Mendocino County. Outside agencies often intercept large quantities of marijuana, that has been identified as coming from Mendocino County. These cases often result in shared information into the sales and distribution of marijuana diverted from California. This information is shared with any State and Federal LEO that request it.

2. Investigate and report instances involving the trafficking in controlled substances.

Priority investigations have been identified as obvious commercial marijuana cultivators outside the local permitting process, major marijuana traffickers, trespass marijuana cultivators on both public and private property, as well as those involved in water diversions and serious environmental damage cases. Public safety shall be the determining factor when cases are assigned and investigated as well as the scope and size of the marijuana operation. Requests

to assist other agencies will be the second priority providing assistance with both investigation and prosecution of commercial marijuana cultivators and major marijuana traffickers. The program will rely on help from the federal and state agencies of that area available such as DEA and CAMP along with HSI and Customs and Border Protection. The program works with other agencies, local, state and federal with any investigation into the cultivation and trafficking of marijuana. DEA, BLM, USFS and Department of Fish and Wildlife are a large part of the program. In addition to this activity, the program staff assists other agencies as a liaison with the District Attorney's Office. Based on the marijuana problems with cartel operations in parts of the county the program is developing a working relationship with the US Attorney's Office for federal prosecutions of major cases. The program is dependent upon information provided by citizens and other agencies. This can be a result of information provided to the program or to other agencies that relay the information to the program.



3. Provide law enforcement personnel for the eradication of illicit cannabis located within AOR.

The Marijuana Team consists of Sheriff's Sergeant Clint Wyant and Deputy Sheriff-Detective Timothy Del Fiorentino . From 2012 through 2017 the unit has been assigned a paid Reserve Deputy, Morgan Gibson who assisted during the raid season as needed. Sergeant Wyant reports to the Lieutenant in charge of the Investigative Service Bureau, who then reports to the Captain of the Field Services Division, who then reports to the Undersheriff who reports to the Sheriff.

Sergeant Wyant manages the program by conducting the daily operation including ordering supplies and maintaining the equipment. Both Sergeant Wyant and Det. Del Fiorentino conduct investigations into the cultivation and trafficking of marijuana in Mendocino County. They conduct aerial overflights to detect marijuana sites, eradicate marijuana, arrest persons responsible for marijuana related crimes, prepare and serve search warrants, prepare reports to be submitted to the District Attorney for prosecution, coordinate and assists local, state and federal agencies with investigations in the county into marijuana related crimes, facilitate training for law enforcement, public and private agencies in the identification and safety issues relating to marijuana investigations.

During peak raid times other personnel can be pulled from other divisions within the Sheriff's Office and from other county, state and federal law enforcement agencies to support the Mendocino County Marijuana Enforcement Team. This is a case by case basis, as staffing issues have been a challenge for the Mendocino County Sheriff's Office.

Det. Del Fiorentino is responsible for maintaining files and is responsible for maintaining evidence storage and evidence taken as a result of the program activities. He also assists with the training of officers from other agencies and with the coordination of agencies involved in cases within the county.

The paid Reserve Deputy-Sheriff [Morgan Gibson], assists with the eradication of marijuana, the processing of evidence, maintenance of equipment and other duties as needed during the summer raid season. It is requested that a portion of his cost be included in the DCESP budget to allow more flexibility for the Sheriff to fund another full time deputy to the program.

4. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.

The marijuana team will conduct arrests on subjects located in marijuana cultivation sites and/or those identified as suspects through investigations and submit the investigations to the District Attorney's Office. Suspects who are identified but not arrested will have their



cases forwarded to the District Attorney Office, who will determine if there is sufficient evidence to file charges on the suspects. The District Attorney will provide information and advice to the LE component of new case law or other prosecution information when needed. The team will work with the United States Attorney's Office to coordinate federal prosecution when warranted. The Marijuana Team Unit Sergeant [Wyant] will act as a liaison with other agencies.

5. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

The assigned Marijuana Team Deputy Sheriff - Detective, will be responsible for the submission of the requested samples. Following the NIDA guidelines the Deputy will submit samples from representative types of cultivation encountered during the program investigations. These samples will include outdoor samples from both purported medical gardens to public lands trespass cultivation sites. The samples will include indoor marijuana cultivation samples.

6. Submit to DEA quarterly expenditure reports.

All expenditure reports are processed through the accounting office. Reports are sent in a timely manner as soon as invoices are obtained.

**C. Requirements for DEA Funding:** denote amount of funding for each category requested by your agency to accomplish program goals.

*Note: Final allocated funds will be determined by DEA/HQS and is based on the agency's abilities, effectiveness, and program objectives. All expenditures for equipment and supplies/materials will require prior approval by DEA Coordinator or Headquarters depending whether cost exceeds \$2500.*

|    | <i>Operational Funds</i>           |    | <i>Amount</i> |
|----|------------------------------------|----|---------------|
| a. | Aircraft Expenses                  | \$ | \$50,000.00   |
| b. | Clothing & Protective Gear         | \$ | \$7,600.00    |
| c. | Container/Space Rental             | \$ | \$44,400.00   |
| d. | Equipment <sup>2</sup>             | \$ | \$56,000.00   |
| e. | Miscellaneous Commercial Contracts | \$ | \$15,000.00   |
| f. | Overtime                           | \$ | \$40,000.00   |
| g. | Supplies/Materials <sup>2</sup>    | \$ | \$2,000.00    |
| h. | Training                           | \$ | \$5,000.00    |
| i. | Travel/Per Diem                    | \$ | \$9,000.00    |
| j. | Vehicle Rental                     | \$ | \$1,000.00    |
|    |                                    |    |               |
|    | <b>Total:</b>                      | \$ | \$230,000.00  |

**D. Audits:** Grantees and sub-grantees are responsible for obtaining audits in accordance with the Single Audit Act of 1984 and federal agency implementing regulations. An independent auditor, in accordance with generally accepted government auditing standards covering financial and compliance audits, shall make the audits.

|                                           |
|-------------------------------------------|
| Date of agency's last audit: Jun 30, 2016 |
|-------------------------------------------|

### III. Explain how your agency plans to coordinate with other Government Agencies (Program Participation and Resources Commitments):

#### A. U.S. Forest Service

The Mendocino County Sheriff's Office Marijuana Enforcement Team works directly with the U.S. Forest Service law enforcement division exchanging information, providing assistance/personnel to conduct investigations and coordinating marijuana enforcement on USFS property as needed. Marijuana found on USFS property is reported to the supervisor of the Mendocino National Forest, who then coordinates with the program supervisor to investigate and eradicate the marijuana. Overflights conducted by the program are coordinated with the USFS to identify trespass sites that they may not be aware of.

If suspects are apprehended or identified, a criminal complaint is forwarded to the district attorney for consideration of a criminal complaint.

#### B. Bureau of Land Management

The Mendocino County Sheriff's Office Marijuana Enforcement Team works directly with BLM law enforcement personnel exchanging information, providing assistance/personnel to conduct investigations and coordinating marijuana enforcement on BLM property.



**C. National Guard**

When available the marijuana team will request aircraft from the Air National Guard. The team will also at times request help from the Counter Drug team for personnel to assist with eradication and manpower. Training requests will be made for land navigation and field work.

Based on the good working relationship the marijuana enforcement team has fostered with the guard, they also now take the initiative to assist us in flights to identify illegal operations, as well as providing over-watch during the service of high risk search warrants.

**D. Civil Air Patrol**

In 2018, a request was placed for a series of photo missions. Based on information provided by the state Office of Emergency Service the Civil Air patrol no longer assists with counter drug missions.

As of 2021, this has not changed.

**IV. Explain how your agency will support Statewide Intelligence Sharing:**

**A. Central repository or collection ability for eradication statistics.**

The program plans on working with USFS and BLM to provide information to the area fusion centers as well as WSIN. Information is also reported to DEA through the San Francisco Field Division, DICE Program.

**B. Intelligence and trends (cultivators, traffickers, distribution, etc.)**

All intelligence is received by both the team Sergeant and Detective. It is assigned a priority based on safety and urgency. Identified marijuana traffickers are investigated as soon as possible. The most common case is neighborhood complaints called in over

odor and or disputes between the cultivator and neighbor. The size of these operations are now to the point, feuds are also taking place over property lines, as the cultivator's are encroaching onto neighboring properties.

Other out of area law enforcement calls regarding cultivators/traffickers caught transporting marijuana to out of state or out of the area jurisdictions, are investigated and assistance is provided by the agency providing the lead. Based on the low prices of marijuana in California the marijuana is transported out of state to area's where a higher price is demanded. The east coast is an area where marijuana can still bring prices in the two thousand per pound range. Requests from out of state are given investigative priority. Any request for intelligence from other agencies is provided and team members are always available to brief and educate local, state and federal law enforcement.

#### V. List equipment your Agency proposes to purchase this year with DCE/SP funds:

***Note: DCE/SP funds are intended to be used to purchase supplies and equipment directly related to the program activities. Though equipment/supplies may be specifically itemized in the Operational Proposal, they are not automatically approved for purchase. LOA equipment purchases should not exceed 10% of its allocated funds. Any exemptions require DEA Headquarters approval. All expenditures for equipment and supplies/materials will require prior approval by DEA Coordinator or Headquarters depending whether cost exceeds \$2500.***

The agency is requesting funding to purchase a TRACK SKID STEER & TRAILER for on-going enforcement. The SKID STEER and TRAILER were only rented during last years budget. This particular equipment has proven itself time and time again. Due to the changing ways the cultivators are preparing the sites, this equipment provides a secure and safe method of destroying the marijuana on site and reduces the time spent on the case. This allows law enforcement to safely eradicate/destroy marijuana with ease. Law enforcement no longer has to [not all cases] touch the marijuana, which could contain harmful pesticides etc. The use of this equipment has drastically reduced the time it takes to eradicate some of these operations, that contain thousands of plants. Other county law enforcement agencies have been using this equipment and also report its success in furthering eradication efforts.

#### VI. Training Requirements:

##### A. Name of Agency Training Coordinator:

|                 |                                    |
|-----------------|------------------------------------|
| Name:           | Juanita Dreiling                   |
| Title:          | Administrative Services Manager II |
| Telephone No:   | 707-463-4409                       |
| Email Address:  | dreiling@mendocinocounty.org       |
| Address Line 1: | 951 Low Gap Road                   |



|                 |       |
|-----------------|-------|
| Address Line 2: |       |
| City:           | Ukiah |
| State:          | CA    |
| Zip Code:       | 95482 |

**B. Describe any training your agency intends to conduct this year to include cannabis detection and eradication schools for other Federal agencies, National Guard, and state/local officers.<sup>3</sup>**

In 2021, an overflight school was scheduled to take place, but was cancelled due to Covid-19 restrictions.

The Mendocino County Sheriff's Office is currently battling staffing complications and no trainings are scheduled at this time. When staffing levels rise, the marijuana enforcement team intends to schedule a training regarding eradication, detection and preparing the case for criminal complaint.

## VII. Targeted Investigations:

**A. Summary of law enforcement activities which your agency is conducting and/or plans to initiate during this year.**

The program plans to continue the investigations into cartel operations in the Covelo Valley. Working with Customs Border Protection, HSI, and the DEA to identify and disrupt the group using Native Tribal lands as a base for cultivation and distribution activities. The program will continue to assist other agencies with investigations into out of state marijuana trafficking. Using intelligence provided to investigate and identify the source. Investigations into environmental crimes and water diversion will continue.

Working with Fish and Wildlife officers to identify cultivators who are violating environmental laws, polluting streams and illegal grading to conduct marijuana cultivation. Working in cooperation with Fish and Wildlife has proven to be beneficial, as environmental crimes coupled with marijuana cultivation allows it to be charged as felonies, not misdemeanors.

The program will continue with assisting customs and other federal agencies with the investigation of marijuana transportation using remote and small local airfields to transport marijuana by small airplanes. This investigation is ongoing and will continue with the program providing requested assistance. During the season the program will eradicate trespass gardens using the CAMP team when available. These sites will be identified by overflights then logged for eradication operations.



**B. Summary of special or enforcement operations that your agency intends on conducting during the year.**

The Marijuana Team will continue to investigate and eradicate marijuana found growing on public and private lands. The focus of major investigations will be on large cultivation sites being run by cartel type gangs. The town of Covelo is still a major focus, as there is a large number of sites that still need to be eradicated and investigated.

The marijuana team will aggressively investigate BHO (Butane Honey Oil) operations and attempt to educate the public, firefighters and other first responders on signs that a BHO operation is occurring. The marijuana team continues to answer calls for service from the public on marijuana cultivation sites on private lands and will continue to work closely with the corporate timber companies to eradicate marijuana gardens on their lands, providing security for the people who work in the corporate forests. The marijuana team is an active investigative partner with US Customs and Border Protection units in the investigation of trafficking of currency and marijuana, by air, within Mendocino County. The team will continue to conduct large scale marijuana eradication efforts into the pollution of water sources within the county. Other major enforcement action into watershed areas of the county are being planned.

**VIII. National Environmental Policy Issues (*describe if applicable*)<sup>4</sup>:**

The marijuana team has developed a working relationship with the Health & Human Services Agency Environmental Health Department and Air Quality Control Department of Mendocino County. Environmental Health and Air Quality advised of violations involving marijuana cultivation sites that use generators and store fuel for the generators, as well as other hazardous materials. The marijuana team works with the California Department of Forestry and Fish and Wildlife regarding illegal grading, illegal timber harvesting and water diversion violations involving marijuana cultivation sites. The California Department of Fish and Wildlife regularly sends one or more Game Wardens, to include environmental scientists on day operations or multiple day operations planned by the marijuana team. The Warden's primary responsibility on these targeted operations is to identify, document and present environmental crimes to the Mendocino County District Attorney's Office for prosecution.

The Mendocino County Sheriff's Office Marijuana Enforcement Team has seen a significant increase in environmental crimes related to marijuana operations. The unit is locating acres of lands, where thick trees once stood, all clear cut and removed for the purposes erecting plastic style hoop houses for the purposes of marijuana cultivation.

**For assistance, please contact your State DEA DCE/SP Coordinator or DEA DCE/SP Regional Contractor.**

Digital Signature Field

**Matthew C. Kendall**

Digitally signed by Matthew C. Kendall  
Date: 2021.08.09 12:52:53 -07'00'

Signature and Date of Agency Official approving Annual Strategic Plan  
(PLEASE SIGN IN BLUE INK)

Matthew C. Kendall, Sheriff

Print Name and Title of Agency Official approving Annual Strategic Plan

FOOTNOTES:

1 Web-based DEA Internet Capability Endeavor (DICE) and TFOs with Firebird access to the DEA Analysis and Response Tracking System (DARTS): Effective in 2012, all participants in the DCE/SP are required to use DICE or DARTS for reporting statistics (on each incident), submission or reportable intelligence, deconfliction, and for the sharing of information.

2 None of the Asset Forfeiture Funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. These will include items justified as training aids if they are embossed, engraved, or printed with the agency or program logos. All expenditures for equipment and supplies/materials will require prior approval by DEA Headquarters.

3 Web-based DEA Internet Capability Endeavor (DICE) and TFOs with Firebird access to the DEA Analysis and Response Tracking System (DARTS): Effective in 2012, all participants in the DCE/SP are required to use DICE or DARTS for reporting statistics (on each incident), submission or reportable intelligence, deconfliction, and for the sharing of information.

4 The National Environmental Policy Act (NEPA) requires federal agencies to consider the potential effects on the human environment of major federal actions. Pursuant to NEPA, DEA has published regulations under which manual eradication is normally categorically excluded from further analysis, while herbicidal eradication normally requires preparation of an Environmental Assessment (EA). Any proposed use or funding or herbicides should be described in this section.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4y)

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**To:** Board of Supervisors

**From:** Transportation

**Meeting Date:** September 14, 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 One to Purchasing Agent Agreement Number 21-211, with Regional Government Services Authority, for Drought Emergency Project Management Services Increasing the Amount of the Agreement by \$25,000 for a Total Agreement Amount of \$75,000 (Countywide)

**Recommended Action/Motion:**

Adopt resolution approving Amendment Number One to Purchasing Agent Agreement Number 21-211, with Regional Government Services Authority, for drought emergency project management services increasing the amount of the Agreement by \$25,000 for a total Agreement amount of \$75,000 (Countywide); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution No. 21-051 (April 20, 2021), the Board declared a local emergency and imminent threat of disaster due to drought conditions. By Resolution No. 21-079 (June 8, 2021), the Board renewed its declaration and extended the existence of the local emergency.

**Summary of Request:**

Regional Government Services Authority (RGS) has been performing drought emergency project management services for Mendocino County since June 2021. On behalf of the County, Josh Metz, Senior Advisor from RGS, has taken a leading role in Drought Task Force facilitation, public and stakeholder outreach, and local agency and water purveyor coordination. It is estimated the initial funds authorized for this work by Purchasing Agent (PA) Agreement No. 21-211, in the amount of \$50,000, will be fully expended by mid-September. In order to continue this vital mission and avoid any lapses in drought emergency response, it is recommended and requested the Board approve Amendment No. 1 to PA Agreement No. 21-211, which increases the amount payable under the Agreement by \$25,000.

**Alternative Action/Motion:**

Do not approve Amendment and provide direction to staff.

**How Does This Item Support the General Plan? Supports water supply sustainability and development.**

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**Item #: 4y)**

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**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** Budget Unit 2910 (Disaster Recovery)

**current f/y cost:** \$25,000

**annual recurring cost:** N/A

**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

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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

**Date:** September 15, 2021

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

**Executed Item Type:** **Resolution** Number: 21-137

**Executed Item Type:** **Agreement**

**Number:** 21-211-A1

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. Original Agreement

**Delivered to Auditor?** Choose an item.





**RESOLUTION NO. 21-137**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER ONE TO PURCHASING AGENT AGREEMENT NUMBER 21-211, WITH REGIONAL GOVERNMENT SERVICES AUTHORITY, FOR DROUGHT EMERGENCY PROJECT MANAGEMENT SERVICES INCREASING THE AMOUNT OF THE AGREEMENT BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$75,000 (COUNTYWIDE)**

WHEREAS, by Resolution Number (No.) 21-051 (April 20, 2021), the Board declared a local emergency and imminent threat of disaster due to drought conditions; and

WHEREAS, by Resolution No. 21-079 (June 8, 2021), the Board renewed its declaration and extended the existence of the local emergency; and

WHEREAS, Purchasing Agent (PA) Agreement No. 21-211, with Regional Government Services Authority (RGS), for drought emergency project management services was entered into on June 11, 2021; and

WHEREAS, it is estimated the initial funds authorized by PA Agreement No. 21-211, in the amount of \$50,000, will be fully expended by mid-September; and

WHEREAS, in order to avoid a lapse in drought emergency response, the County of Mendocino is in need of continued drought emergency project management services and RGS desires to continue to provide those services; and

WHEREAS, it is requested the Board approve Amendment No. 1 to PA Agreement No. 21-211, increasing the total compensation payable under the Agreement by \$25,000, from \$50,000 to a new not-to-exceed amount of \$75,000.

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

1. Approves Amendment No. 1 to PA Agreement No. 21-211, with Regional Government Services, for drought emergency project management services; and

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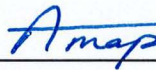
2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14<sup>th</sup> day of September, 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 TO PURCHASING AGENT AGREEMENT NUMBER 21-211, WITH REGIONAL GOVERNMENT SERVICES AUTHORITY, FOR DROUGHT EMERGENCY PROJECT MANAGEMENT SERVICES**

This Amendment to Purchasing Agent (PA) Agreement Number (No.) 21-211 is entered into this 14<sup>th</sup> day of September 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Regional Government Services Authority (RGS), hereinafter referred to as "CONSULTANT".

WHEREAS, PA Agreement No. 21-211 was entered into on June 11, 2021, for drought emergency project management services; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and RGS, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, COUNTY is in need of additional drought emergency project management services and CONSULTANT desires to continue to provide those services; and

WHEREAS, CONSULTANT agrees to provide continued services under the same payment terms defined in Exhibit B of the original PA Agreement No. 21-211, except that the total not-to-exceed compensation payable under the Agreement shall be increased by \$25,000.

NOW, THEREFORE, we agree as follows:

1. The total not-to-exceed compensation payable under PA Agreement No. 21-211 is increased by \$25,000 from \$50,000 to a new not-to-exceed amount of \$75,000 for the term of this Agreement.

All other terms and conditions of PA Agreement No. 21-211 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

**CONSULTANT/COMPANY NAME:**

DEPARTMENT HEAD \_\_\_\_\_ DATE **09/03/2021**

Budgeted: ☐ Yes ☒ No

Budget Unit: 2910

Line Item: 862189 DR212

Grant: ☐ Yes ☒ No

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

By: Richard Iwerett 9/3/2021

**NAME AND ADDRESS OF CONSULTANT:**

Regional Government Services Authority

PO Box 1350

Carmel Valley, CA 93924

**COUNTY OF MENDOCINO**

By: DAN GJERDE Chair **SEP 15 2021**  
BOARD OF SUPERVISORS

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

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Sandsey Daugherty  
Deputy **SEP 15 2021**

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

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

CARMEL J. ANGELO, Clerk of said Board

By: Sandsey Daugherty  
Deputy **SEP 15 2021**

By: Matthew Kiedrowski  
Deputy

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management **09/03/2021**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: Chris [Signature]  
Deputy CEO **09/03/2021**

**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. 21-137**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER ONE TO PURCHASING AGENT AGREEMENT NUMBER 21-211, WITH REGIONAL GOVERNMENT SERVICES AUTHORITY, FOR DROUGHT EMERGENCY PROJECT MANAGEMENT SERVICES INCREASING THE AMOUNT OF THE AGREEMENT BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$75,000 (COUNTYWIDE)**

WHEREAS, by Resolution Number (No.) 21-051 (April 20, 2021), the Board declared a local emergency and imminent threat of disaster due to drought conditions; and

WHEREAS, by Resolution No. 21-079 (June 8, 2021), the Board renewed its declaration and extended the existence of the local emergency; and

WHEREAS, Purchasing Agent (PA) Agreement No. 21-211, with Regional Government Services Authority (RGS), for drought emergency project management services was entered into on June 11, 2021; and

WHEREAS, it is estimated the initial funds authorized by PA Agreement No. 21-211, in the amount of \$50,000, will be fully expended by mid-September; and

WHEREAS, in order to avoid a lapse in drought emergency response, the County of Mendocino is in need of continued drought emergency project management services and RGS desires to continue to provide those services; and

WHEREAS, it is requested the Board approve Amendment No. 1 to PA Agreement No. 21-211, increasing the total compensation payable under the Agreement by \$25,000, from \$50,000 to a new not-to-exceed amount of \$75,000.

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

1. Approves Amendment No. 1 to PA Agreement No, 21-211, with Regional Government Services, for drought emergency project management services; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 14<sup>th</sup> day of September, 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





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4Z)

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**To:** Board of Supervisors

**From:** Transportation

**Meeting Date:** September 14, 2021

**Department Contact:** Howard N. Dashiell

**Phone:** 463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Authorization to Staff to Enter into Contract Negotiations with C&S Waste Solutions of California, Inc., for Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection for County Solid Waste Franchise Area Number Two (Ukiah and Fort Bragg Areas)

**Recommended Action/Motion:**

Authorize staff to enter into contract negotiations with C&S Waste Solutions of California, Inc., for residential and commercial garbage, recyclable material and organic waste collection for County Solid Waste Franchise Area Number Two (Ukiah and Fort Bragg Areas)

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 04-074 (May 11, 2004) the Board approved Board of Supervisors (BOS) Agreement No. 04-049, Franchise Agreement between the County of Mendocino and USA Waste of California, Inc., dba Empire Waste Management (EWM) for Solid Waste Collection Area No. Two. From time to time, the Board of Supervisors has authorized amendments to the Agreement to adapt to changing conditions and new information and to make rate adjustments per the terms of the Agreement. On August 23, 2011, the Board approved Amendment No. 11 to BOS Agreement No. 04-049, extending the expiration date from June 30, 2011 to June 30, 2021. On March 9, 2021, the Board gave direction to staff to negotiate a one-year extension to the Franchise Agreement with EWM and, if successful, to cancel the ongoing Request for Proposals (RFP) and reissue with an Agreement start date of July 1, 2022. On April 20, 2021, the Board approved Amendment No. 15 to BOS Agreement No. 04-049, extending the expiration date from June 30, 2021 to June 30, 2022.

**Summary of Request:**

Mendocino County Department of Transportation (MCDOT) issued, in conjunction with the City of Fort Bragg, a Request for Proposals for residential and commercial garbage, recyclable material and organic waste collection for County Solid Waste Franchise Area No. Two on June 15, 2021, with a due date of July 30, 2021 (later amended to August 3, 2021). MCDOT received three proposals from Waste Management Collection and Recycling, Inc., Solid Wastes of Willits, Inc., and C&S Waste Solutions of California, Inc. (C&S) After a thorough analysis of all proposals, including technical proposals, qualifications, and proposed cost rates, as well as follow up interviews, the evaluation committee unanimously chose C&S as their recommended vendor. The City of Fort Bragg evaluation committee also chose C&S as their recommended vendor for solid waste collection services within the city limits. MCDOT staff recommends and requests authorization from the Board to enter into contract negotiations with C&S and return at a later date with a draft Franchise Agreement for the

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**Item #: 4Z)**

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Board's review and approval.

**Alternative Action/Motion:**

Do not authorize staff to enter into contract negotiations with C&S Waste Solutions of California, Inc., and give further direction to staff.

**How Does This Item Support the General Plan?** Resulting Franchise Agreement will facilitate waste diversion in the County, including education and enforcement mechanisms to increase diversion rates.

**Supervisory District:** Districts 1, 2, 4 & 5

**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

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**CEO Liaison:** Judy Morris, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

Executed By: Atlas Pearson, Deputy Clerk I

Date: September 15, 2021

Final Status:**Approved**





**FUNCTIONS**

Administration & Business Services  
Airports  
Engineering  
Land Improvement  
Roads and Bridges  
Solid Waste & Landfills  
Water Agency

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION**  
340 LAKE MENDOCINO DRIVE  
UKIAH, CALIFORNIA 95482-9432  
VOICE (707) 463-4363 FAX (707) 463-5474

September 14, 2021

Mendocino County Board of Supervisors  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

RE: AUTHORIZATION TO STAFF TO ENTER INTO CONTRACT NEGOTIATIONS WITH C&S WASTE SOLUTIONS OF CALIFORNIA, INC., FOR RESIDENTIAL AND COMMERCIAL GARBAGE, RECYCLABLE MATERIAL AND ORGANIC WASTE COLLECTION FOR COUNTY SOLID WASTE FRANCHISE AREA NUMBER TWO (UKIAH AND FORT BRAGG AREAS)

Honorable Board Members:

Board of Supervisors (BOS) Agreement Number (No.) 04-049, Franchise Agreement between the County of Mendocino and USA Waste of California, Inc., dba Empire Waste Management (EWM) for Solid Waste Collection Area No. Two, is set to expire on June 30, 2022. Mendocino County Department of Transportation (MCDOT) issued, in conjunction with the City of Fort Bragg, a Request for Proposals (RFP) for residential and commercial garbage, recyclable material and organic waste collection for County Solid Waste Franchise Area No. Two on June 15, 2021, with a due date of July 30, 2021 (later amended to August 3, 2021). The RFP allowed proposers to propose on any or all of the following areas: County Franchise Area #2 Inland Zone (Unincorporated Ukiah and Surrounding Area including Redwood Valley and Potter Valley), County Franchise Area #2 Coastal Zone (Unincorporated Fort Bragg and Surrounding Area including Mendocino), and City of Fort Bragg Franchise Area.

The RFP requested proposals from vendors for the following (1) Base Services: Single-Family and Multi-Family Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection; (2) Additional Services: Roll-Off Container Collection, Public Litter and Recyclable Collection in Mendocino and Hopland, Diversion Education and Outreach Program, Edible Food Recovery Support, Local Customer Services Centers; and (3) Alternate Proposal Services: Bulky Item Collection, Paper Shredding Events, Two (2) CRV Centers (one Inland and one Coastal).

In response to the RFP, MCDOT received three proposals from: Waste Management Collection and Recycling, Inc., Solid Wastes of Willits, Inc. (Coastal Zone only), and C&S Waste Solutions of California, Inc. (C&S). The proposal review weighting was set at 55% for technical proposal, qualifications and sustainability, and 45% for proposed cost. After a thorough analysis of all

proposals, as well as conducting follow-up interviews, the evaluation committee unanimously chose C&S as their recommended vendor. The City of Fort Bragg evaluation committee arrived at the same unanimous recommendation for solid waste collection services within the city limits. Selecting the same vendor for both the County and City services will facilitate efficiency of services as well as ensure the best possible rates for County and City residents.

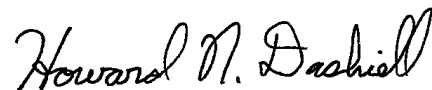
The following are highlights of the highest-ranked proposal submitted by C&S:

- Lowest overall program cost
- Proposed rates include alternate services – others proposed additional charges for some alternate services. Also includes curbside holiday tree collection service
- Strong Transition & Operations Plans
- Robust Diversion and Education & Outreach Programs
- All new bins, carts and vehicles will be purchased
- Seven (7) new high-efficiency split-body side load collection trucks which will reduce trips through neighborhoods, wear and tear on County roads and decrease emissions
- High-tech customer service and collection systems
- Targeted diversion programs overseen by full-time Waste Diversion Coordinator
- Diversion-based rate structure
- Transition team includes experienced Transition Advisor, former District Manager Bob Thornsberry, to ensure a seamless transition of services
- Existing Ukiah facility & proposed future Fort Bragg location for transfer station, equipment storage and maintenance, and customer service center – Proposed site will need to undergo separate land use entitlement and permitting processes through City of Fort Bragg Community Development Department and other applicable agencies
- Commitment to employ displaced staff from previous service provider

MCDOT staff recommends and respectfully requests authorization from the Board to enter into contract negotiations with C&S and return at a later date with a draft Franchise Agreement for the Board's review and approval.

I will, of course, respond to any questions the Board may have.

Respectfully submitted,



HOWARD N. DASHIELL  
Director of Transportation