

GLENN MCGOURTY
1st District
Supervisor

**MAUREEN
MULHEREN**
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor
Chair

TED WILLIAMS
5th District
Supervisor
Vice-Chair



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

MENDOCINO COUNTY
BOARD OF SUPERVISORS
BOARD OF SUPERVISORS AGENDA

LIMITED MEETING
November 15, 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 Government Code section 54953(e)(1)(A)). 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. 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>.*

2a) Public Expression**3. COUNTY EXECUTIVE OFFICE AND DEPARTMENTAL MATTERS**

**3a) Discussion and Possible Action Including Approval of Agreement with Manning & Kass for Legal Assistance for Mendocino County Sheriff's Office in the Amount of \$50,000 Effective November 16, 2021 Through June 30, 2022
(Sponsor: County Counsel)**

Recommended Action:

Approve agreement with Manning & Kass for legal assistance for Mendocino County Sheriff's Office in the amount of \$50,000, effective November 16, 2021 through June 30, 2022; and authorize Chair to sign same.

Attachments: [Agreement - Manning and Kass.pdf](#)

**3b) Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Repealing Mendocino County Code Section 2.16.041, Adding Section 2.16.070 and Amending Chapter 2.36 for the Purpose of Consolidating the Offices of the Auditor-Controller and the Treasurer-Tax Collector
(Sponsor: County Counsel)**

Recommended Action:

Either:

- 1) Introduce and waive first reading of an ordinance repealing Mendocino County Code Section 2.16.04, adding section 2.16.070 and amending Chapter 2.36 for the purpose of consolidating the Offices of the Auditor-Controller and the Treasurer-Tax Collector,*
- 2) Direct County Counsel to prepare an ordinance and resolution for the creation of the office of Director of Finance and submission to voters for approval, or*
- 3) Retain current structure of separate offices of the Auditor-Controller and the Treasurer-Tax Collector*

Attachments: [Ordinance - ACTTC Consolidation](#)
 [ACTTC - Ordinance Summary](#)
 [ACTTC - Current County Codes](#)
 [Auditor - Government Code Qualifications for Office](#)
 [Treasurer-Tax Collector Correspondence](#)

**3c) Discussion and Possible Action Including Acceptance of Presentation of the Adventist Health Community Well-Being Program
(Sponsor: Executive Office)**

Recommended Action:

Accept presentation of the Adventist Health Community Well-being program.

Attachments: [Presentation](#)

4. BOARD OF SUPERVISORS AND MISCELLANEOUS

**4a) Discussion and Possible Action Including Adoption of Resolution Requesting Scientific Review of Jackson Demonstration State Forest
(Sponsors: Supervisor Williams and Supervisor Gjerde)**

Recommended Action:

Adopt Resolution requesting scientific review of Jackson Demonstration State Forest; and authorize Chair to sign same.

Attachments: [Resolution](#)

**4b) Discussion and Possible Action Including Acceptance of Update Regarding the Strategic Planning Process
(Sponsor: Strategic Plan Ad Hoc Committee of Supervisors Haschak and McGourty)**

Recommended Action:

Accept update and provide input regarding the next steps in the Strategic Planning Process.

Attachments: [Mendo Strat Plan 11.15.21 \(Revised 11.12.21\)](#)
 [Mendo Cnty BOS 11.15.21 Strat Plan dev.11.9.21](#)

ADJOURNMENT

Additional Meeting Information for Interested Parties

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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 #: 2a)



Mendocino County Board of Supervisors Agenda Summary

Item #: 3a)

To: Board of Supervisors

From: County Counsel

Meeting Date: November 15, 2021

Department Contact: Christian Curtis

Phone: 234-6885

Item Type: Regular Agenda

Time Allocated for Item: 15 Min

Agenda Title:

Discussion and Possible Action Including Approval of Agreement with Manning & Kass for Legal Assistance for Mendocino County Sheriff's Office in the Amount of \$50,000 Effective November 16, 2021 Through June 30, 2022
(Sponsor: County Counsel)

Recommended Action/Motion:

Approve agreement with Manning & Kass for legal assistance for Mendocino County Sheriff's Office in the amount of \$50,000, effective November 16, 2021 through June 30, 2022; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On August 3, 2021, the Board of Supervisors considered 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 and designation of scope of conflict work; by general consensus the Board authorized the hiring of Manning & Kass to represent the Sheriff, in the event that the Sheriff does not choose one of the four firms submitted for consideration.

Summary of Request:

Under Government Code section 31000.6, the Board of Supervisors is required to contract with outside counsel to the Sheriff when specific legal services necessary for the performance of his duties cannot be provided by County Counsel due to a conflict of interest. Previously, the Board of Supervisors agreed to provide Sheriff Kendall with such counsel, but did not agree with the Sheriff's preferred law firm due to concerns over costs and conflict of interest. Sheriff Kendall subsequently initiated a court proceeding (*Kendall v. Board of Supervisors*, 21CV00561) seeking an order to compel the Board to contract with his preferred firm. That matter is still pending in the Mendocino County Superior Court.

Under the relevant statute, the Board has an obligation to provide counsel without first waiting for an order of the Court. Although the Sheriff is litigating over the selection of counsel, County Counsel recommends entering into this agreement to assure that the Board is in compliance with its statutory obligations. The vendor has been made aware that the agreement might have to be terminated depending on what orders the Superior Court ultimately issues. Additionally, the vendor is aware that Sheriff Kendall might choose not to engage their services until that litigation has been resolved.

Item #: 3a)

Alternative Action/Motion:

Take no action at this time.

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: 1015

current f/y cost: 862189

annual recurring cost: n/a

budget clarification: An adjustment will be needed.

budgeted in current f/y: No

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: Deputy Clerk

Date: Date Executed

Final Status:Item Status

Executed Item Type: item **Number:**

Note to Department Number of Original Agreements

Returned to Dept: Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and MANNING & KASS, 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 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 Fifty Thousand Dollars (\$50,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD Jeff Morris DATE 11/08/2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 1015

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

11/08/2021

Date: _____

CONTRACTOR/COMPANY NAME:

By: B Manning

NAME AND ADDRESS OF CONTRACTOR:

Manning & Kass

801 S. Figueroa Street, 15th Floor

Los Angeles, CA 90017

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: 11/08/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jeff Morris
Deputy CEO

11/08/2021

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
Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Fiscal

To CONTRACTOR: Manning and Kass
801 S. Figueroa Street, 15th Floor
Los Angeles, CA 90017
Attn: Mildred K. O'Linn

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 \$50,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in

Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR specializes in public agency representation, and specifically that of Sheriff's Offices, and shall provide legal advice and representation to the Mendocino County Sheriff's Office ("Sheriff's Office") on the following issues:

1. The consolidation of the Information Technology (IT) departments of the Sheriff's Office within the broader County Information Services department, advising Sheriff's Office regarding Government Code section 15164.1, and possible legal remedies against the Board of Supervisors as to this consolidation.
2. Any legal remedies that the Sheriff may have regarding Government Code section 29121 or any policy of the Mendocino County Board of Supervisors related thereto.
3. Additionally, CONTRACTOR shall provide an independent review and second opinion as to whether any specific proposed expenditure in FY 21/22 (which expenditure would exceed the Sheriff's budget) is within the Sheriff's legal authority (including but not limited to any authority under Government Code section 29601) to incur without seeking a prior budget adjustment or other approval from the Board of Supervisors. Such second opinions shall be provided if (1) County Counsel has opined that the requested expenditure exceeds the Sheriff's authority to act without prior Board action and (2) Sheriff has advised CONTRACTOR that he desires a second opinion as to that expenditure. If, after the opinion has been issued, it appears that the Sheriff requires additional legal services for which County Counsel would have a conflict of interest, this agreement may be amended to include additional services at that time, consistent with the processes described in Government Code section 31000.6.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

CONTRACTOR's legal fees and usual and customary reasonable out-of-pocket expenses shall be paid at the rates set forth as follows:

A. Legal Fees:

Partners at a rate of \$300/hour

Associates at a rate of \$275/hour

Paralegals at a rate of \$150/hour

- B. Usual and Customary Reasonable Out-of-Pocket Expenses. In addition to paying legal fees, the County shall reimburse CONTRACTOR for all usual and customary costs and expenses incurred by CONTRACTOR, including but not limited to: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking, investigation expenses, consultants' fees, expert witness fees, telecopies, mileage at the IRS approved rate, in-office photocopying at \$0.25 per page, and other similar items. Reimbursement for travel time shall not exceed four hours each direction per trip.

[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 #: 3b)

To: Board of Supervisors

From: County Counsel

Meeting Date: November 15, 2021

Department Contact: Christian Curtis

Phone: 234-6885

Item Type: Regular Agenda

Time Allocated for Item: 30 min.

Agenda Title:

Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Repealing Mendocino County Code Section 2.16.041, Adding Section 2.16.070 and Amending Chapter 2.36 for the Purpose of Consolidating the Offices of the Auditor-Controller and the Treasurer-Tax Collector
(Sponsor: County Counsel)

Recommended Action/Motion:

Either:

- 1) Introduce and waive first reading of an ordinance repealing Mendocino County Code Section 2.16.04, adding section 2.16.070 and amending Chapter 2.36 for the purpose of consolidating the Offices of the Auditor-Controller and the Treasurer-Tax Collector,
- 2) Direct County Counsel to prepare an ordinance and resolution for the creation of the office of Director of Finance and submission to voters for approval, or
- 3) Retain current structure of separate offices of the Auditor-Controller and the Treasurer-Tax Collector

Previous Board/Board Committee Actions:

On October 26, 2021, the Board requested this item be brought forward for discussion.

Summary of Request:

Following the announcement of the retirement of Lloyd Weer from the office of the Auditor-Controller, the Board of Supervisors discussed whether it was necessary for the County to have separate offices of the Auditor-Controller and Treasurer-Tax Collector, and even whether it was possible to instead use an appointed Finance Director/Chief Financial Officer model. On October 26, 2021, it was requested that staff bring an agenda item forward for discussion of this topic.

Should the Board desire to consolidate these positions, it has two options. First, under Government Code section 24304.2, the Board of Supervisors may, by ordinance, consolidate the offices of the Auditor-Controller and Treasurer-Tax Collector into a single, elected office. This consolidation would be effective thirty (30) days after passage or at such later time as the Board specifies. For example, the Board could choose to have consolidation of offices begin after the next election, to coincide with the end of the incumbent tax collector's current term.

Second, pursuant to Government Code sections 26980 et seq., the Board of Supervisors can create the office of

Item #: 3b)

“Director of Finance” to subsume the functions of the auditor, controller, tax collector, and treasurer, as well as perform any other duties the Board prescribes. Such a position cannot be created, however, without the approval of the voters. Gov. Code § 26980(a). The voters must also determine whether the position is appointed or elected. Gov. Code § 26980(b). If the Board chooses this option, the ordinance would not be effective until such time as it had been approved by the voters and the expiration of the term of any incumbents.

Drafted for the Board’s consideration is an ordinance which would amend certain sections of the County Code as necessary for the consolidation of offices pursuant to Government Code section 24304.2. In preparing the attached ordinance for the office consolidation, staff found several areas of County Code where additional changes and updates to provisions regarding office qualifications and continuing education requirements for the office of the Auditor are also proposed.

Should the Board prefer a Director of Finance model, then staff will need direction to prepare an alternative ordinance and appropriate ballot materials.

Alternative Action/Motion:

Provide alternative 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

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: Deputy Clerk

Date: Date Executed

Note to Department Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered
to Auditor? Choose an item.

Final Status: Item Status

Executed Item Type: item Number:

ORDINANCE NO.

ORDINANCE REPEALING MENDOCINO COUNTY CODE SECTION 2.16.041, ADDING SECTION 2.16.070 AND AMENDING CHAPTER 2.36 FOR THE PURPOSE OF CONSOLIDATING THE OFFICES OF THE AUDITOR-CONTROLLER AND THE TREASURER-TAX COLLECTOR

The Board of Supervisors of the County of Mendocino, State of California, ordains as follows:

Section 1: Section 2.16.041 is hereby repealed.

Section 2: Section 2.16.070 is hereby added to read as follows:

Sec. 2.16.070 – Office of County Auditor-Controller and County Treasurer-Tax Collector Consolidated.

Pursuant to Government Code Sections 24304.2 and 24305, the duties and the budgets of the Offices of County Auditor-Controller and County Treasurer-Tax Collector are hereby consolidated effective 12 o'clock noon on January 2, 2023. The title of the officer performing the duties of the offices hereby consolidated shall be the "County Auditor-Controller-Treasurer-Tax Collector."

Section 3: Chapter 2.36 is hereby amended in its entirety to read as follows:

CHAPTER 2.36 - COUNTY AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

Sec. 2.36.010 - Qualifications for Office.

Pursuant to the provisions of Government Code Sections 26946 and 27000.6, the provisions of Government Code Sections 26945 and 27000.7 are hereby made applicable to the position of County Auditor-Controller-Treasurer-Tax Collector. Accordingly, to be eligible for election or appointment to the office of County Auditor-Controller-Treasurer-Tax Collector, a person must possess the qualifications established by State law for both County Auditor and County Treasurer. Evidence of such qualifications shall be presented to the registrar of voters with a candidate's nomination papers.

Sec. 2.36.010 – Continuing Education.

Pursuant to the provisions of Government Code Sections 26946 and 27000.6, the provisions of Government Code Section 26945, concerning continuing education requirements for County Auditors, and the provisions of Government Code Sections 27000.8 and 27000.9, concerning continuing education requirements for County Treasurer, are hereby made applicable to the position of County Auditor-Controller-Treasurer-Tax Collector.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance

and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall take effect on the 31st day after the date of final passage, but shall become operative 12 o'clock noon on January 2, 2023.

Passed and adopted by the Board of Supervisors of the County of Mendocino, State of California, on this ____ day of _____, 2021 by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared the Ordinance passed and 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

ORDINANCE SUMMARY

ORDINANCE REPEALING MENDOCINO COUNTY CODE SECTION 2.16.041, ADDING SECTION 2.16.070 AND AMENDING CHAPTER 2.36 FOR THE PURPOSE OF CONSOLIDATING THE OFFICES OF THE AUDITOR-CONTROLLER AND THE TREASURER-TAX COLLECTOR

This ordinance would repeal, add and amend specified sections of the Mendocino County Code to consolidate the offices of the Auditor-Controller and the Treasurer-Tax Collector into a single office, the Auditor-Controller-Treasurer-Tax Collector, which consolidation would be operative on January 2, 2023. The ordinance also applies updated office qualifications and continuing education requirements to the office of the auditor that are consistent with State law.

Current County Codes

Sec. 2.16.041 Qualification For Treasurer-Tax Collector.

Pursuant to Government Code Section 27000.6, the provisions of Government Code Sections 27000.7, 27000.8 and 27000.9, as amended from time to time, establishing qualifications and requirements for the office of County Treasurer, County Tax Collector, or County Treasurer-Tax Collector shall be applicable to the office of Treasurer-Tax Collector in Mendocino County.

This Section shall only apply to any person duly elected or appointed as Treasurer-Tax Collector on or after January 1, 1998.

(Ord. 3923, adopted 1996.)

CHAPTER 2.36 COUNTY AUDITOR

Sec. 2.36.010 Qualifications for the Office of County Auditor.

No person shall hereafter be elected or appointed to the office of County Auditor of the County of Mendocino unless:

- (a) He possesses a valid certificate issued by the California State Board of Accountancy under the provisions of Chapter 1, Division 3 of the Business and Professions Code, showing him to be, and a permit authorizing him to practice as, a certified public accountant or as a public accountant; or
- (b) He possesses a valid certificate or diploma of graduation from a school of accountancy; or
- (c) He has served as County Auditor or as Deputy County Auditor for a continuous period of not less than three (3) years.

(Ord. No. 483, Sec. 1, adopted 1965.)

Sec. 2.36.020 Applicability.

The qualifications set forth in Section 2.36.010 shall not apply to any person duly elected or appointed as a County Auditor and actually serving as such officer on the effective date of the Chapter (July 1965), and such person shall be deemed to be eligible to hold and to be re-elected to said office, notwithstanding the provisions of said Section 2.36.010

(Ord. No. 483, Sec. 2, adopted 1965.)

Auditor - Government Code Qualifications for Office

§ 26945. Requirements

No person shall hereafter be elected or appointed to the office of county auditor of any county unless the person meets at least one of the following criteria:

- (a)** The person possesses a valid certificate issued by the California Board of Accountancy under Chapter 1 (commencing with Section 5000) of Division 3 of the Business and Professions Code showing the person to be, and a permit authorizing the person to practice as, a certified public accountant or as a public accountant.
- (b)** The person possesses a baccalaureate degree from an accredited university, college, or other four-year institution, with a major in accounting or its equivalent, as described in subdivision (a) of Section 5081.1 of the Business and Professions Code, and has served within the last five years in a senior fiscal management position in a county, city, or other public agency, a private firm, or a nonprofit organization, dealing with similar fiscal responsibilities, for a continuous period of not less than three years.
- (c)** The person possesses a certificate issued by the Institute of Internal Auditors showing the person to be a designated professional internal auditor, with a minimum of 16 college semester units, or their equivalent, in accounting, auditing, or finance.
- (d)** The person has served as county auditor, chief deputy county auditor, or chief assistant county auditor for a continuous period of not less than three years.

§ 26945.1. Continuing education of county auditor

- (a)** Any person serving in the capacity of county auditor shall complete at least 40 hours of qualifying continuing education, pursuant to subdivision (b), for each two-year period, beginning January 1, 1998, and completing at least 10 hours in each year of the two-year period. At least 20 of the 40 hours of continuing education shall be obtained in governmental accounting, auditing, or related subjects.
- (b)** Qualifying continuing education may be obtained in the areas of accounting, auditing, or related subjects. In addition, qualifying continuing education may be obtained in any other subject, if it can be demonstrated that the specific educational program contributes to professional competence.
- (c)** With respect to a county auditor who is a licensee of the California Board of Accountancy, or of the accountancy licensing authority of any other state, or who

possesses a certificate issued by the Institute of Internal Auditors, continuing education obtained for purposes of renewal of the license or certificate may be applied to satisfy the requirements of this section.

§ 26946. Ordinance making article effective; Repeal of ordinance

The provisions of this article shall become effective in only those counties in which, prior to the first day of the period for filing declarations of candidacy for the office of county auditor, the board of supervisors by a unanimous vote, at a regular meeting with all members present, enacts an ordinance adopting the provisions of this article. The ordinance so adopted may be repealed by the board of supervisors at any time.



MENDOCINO COUNTY TREASURER-TAX COLLECTOR
501 LOW GAP RD. ROOM 1060, UKIAH, CA 95482
(707) 234-6875

DATE: OCTOBER 14, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: SHARI L. SCHAPMIRE, TREASURER-TAX COLLECTOR

RE: STRUCTURE REVIEW OF FINANCIAL COUNTY OFFICES

As the Board of Supervisors is currently reviewing the structure of the County financial offices, this letter serves to share my thoughts on the potential creation of a Director of Finance with consolidation of the offices of the Auditor-Controller and the Treasurer-Tax Collector.

As Treasurer-Tax Collector, I would like to take this opportunity to outline some of the critical functions this office is responsible for:

- Managing the Countywide Treasury Pool;
- Managing the Countywide checkbook;
- Working directly with our service bank on all banking issues;
- Tracking all electronic payments received by all County departments;
- Accepting Treasury deposits from all Pool Participants;
- Collecting in excess of \$160 million annually for various property taxes;
- Collecting approximately \$7 million annually for Transient Occupancy Taxes;
- Collecting approximately \$6 million annually for Cannabis Business Taxes;
- Collecting approximately \$2 million for Court fines and fees.

Although the Auditor-Controller and Treasurer-Tax Collector's Offices are both financial offices, they have very different primary functions. The Treasurer-Tax Collector has nothing to do with the budget, accounts payable, payroll, or travel reimbursements. The Treasurer-Tax Collector does not issue checks, but ensures adequate funds are available in the checking account to clear all checks. This separation of duties is a critical function to safeguard the funds of the County, Schools, and Special District. Millions of dollars flow through the Treasurer-Tax Collector's Office on a daily basis. It is the responsibility of the Auditor-Controller to audit not only this office, but all departments, as well as Special Districts.

Along with CEO Carmel Angelo, I remain the only other financial team member currently on staff that was intimately involved a decade ago during the financial meltdown. I will never forget the difficult times the County faced and the difficult decisions that the Board of Supervisors at the time was forced to implement.

County employees were mandated to take a 10% pay-cut and County retirees lost their health insurance coverage, as the County's long-term credit rating was downgraded to BBB-, one step above an elevated vulnerability to default risk. Throughout this difficult time, the Auditor-Controller and the Treasurer-Tax Collector remained stable forces to assist the CEO in addressing these catastrophic financial times. These offices remain extremely stable today and serve the citizens of Mendocino County well.

I mention the above scenario as I believe decisions made at that time were among the most financially consequential decisions that a sitting Board of Supervisors has made in recent decades. I believe that those difficult decisions that were made a decade ago saved the County from financial ruin. As a public servant for more than four decades, I also believe the following financially consequential decisions by a sitting Board of Supervisors have set the County on a particular path going forward:

Purchase of Property System Software

The Board of Supervisor's approval to spend \$2 million to purchase the new property system software was a major commitment and investment benefiting the financial future of the County. Please understand, this conversion has been extremely difficult and overwhelming for all offices involved. In the short run, the Assessor, Auditor, and Tax Collector all still face significant challenges as we continue to move through the year and complete yearly tasks for the first time. Many issues still exist with converted data from our previous mainframe system that had been in place for nearly 25 years, it will take many, many months to resolve these issues. That being said, we are now able to see where this modern technology will assist the County in the next several years. There has been, and will continue to be, many billing, tracking, and reporting opportunities that were simply unavailable with our extremely outdated mainframe system. The streamlining of processes will also provide time and resources for staff to discover opportunities to generate much needed revenues.

In my opinion, if the offices of the Auditor-Controller and the Treasurer-Tax Collector are combined, the success of this project is in jeopardy. The limited staff coordinating this project would also be the staff responsible for implementing policies and procedures to ensure separation of duties for all staff responsibilities. All energy needs to be devoted to developing the new property system. In all honesty, I would also have major concerns that these same key staff members may look for employment opportunities with other County departments or other agencies.

Independence of the Mendocino County Employees' Retirement Association

In 2007, the Board of Supervisors approved the independence of the Mendocino County Employees' Retirement Association (MCERA), thereby removing any direct administrative responsibility of MCERA from the Treasurer-Tax Collector. Separating this responsibility from the County and having dedicated full-time staff with a singular focus of administering this important financial task has proven extremely beneficial for all stakeholders.

When too much financial responsibility is placed without a singular focus on critical functions, important items run the risk of not being attended to, this was clearly the previous issue with MCERA.

Consolidation of the Assessor and Clerk-Recorder

Over two decades ago, the Board of Supervisors approved the consolidation of the offices of the Clerk-Recorder and the Assessor. At that time, the Clerk-Recorder was an incumbent with name recognition and the current Assessor had planned to retire. The Assistant Assessor at the time

challenged the sitting incumbent, after a contentious election, the incumbent Clerk-Recorder was the successful candidate. The deterioration of the Assessor's Office started immediately with extremely knowledgeable, long-standing employees vacating the office for other departments or other Counties. I witnessed the Assessor responsibilities take a backseat to everything else that was going on in the office, particularly elections.

Beginning in about 2010 or so, the Assessor's Office went an entire decade without the Assistant Assessor position being filled. This was a critical function and should have absolutely been filled. Again, in my opinion, this left appraisers to flail with very little instruction and oversight. I believe this substantially contributes to the Assessor's Office having a lack of senior appraisers to this day.

My goal is not to degrade the Assessor's Office, but to tell you I have had a front row seat to witness a mass deterioration of a County office over the past two decades. All the tools to generate additional revenue for the County, such as finding unassessed properties, were severely hindered due to a lack of critical focus on functions of the Assessor. I know finding unassessed properties is very important to the current Board and I completely agree, losing out on this increased revenue source is a significant lost opportunity.

To summarize, I am adamantly opposed to the creation of a Director of Finance position. The current structure has been successful for decades, it allows for critical functions to remain at the forefront and not minimized by lack of time and focus. It also allows for the separation of duties that is absolutely vital for financial offices. Like with the consolidation of the Assessor-Clerk-Recorder, I fear if this consolidation takes place it will set the County on an extremely negative path going forward. We have learned a lot over the decades, one thing we know for sure, it is imperative that our financial offices remain stable.

I would be happy to address any questions that any Board members may have.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3C)

To: Board of Supervisors

From: Executive Office

Meeting Date: November 15, 2021

Department Contact: Darcie Antle

Phone: 463-4441

Item Type: Regular Agenda

Time Allocated for Item: 45 minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of Presentation of the Adventist Health Community Well-Being Program
(Sponsor: Executive Office)

Recommended Action/Motion:

Accept presentation of the Adventist Health Community Well-being program.

Previous Board/Board Committee Actions:

None.

Summary of Request:

Community Well-Being reaches beyond the walls of a hospital to build and sustain a community's quality of life. Adventist Health strategically invests in our community benefit resources, collaborates and partners to design, leverage and demonstrate evidence-based solutions that transform the well-being of people, well-being of places and equity.

Adventist's solution for transformation is to create a repeatable, sustainable model of well-being that measurably impacts the well-being of people, well-being of places and equity.

Success is measured by the Well-Being In the Nation (WIN) index, which shows connections between social conditions, health, community, and well-being.

- Well-being of People: Well-Being of People is both how people feel about their lives and how long they are likely to live. Health, security, prosperity, sense of connection, and purpose all play a role in well-being.
- Well-being of Places: Well-Being of Places is about whether a community is flourishing and the people within it have the vital conditions needed to thrive.
- Equity: Equity is about just and fair inclusion into a society in which all have a fair chance to participate, prosper, and reach their full potential.

Alternative Action/Motion:

Item #: 3c)

Do not accept presentation 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:

[<https://www.adventisthealth-cwb.org/well-being-division/>](https://www.adventisthealth-cwb.org/well-being-division/)

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: Deputy Clerk

Date: Date Executed

Note to Department Number of Original Agreements

Returned to Dept: Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.


Final Status:Item Status

Executed Item Type: item **Number:**



Community Well-Being

November 9, 2021



PURPOSE: To empower
everyone, everywhere
to live better, longer

VISION: To create a time
when well-being is
accessible to everyone



Health Disparities

Workforce Development

[ADVENTISTHEALTH:INTERNAL]

Faculty Introductions

PROGRAM DIRECTOR

Sara Bogner, MS PT

Sara Bogner has been a physical therapist in Ukiah and other Northern California areas for the past 19 years. She graduated from University of Oregon with a BS in Exercise and Movement Science and then attended PT school at Regis University in Denver, CO. She has worked with a wide variety of patients in almost every PT setting out there. She began teaching Anatomy at Mendocino College in 2016 and has been instrumental in the development of the Physical Therapist Assistant Program. Sara loves the energy and enthusiasm of students and is excited to be able to help them reach their educational goals. If she's not in her office or classroom, you can probably find her chasing around her three kids or running on the track, streets or hills of Ukiah.



DIRECTOR OF CLINICAL EDUCATION

Joseph Munoz, PT, DPT

Joe Munoz has been a practicing Physical Therapist for nearly 15 years now and has lived in the Ukiah area since 2004. He received his Bachelor of Science in Biology from CSU Bakersfield and then received his Doctorate of Physical Therapy from Loma Linda University. Joe is excited about the PTA program and the opportunity to help individuals pursue a career of service to others in a profession that has given him so much. He has primarily worked in the outpatient setting at Adventist Health Ukiah Valley dealing with orthopedic pathologies, post-surgical rehabilitation, sports related injuries, work related injuries and neurological conditions. When not in the clinic, you will find Joe spending time with his family and on the soccer field coaching the youth of Mendocino County.



Accreditation Status

Effective October 29, 2019, the Mendocino College PTA Program has been granted Candidate for Accreditation status by the Commission on Accreditation in Physical Therapy Education (1111 North Fairfax Street, Alexandria, VA, 22314; phone: 703.706.3245; email: accreditation@apta.org). If needing to contact the program/institution directly, please call 707.467.1062 or email sbogner@mendocino.edu.

Candidate for Accreditation is an accreditation status of affiliation with the Commission on Accreditation in Physical Therapy Education that indicates the program may matriculate students in technical/professional courses. Achievement of Candidate for Accreditation status does not assure that the program will be granted Initial Accreditation.

CAPTE

1111 North Fairfax Street, Alexandria, VA 22314
703.706.3245; accreditation@apta.org

MENDOCINO COLLEGE

Physical Therapy Assistant Program

Dean of Applied Academics

Dennis Aseltyn
daseltyn@mendocino.edu • 707.468.3234

Program Director

Sara Bogner, PT, MS PT • sbogner@mendocino.edu

Director of Clinical Education

Joseph Munoz, PT DPT • jmunoz@mendocino.edu

1000 Hensley Creek Road, Ukiah, CA 95482
707.467.1062 • www.mendocino.edu/pta

MENDOCINO COLLEGE

PHYSICAL THERAPIST ASSISTANT PROGRAM



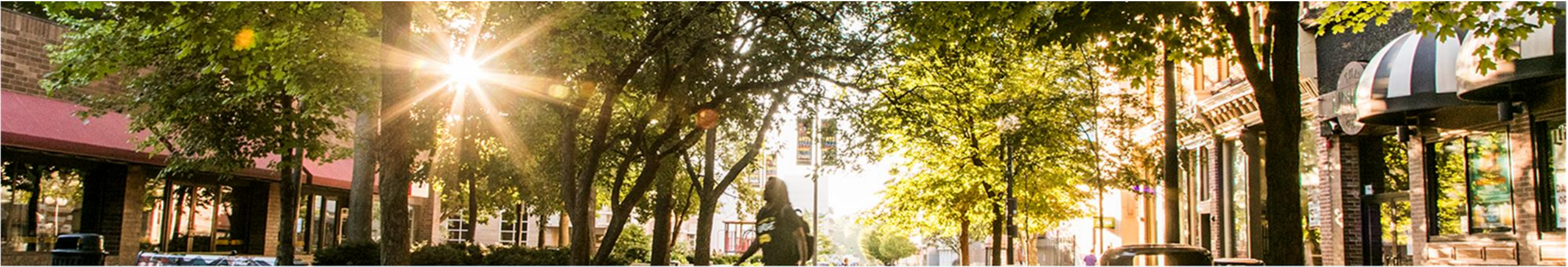
*An exciting new career path
at Mendocino College!*



www.mendocino.edu/pta

Blue Zones Project Mendocino County

Timeline



ASSESSMENT & DEVELOPMENT

- Preliminary community assessment (2-day visit)
- Focus groups, 1:1's
- Presentations
- Sponsor identification and ROI analysis
- Identify volunteers and talent to support project roles

FOUNDATION (9 months)

- Community Input & Discovery
- Well-Being Measurement
- Coalition Building
- Training
- Blueprint Development
- Volunteer Mobilization

TRANSFORMATION: 5-10 years (4 years)

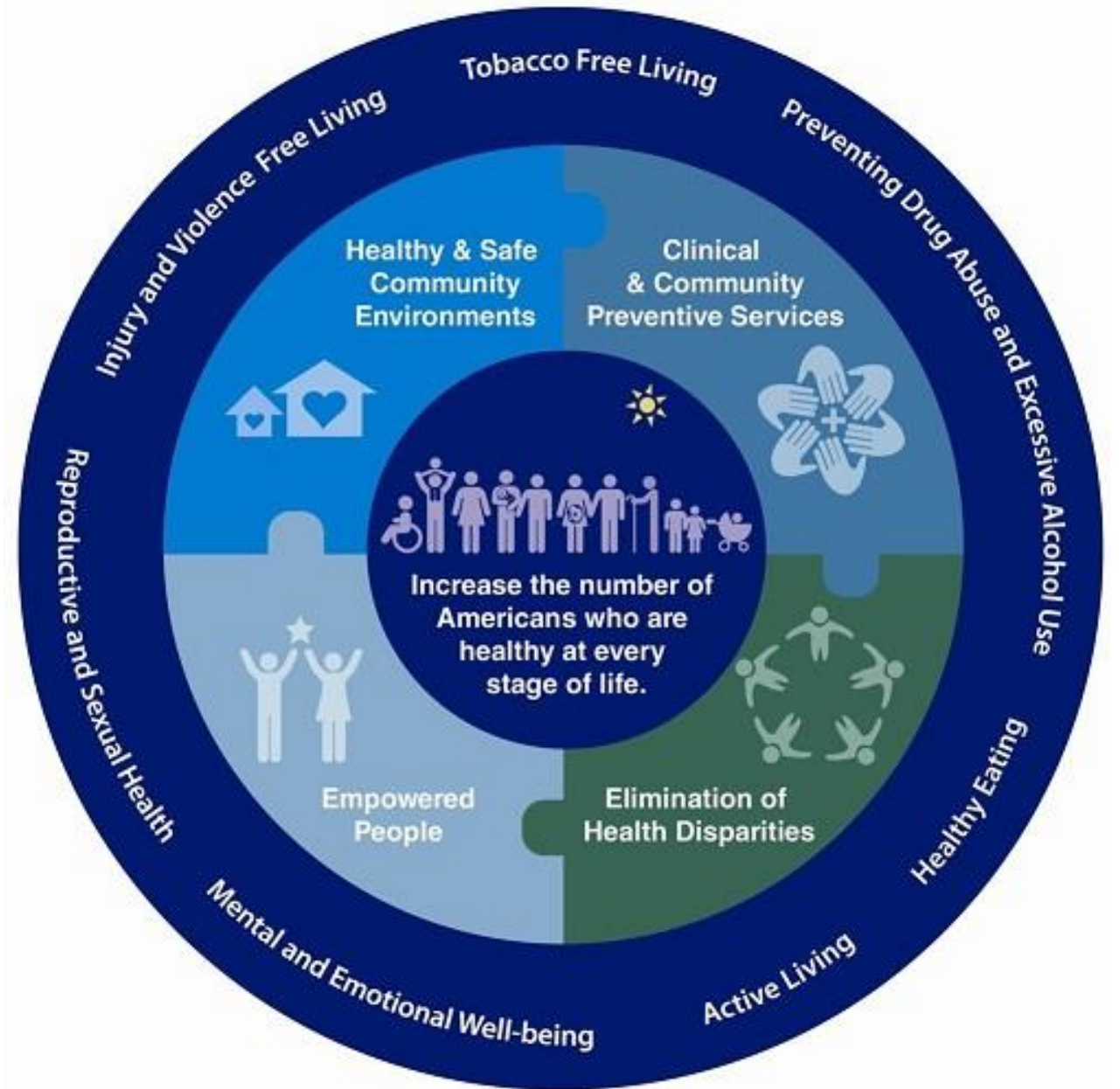
- Implement Blueprint
- Engage people and places
- Impact policy to drive environmental change
- KPIs reported on annual basis

CERTIFICATION + SUSTAINABILITY + EVOLUTION

- Celebrate!
- Create and implement sustainable blueprint
- Continue impacting well-being in the community
- Showcase outcomes using Community Well-Being Index

Mendocino County Well-Being Programs

- Tobacco Control Program
- Safe Rx Mendocino
- Drug Free Communities
- Substance Use Disorder Treatment Programs
- Nutrition Education and Obesity Prevention
- Public Health Nursing Home Visiting Program
- Healthy Families Mendocino County
- Women, Infants & Children Nutrition Program



Source: <https://www.mendocinocounty.org/government/health-and-human-services-agency/public-health/prevention-programs>

ACEs in California

ACEs = Adverse Childhood Experiences

The 3 types of ACEs include

ABUSE



Physical



Emotional



Sexual

NEGLECT



Physical



Emotional

HOUSEHOLD DYSFUNCTION



Mental Illness



Incarcerated Relative



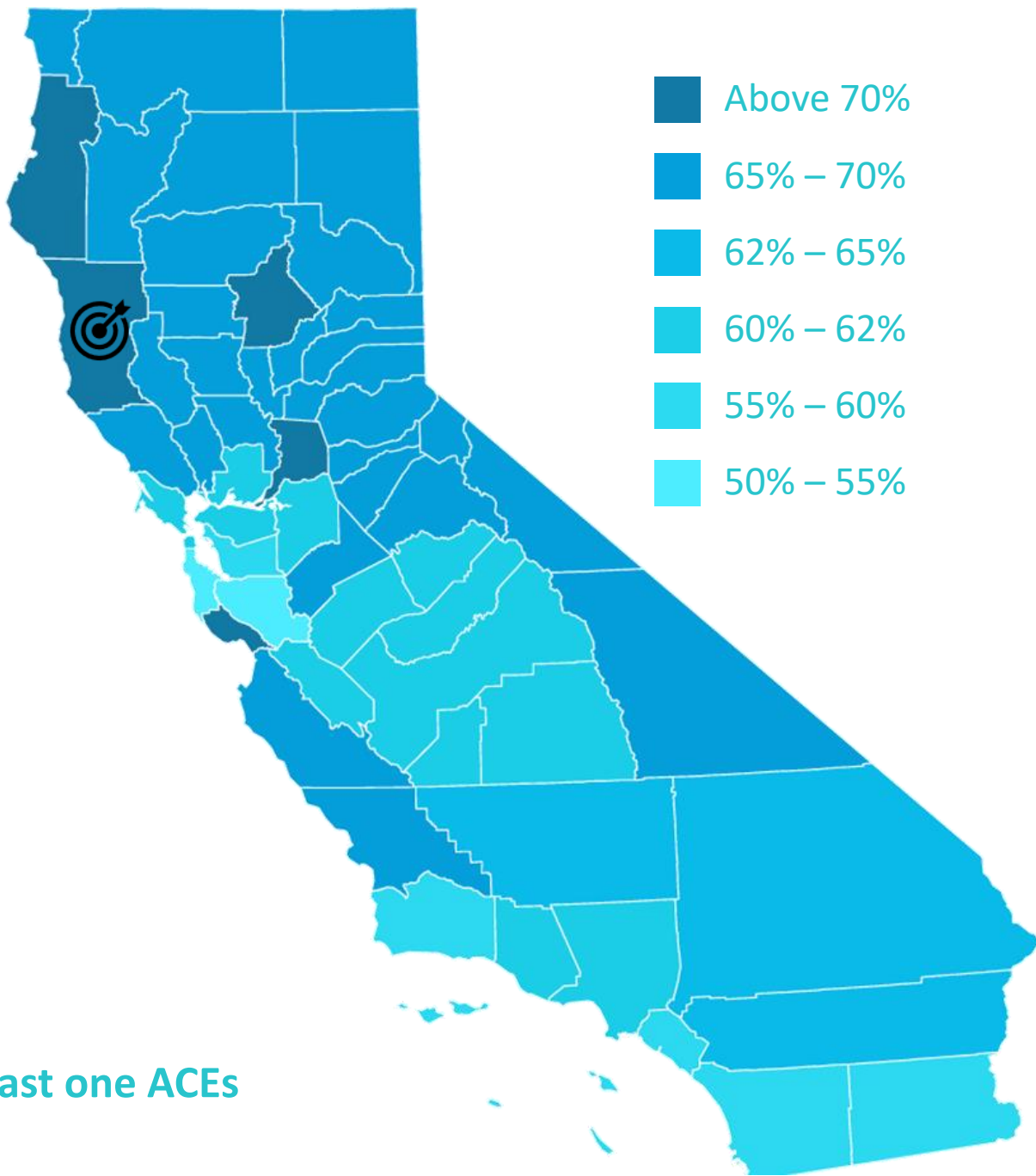
Abuse toward Parent



Substance Abuse

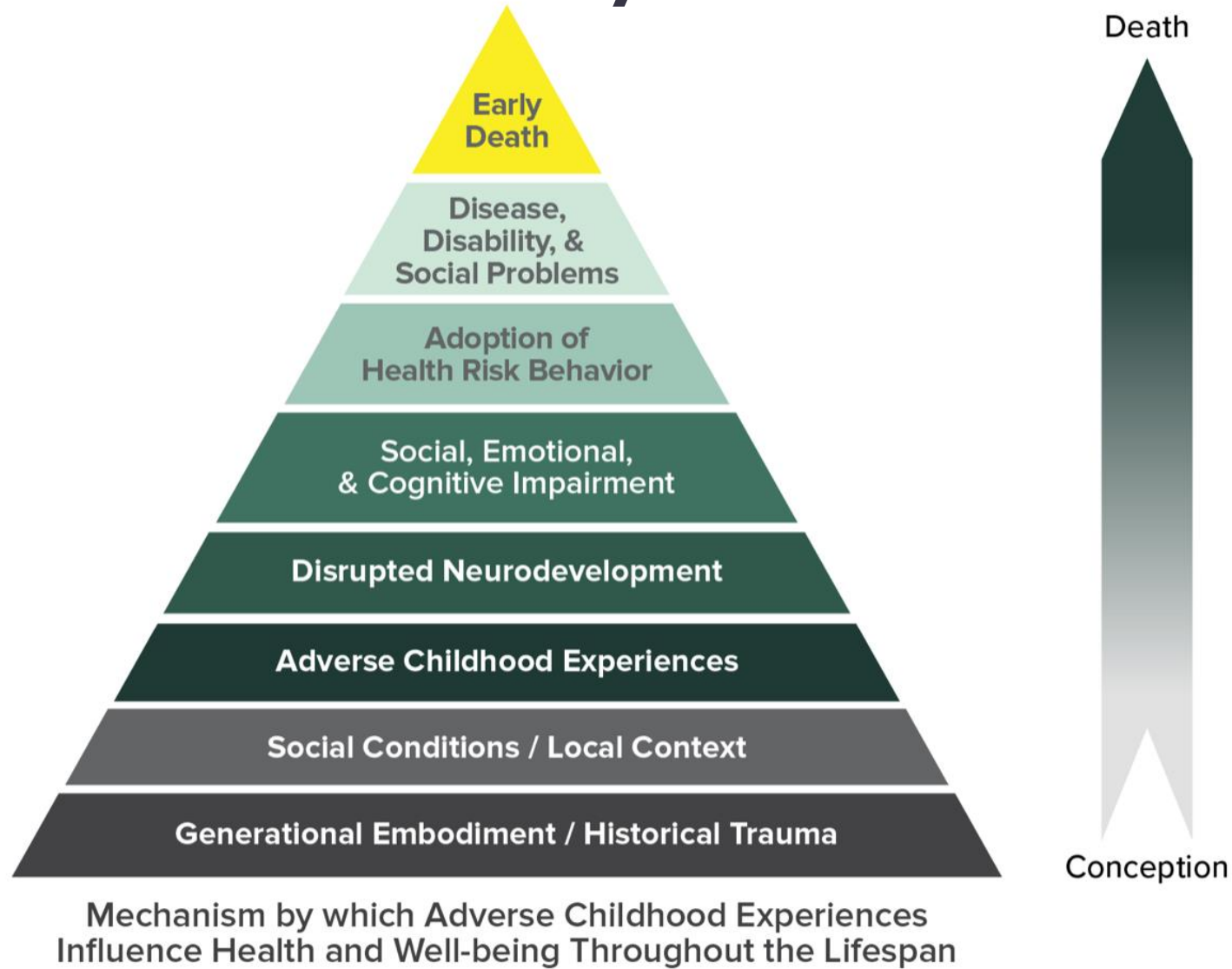


Divorce



75% of Mendocino County adults have had at least one ACEs

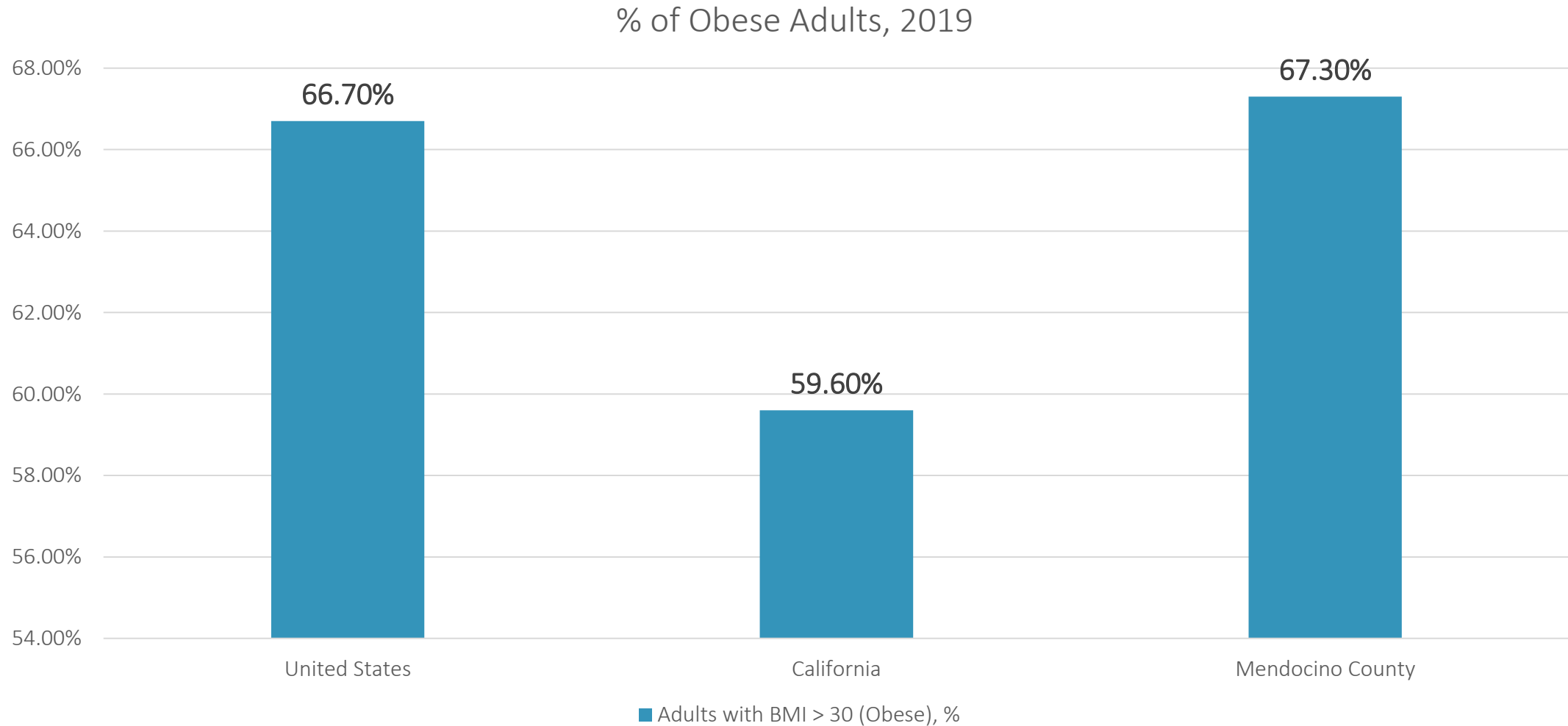
The ACEs Pyramid



Source: Centers for Disease Control and Prevention, Violence Prevention, CDC-Kaiser ACE Study, The ACE Pyramid, <https://www.cdc.gov/violenceprevention/aces/about.html>



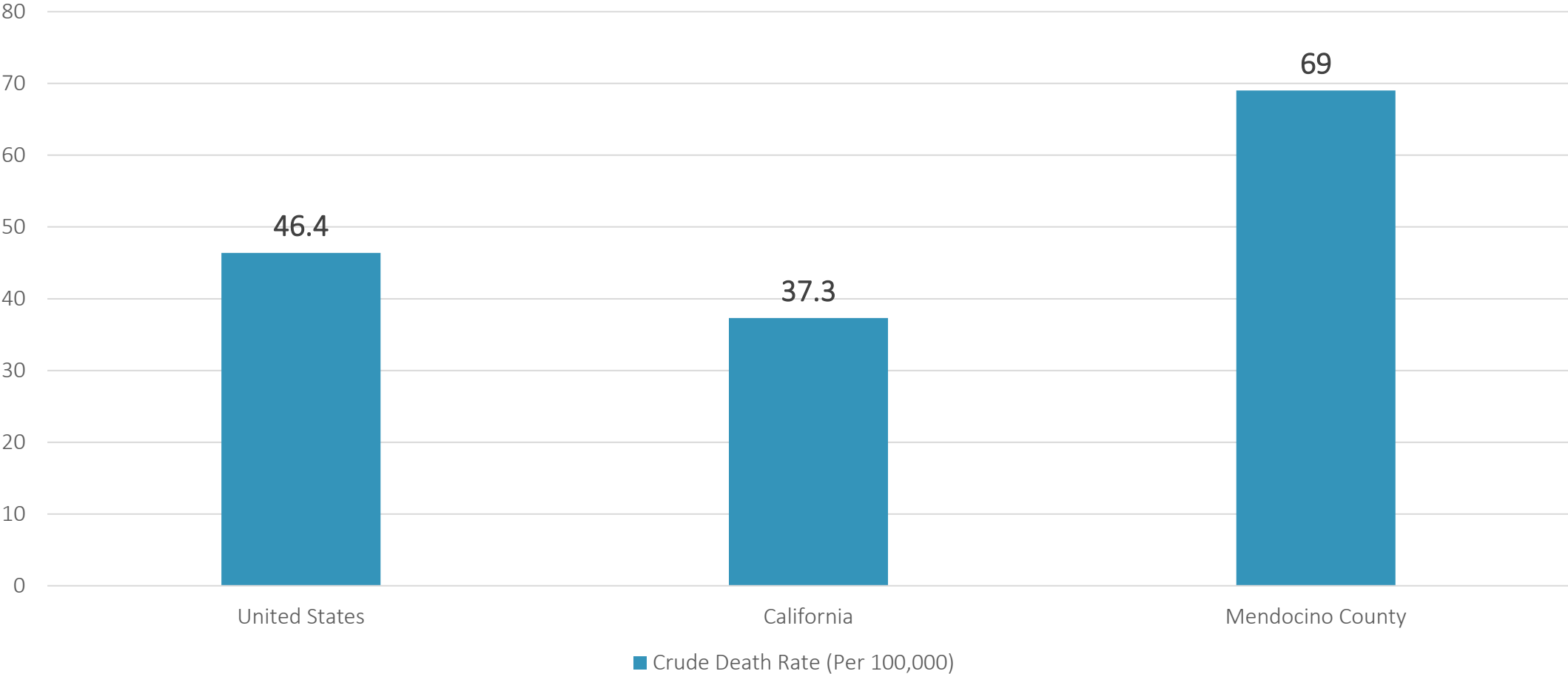
Mendocino County – Overweight or Obese



Source: California Health Interview Survey, 2019

Mendocino County – Deaths of Despair

Crude Death Rate, Deaths of Despair, 2015-2019



Source: Centers for Disease Control and Prevention, National Vital Statistics System



Improving Access to Care



Expanded Behavioral Health Services





Request

Mendocino County Board of Supervisors form an Ad Hoc Community Well-Being Committee to define how the County and Adventist Health can partner to make well-being accessible to everyone in Mendocino County.



Mendocino County Board of Supervisors Agenda Summary

Item #: 4a)

To: Board of Supervisors

From: Supervisor Williams and Supervisor Gjerde

Meeting Date: November 15, 2021

Department Contact: Supervisor Williams

Phone: 4441

Department Contact: Supervisor Gjerde

Phone: 4441

Item Type: Regular Agenda

Time Allocated for Item: 1 Hour

Agenda Title:

Discussion and Possible Action Including Adoption of Resolution Requesting Scientific Review of Jackson Demonstration State Forest

(Sponsors: Supervisor Williams and Supervisor Gjerde)

Recommended Action/Motion:

Adopt Resolution requesting scientific review of Jackson Demonstration State Forest; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

Unfortunate contention has brewed as the result of ambiguity in state policy, creating escalating conflict between residents and public servants. Only the State can adequately clarify appropriate interpretation of State climate commitments.

Alternative Action/Motion:

Do not adopt Resolution.

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

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

Item #: 4a)

annual recurring cost: N/A

revenue agreement: N/A

budget clarification: 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: Deputy Clerk

Final Status:Item Status

Date: Date Executed

Executed Item Type: item **Number:**

Note to Department Number of Original Agreements

Returned to Dept: Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.

RESOLUTION NO. 21-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUESTING SCIENTIFIC REVIEW OF JACKSON DEMONSTRATION STATE FOREST

WHEREAS, the science is convincing that our existential fight against climate change demands expanded effort to store carbon in the State's natural and working lands to remove it from the atmosphere; and

WHEREAS, the Mendocino County Board of Supervisors embraces the responsibility to mitigate the systemic risks climate change poses to humans and natural systems; and

WHEREAS, on October 7, 2020, Governor Gavin Newsom, through an executive order, committed the State of California to a goal of protecting 30% of California's land and coastal waters by 2030; and

WHEREAS, in November of 2021, leaders of more than 100 countries, including the United States, held climate talks in Glasgow and President Biden pledged to end deforestation by 2030; and

WHEREAS, the Governor's executive order directs the State's Natural Resources Agency to draw up a plan by February 1, 2022; and

WHEREAS, the County of Mendocino has an integral role to play in helping the State achieve its 30 by 30 climate goal encouraged by California's Climate Change Scoping Plan for local governments to adopt goals to reduce greenhouse gas emissions by 15% below 1990's levels by 2020, 40% below 1990's levels by 2030 and 80% below 1990's levels by 2050; and

WHEREAS, the California Department of Forestry and Fire Protection has adopted commercial Timber Harvest Plans for Jackson Demonstration State Forest based on goals not yet refreshed to reflect the State's recent climate commitments and has commenced logging; and

WHEREAS, science-based forest management is vital to bolstering long term forest health, improving forest resiliency from wildfire, protecting wildlife habitat and riparian corridors; and

WHEREAS, the County of Mendocino respects the guidance of Mendocino's indigenous people, many of whom are calling to prioritize carbon sequestration and in-forest storage, preservation and protection of Native American cultural heritage, equitable access to public lands, and the protection of California's rare and endangered species; and

WHEREAS, the State of California should ensure there is not inconsistency between Jackson Demonstration State Forest management goals and the adopted State of California climate change commitments.

NOW, THEREFORE BE IT RESOLVED, the Mendocino County Board of Supervisors urges Governor Newsom and the State's Natural Resources Agency to include any climate impacts of commercial logging on State lands in drawing up the plan to protect 30% of California's land use and coastal waters by 2030, and to publish a science-based report that evaluates carbon sequestration capacity and wildfire resiliency of current management practices, as well as alternate management scenarios, of Jackson Demonstration State Forest; and

BE IT FURTHER RESOLVED, the Mendocino County Board of Supervisors strongly urges Governor Newsom to align Jackson Demonstration State Forest management goals with the adopted State of California climate change commitments, and to do so in a way that enhances the wide-ranging scientific, recreational and economic opportunities offered by Jackson Demonstration State Forest.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this _____ day of _____, 2021, by the following vote:

AYES:
NOES:
ABSENT:

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 #: 4b)

To: Board of Supervisors

From: Supervisor Haschak and Supervisor McGourty

Meeting Date: November 15, 2021

Department Contact: Supervisor Haschak

Phone: 707-463-4441

Department Contact: Supervisor McGourty

Phone: 707-463-4441

Department Contact: Anne Molgaard

Phone: 707-472-2770

Item Type: Regular Agenda

Time Allocated for Item: 45 minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of Update Regarding the Strategic Planning Process
(Sponsor: Strategic Plan Ad Hoc Committee of Supervisors Haschak and McGourty)

Recommended Action/Motion:

Accept update and provide input regarding the next steps in the Strategic Planning Process.

Previous Board/Board Committee Actions:

On January 6, 2020, the Board of Supervisors approved and formed an ad hoc of Supervisors Haschak and McGourty to research options for the development of a Strategic Plan. On April 20, 2021, the Board of Supervisors directed staff to develop a contract with Bischoff Performance Improvement Consulting. On June 22, 2021, the Board of Supervisors Approved a Contract with Bischoff Performance Improvement Consulting in the amount of \$75,000; September 28, 2021 Bischoff Performance Improvement Consulting provided an update to the Board of Supervisors.

Summary of Request:

The Strategic Planning facilitators will update the Board on the accomplishments of the July 2021-January 2022 planning process. The facilitators and Task Force have met four times, delving into the specific input received from Department Heads, employee small groups, members of the Board of Supervisors and the Chief Executive Officer. The facilitators will share the points of convergence at this point and the plan for the next stage of input-focus groups with community groups and key informant interviews with local leaders.

The overall design can be viewed at: [Strategic Planning: June 2021- January 2022 | Mendocino County, CA](https://www.mendocinocounty.org/government/board-of-supervisors/strategic-plan-task-force)
<<https://www.mendocinocounty.org/government/board-of-supervisors/strategic-plan-task-force>>
(www.mendocinocounty.org/government/board-of-supervisors/strategic-plan-task-force)

Alternative Action/Motion:

Provide alternative direction to staff/facilitators.

Does this Item Support the General Plan? N/A

Item #: 4b)

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 1020-862189

current f/y cost: \$75,000

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

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

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Note to Department Number of Original Agreements

Returned to Dept: Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.

Final Status:Item Status

Executed Item Type: item **Number:**

A photograph of a dense forest with tall, straight tree trunks and green foliage in the background. The text is overlaid on the right side of the image.

Mendocino County Strategic Plan:

July 1, 2021-January 31, 2022

**November 2021
Update**

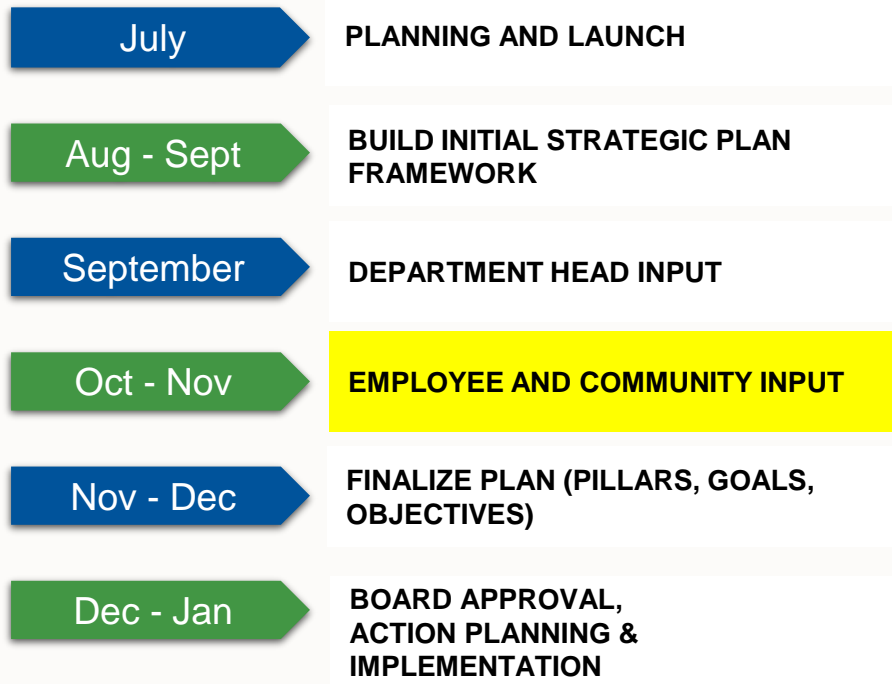
Strategic plan facilitators:

B.J. Bischoff

Gary Hochman

MENDOCINO COUNTY STRATEGIC PLANNING PROCESS

Approximate Timeline



Strategic Plan Key Components

STRATEGIC PILLARS – The few mid-term focus areas (< 5 years) that are most important in defining success. Sometimes called strategic initiatives or strategic priorities, they should build alignment and provide shape to the plan.

GOALS – The broad outcomes you want to achieve. The destination. Based on an important idea or desired future.

OBJECTIVES – The measure of the progress needed to get to the destination. A concrete stepping-stone for achieving the goal. Can be described in specific measurable terms or as a milestone to mark headway.

ACTION PLANS – The specific tactics or actions that will help you implement and achieve your objectives. Often includes dates and owners.



Strategic Planning Leadership: Project Manager and Task Force

Project Manager

Anne Molgaard, Public Health Transition Director

Task Force

- Buffey Bourassa, Behavioral Health & Recovery Services
- Katie S. Ford, Human Resources
- Elizabeth Garcia, Agriculture
- Izen Locatelli, Probation
- Michael Oliphant, Planning & Building
- Megan Van Sant, Social Services
- Glenn Mc Gourty, First District Supervisor, Ex Officio Member
- John Haschak, Third District Supervisor, Ex Officio Member

Accomplishments: October 2021

- Twice monthly Task Force meetings; Ongoing input and edits from Task Force
- Executive Office staff input meeting
- Individual interviews with 5 County government leaders nominated by the Task Force
- 5 focus groups of employees selected by Department Heads
- Leadership Initiative focus group
- Under the 4 priorities, developed 17 specific goals, each with 2-8 actionable objectives
- Developed strategy to obtain community stakeholder input



4 Strategic Priorities

**A Safe &
Healthy
County**

**An Effective
County
Government
Organization**

**A Prepared
& Resilient
County**

**A Thriving
Economy**

I. An Effective County Government Organization

- A. Define clear roles, responsibilities, and processes for government leadership
- B. Create a thriving organizational culture
- C. Implement new approaches to demonstrate our commitment to Diversity, Equity, and Inclusion (DEI)



I. An Effective County Government Organization

- D. Improve operational efficiency by streamlining processes and implementing technology-based solutions
- E. Increase transparency in government operations to build trust with employees and community
- F. Assure financial sustainability of the County



I. An Effective County Government Organization

C. Implement new approaches to demonstrate our commitment to Diversity, Equity, and Inclusion (DEI)

1. Adopt definitions and create a shared understanding of what diversity, equity, and inclusion mean.
2. Launch DEI training for all County leadership, beginning with the Board of Supervisors and CAO/CEO.
3. Hire an Equity Officer and create a multi-year plan to address disparities in treatment of County employees due to race, ethnicity, and other protected classes through training, coaching, and providing toolkits and other resources.
4. Broaden the list of organizations invited to contract with the County to include a more diverse set of organizations.



I. An Effective County Government Organization

C. Implement new approaches to demonstrate our commitment to Diversity, Equity, and Inclusion (DEI)

5. Develop a consultation policy with the ten federally recognized Tribes to build deeper working relationships.
6. Through the guidance of the Equity Officer, review existing processes and policies in every department to determine adverse impact against County residents who are Black, Indigenous, and People of Color in service delivery or access.
7. Boost pay premium for bilingual employees who use multiple languages in their positions.
8. Implement strategic job outreach and recruitment efforts to attract a more diverse candidate pool.



II. A Safe and Healthy County

- A. Provide a person-centered approach to help under-resourced and vulnerable families thrive
- B. Deliver culturally relevant public health services that focus on prevention and are guided by social determinants of health
- C. Increase access to behavioral health services
- D. Help people feel safe in their communities
- E. Implement practices that support a sustainable environment and responsible stewardship of natural resources



II. A Safe and Healthy County

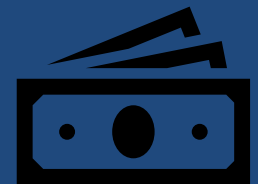
C. Increase access to behavioral health services

1. Increase partnerships and collaboration with community partners and law enforcement to deliver services to people in need.
2. Utilize Community Health Workers and Promotores in Tribal Communities and among Latinx populations to reduce the stigma of seeking help for mental health.
3. Implement Measure B plans to create a Psychiatric Health Facility (PHF), Crisis Residential Treatment Facility (CRT), and Behavioral Health Regional Training Center.
4. In conjunction with other health and human services departments, apply for additional grant funding from state and federal sources to address County needs.



III. A Thriving Economy

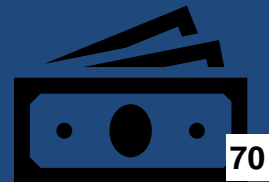
- A. Support a vibrant economy
- B. Support increased housing stock at a range of affordability levels
- C. Improve broadband communications infrastructure throughout the County



III. A Thriving Economy

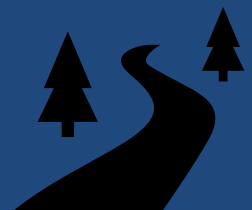
B. Support increased housing stock at a range of affordability levels

1. Explore the creation of a workforce housing initiative and other creative programs to enable County employees to be able to afford to live in Mendocino County.
2. Identify one County executive who would have accountability for housing programs, from market-rate to housing for unhoused residents, and have responsibility for obtaining additional State and Federal grants.
3. Interview developers and housing industry stakeholders and develop a plan to reduce barriers and time relative to permitting.
4. Discover and implement strategies to provide housing opportunities for people who are unhoused.
5. Create forums and dialog with County residents about the value of and need for housing and commercial opportunities.



IV. A Prepared and Resilient County

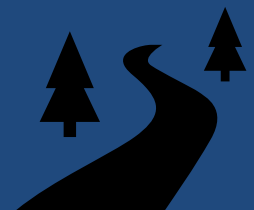
- A. Increase disaster/emergency preparedness and resiliency
- B. Ensure access to rural fire protection and emergency medical services
- C. Improve and maintain transportation and road systems/access routes



IV. A Prepared and Resilient County

A. Increase disaster/emergency preparedness and resiliency

1. Create and implement training and an operational plan to ensure 24/7 readiness of the County's Emergency Operations Center (EOC).
2. Develop a site for a permanent EOC with necessary, up-to-date equipment.
3. Post social media messages, provide training programs, and conduct public meetings in English and Spanish throughout the County on the topic of emergency preparedness.





Next Steps:

November-December

- Employee survey to assess priority goals and obtain additional input
- 8 community focus groups
 - Cities & Towns elected officials & staff
 - Business: Chambers, Farm Bureau, Realtors, ranchers, vintners, etc.
 - Tribal Council leaders
 - Healthcare: FQHCs, clinics, hospitals, Coastal Valley EMS
 - Service Clubs: Rotary, Kiwanis, Soroptimists, etc.
 - Public safety agencies—fire, police
 - CBOs/Nonprofits: Community Foundation, North Coast Opportunities, Climate Action Advisory Committee, etc.
 - Latinx groups—conducted in Spanish: Ukiah Vecciones en Action, Mendocino Latinx Alliance, Mendocino College Latinx group, etc.



Next Steps: November-December

- Individual interviews with key community members who don't participate in focus groups
- 3 Virtual Town Halls—one per Priorities 2, 3, and 4 plus some of Priority 1
- Work with Task Force to integrate input from stakeholders into the Strategic Plan
- Revise draft goals and objectives, based on additional stakeholder input
- Obtain additional input from Supervisors—would like individual feedback on each version of goals & objectives



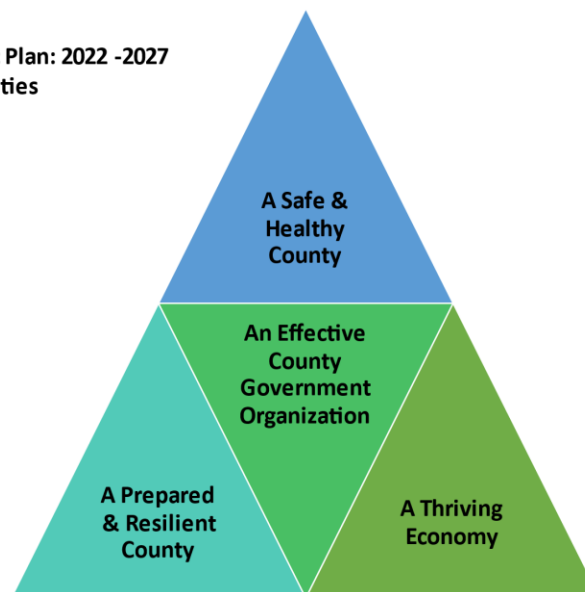
Questions & Comments



Mendocino County Strategic Plan: 2022-2027
Update prepared by B.J. Bischoff and Gary Hochman, Project Consultants
November 9, 2021

In July 2021, Mendocino County entered into an agreement with Sonoma-based Bischoff Consulting (Consultant B.J. Bischoff) in partnership with The HR Matrix (Consultant Gary Hochman) to facilitate the development of a five-year strategic plan for Mendocino County. The consultants are working with Project Manager Anne Molgaard and a Task Force comprised of six County employee leaders with knowledge of County government operations. County Supervisors McGourty and Haschak serve as Ex Officio members of the Task Force. To inform the direction of the plan, the consultants have gathered input from all five Supervisors, the CEO, five County government leaders identified by the Task Force, six focus groups comprised of a total of 35 County employees, all Department Heads, and staff from the Executive Office. The current version of the plan draft consists of 17 goals under these four priority areas: (1) An Effective County Government Organization; (2) A Safe and Healthy County; (3) A Thriving Economy; and (4) A Prepared and Resilient County. These priorities and draft goals with corresponding objectives appear below. In alignment with the County leadership's expectations, the objectives presented in this draft plan are designed to be specific, actionable, and primarily achievable through the County's existing budget and available resources. In November and December 2021, the consultants will continue to refine these goals and objectives through continued input from the County Supervisors, the Task Force, County employees and community members. The next steps in the planning process include administering a survey among all County employees to obtain input on priorities; conducting virtual focus groups of County residents from specific, targeted sectors and individual interviews with key stakeholders; and conducting three virtual town halls that each address a specific priority of the plan. The consultants expect to complete the project in January 2022.

Mendocino County Strategic Plan: 2022 -2027
Strategic Priorities



Draft Priorities, Goals & Objectives

Revised 11/9/21

I. An Effective County Government Organization

A. Define clear roles, responsibilities, and processes for government leadership

1. Make determinations about key roles for county governance, including the CEO/CAO and CFO/Director of Finance.
2. Create operating agreements for how the Supervisors will work with one another and with the CAO/CEO, CFO/Director of Finance, and Department Heads.
3. In collaboration, Supervisors, Department Heads, CAO/CEO, and other elected County leaders create a *Code of Conduct* that defines acceptable behavior and sets expectations for accountability.
4. Create groupings of departments with similar functions and assign Supervisors as liaisons with the Department Heads from those groups to conduct regular meetings that promote healthy communication and greater cooperation across departments.

B. Create a thriving organizational culture

1. Attract and retain the best employees by identifying why people join, stay, and leave County government and making needed improvements informed by annual surveys for current employees and exit interviews for all departing employees.
2. Invest in employee professional growth and retention by continuing to offer high quality training, development, and leadership programs.
3. Create a compensation and benefits philosophy, participate in salary surveys, and complete competitive market matching every two years. Adjust wages as appropriate.
4. Continue Department Heads meetings. Identify leadership behaviors to move the County closer to the ideal High Performance Organization culture and hold leaders accountable for implementing new behaviors and encouraging leaders at all levels of the organization.
5. Strengthen the County's Leadership Initiative and High-Performance Organization culture through the implementation of projects, coaching, and performance improvement initiatives that promote leadership at all levels with support from senior leaders and the Board of Supervisors.

C. Implement new approaches to demonstrate our commitment to Diversity, Equity, and Inclusion (DEI)

1. Adopt definitions and create a shared understanding of what diversity, equity, and inclusion mean.
2. Launch DEI training for all County leadership, beginning with the Board of Supervisors and CAO/CEO.
3. Hire an Equity Officer and create a multi-year plan to address disparities in treatment of County employees due to race, ethnicity, and other protected classes through training, coaching, and providing toolkits and other resources.
4. Broaden the list of organizations invited to contract with the County to include a more diverse set of organizations.
5. Develop a consultation policy with the ten federally recognized Tribes to build deeper working relationships.
6. Through the guidance of the Equity Officer, review existing processes and policies in every department to determine adverse impact against County residents who are Black, Indigenous, and People of Color in service delivery or access.

7. Boost pay premium for bilingual employees who use multiple languages in their positions.
8. Implement strategic job outreach and recruitment efforts to attract a more diverse candidate pool.

D. Improve operational efficiency by streamlining processes and implementing technology-based solutions

1. Redesign the hiring process to drastically reduce cycle time from open requisition to new employee start date.
2. Evaluate the existing portfolio of County software and applications based on pre-determined criteria including reliability and ease of use, among others. Identify and prioritize the software that needs to be updated and budget for it accordingly.
3. Audit core processes for conducting business in every department to determine where technology can support organizational effectiveness and efficiencies. Perform a cost-benefit analysis of moving to a technology-based solution and prioritize investments across departments.
4. Establish expectations for every department to complete a minimum of one process improvement project each year to improve efficiencies, reduce costs, and increase customer service.
5. Provide opportunities for employees to have the information they need to perform their jobs and provide training and coaching to help them analyze the best data available to make informed decisions.

E. Increase transparency in government operations to build trust with employees and community

1. Strengthen internal communications to provide equitable access and increased understanding among County employees of organizational information, budgets, decisions, and emerging changes in direction.
2. Build an internal communications team to increase information sharing with the public and conduct periodic public forums with the aim of improving community engagement and trust.
3. Simplify the County website for ease of use and access to information.
4. Offer all County communications, including the website, with a Spanish language option.
5. Offer automated and paper-driven processes to serve the needs of diverse communities.

F. Assure financial sustainability of the County

1. Create a collective approach to grant funding, from research of funding opportunities to spending, with the expectation that all departments will collaborate.
2. Identify new sources of money to align with the discretionary funding required to deliver on strategic initiatives.

II. A Safe and Healthy County

A. Provide a person-centered approach to help under-resourced and vulnerable families thrive

1. Enhance collaboration among departments to provide a *one door* approach to services so community members can access services from multiple departments through one point of entry.

2. In partnership with local community-based organizations, design and implement approaches to providing families easier access to programs and services that match their needs, including providing both printed and online information and satellite offices.
3. Support community partners' efforts to achieve food security and improved nutrition among County residents.

B. Deliver culturally relevant public health services that focus on prevention and are guided by social determinants of health

1. Review public health programs to be sure they are based on sound research, lead to positive results, and focus on prevention.
2. Fill open requisitions to ensure adequate staffing for effective program delivery.
3. Implement the Public Health Department's six strategic priorities to improve emergency preparedness, external communication, immunizations, organizational culture, prevention, and collaboration among staff and community partners.

C. Increase access to behavioral health services

1. Increase partnerships and collaboration with community partners and law enforcement to deliver services to people in need.
2. Utilize Community Health Workers and Promotores in Tribal Communities and among Latinx populations to reduce the stigma of seeking help for mental health.
3. Implement Measure B plans to create a Psychiatric Health Facility (PHF), Crisis Residential Treatment Facility (CRT), and Behavioral Health Regional Training Center.
4. In conjunction with other health and human services departments, apply for additional grant funding from state and federal sources to address County needs.

D. Help people feel safe in their communities

1. Develop new approaches for law enforcement organizations and criminal justice partners to work in coordination with other County departments and community-based organizations to reduce recidivism and incarceration.
2. Design and implement multiple types of collaborative community-oriented law enforcement solutions based on best practices in public safety to increase citizen engagement and understanding.
3. Identify and implement strategies that prevent youth entry into the criminal justice system.

E. Implement practices that support a sustainable environment and responsible stewardship of natural resources

1. Develop a strategy for a sustainable water supply that includes the identification of potential new sources of water and/or expansion of existing surface water delivery systems
2. Reduce the carbon footprint of County facilities and operations by installing solar microgrids, purchasing electric vehicles, and reducing the use of fossil fuels.
3. Support sustainable forestry, agriculture, and landscapes as a County policy with a focus on lowering carbon emissions.

III. A Thriving Economy

A. Support a vibrant economy

1. Collaborate with economic development partners in the County to identify actions the County can take to support their business development, expansion, and attraction goals.
2. Implement policies and practices to make it easier for businesses to start-up and expand.

B. Support increased housing stock at a range of affordability levels

1. Explore the creation of a workforce housing initiative and other creative programs to enable County employees to be able to afford to live in Mendocino County.
2. Identify one County executive who would have accountability for housing programs, from market-rate to housing for unhoused residents, and have responsibility for obtaining additional State and Federal grants.
3. Interview developers and housing industry stakeholders and develop a plan to reduce barriers and time relative to permitting.
4. Discover and implement strategies to provide housing opportunities for people who are unhoused.
5. Create forums and dialog with County residents about the value of and need for housing and commercial opportunities.

C. Improve broadband communications infrastructure throughout the County

1. Seek grants and partner with cell companies to expand communications infrastructure within the County to improve access to broadband, wireless, and cell services.

IV. A Prepared and Resilient County

A. Increase disaster/emergency preparedness and resiliency

1. Create and implement training and an operational plan to ensure 24/7 readiness of the County's Emergency Operations Center (EOC).
2. Develop a site for a permanent EOC with necessary, up-to-date equipment.
3. Post social media messages, provide training programs, and conduct public meetings in English and Spanish throughout the County on the topic of emergency preparedness.

B. Ensure access to rural fire protection and emergency medical services

1. Support recruitment efforts of firefighters for volunteer fire departments.
2. Work with the Mendocino County Fire Safe Council to develop Neighborhood Fire Safe Councils in communities throughout the County.
3. Seek funding to increase the number of available ambulances with advanced life support features.

C. Improve and maintain transportation and road systems/access routes

1. Identify supplemental funding sources to implement priority road system improvements.

2. Determine the feasibility of increasing Mendocino Transit Authority routes and access points and implement changes accordingly.
3. Encourage the development of road associations through public education and support.