

AGREEMENT

**Between
The Mendocino County Air Quality Management District
And
The Willits Unified School District
For
Installation and Operation of Trailer-Mounted Air Monitoring Equipment on
Willits Unified School District Property**

1. This Agreement is entered into by and between the Mendocino County Air Quality Management District ("Air District") and the Willits Unified School District ("School District").
2. The School District agrees to permit the Air District to install and maintain trailer-mounted air monitoring equipment at Blosser Lane Elementary School, located at 1277 Blosser Lane, Willits, California (the "property"), for the purpose of collecting ambient air quality data. The Air District may place its trailer or trailers within the area shown on the map attached hereto as Exhibit A (the "Site"), which is incorporated herein by this reference.
3. The Site is located within a locked, fenced area at the Blosser Lane Elementary School. The School District shall provide the Air District a key to the fenced area for authorized Air District personnel as necessary to install, operate, and maintain the air monitoring equipment at the Site, and shall continue to provide Air District with such access to the Site for the duration of this Agreement.
4. The School District agrees to provide access to a 20-amp electrical service, including a 120-volt disconnect switch suitable for outdoor use, for the purpose of supplying electrical power to the air monitoring equipment.
5. The Air District agrees to pay the School District SIX HUNDRED DOLLARS (\$600.00) per year for its use of the Site and electrical costs of operating the trailer(s) under this Agreement.
6. This Agreement shall, commence on July 1, 2025, and have term of ten (10) years. This Agreement may be terminated by:
 - a. the mutual written agreement of both parties,
 - b. the permanent removal of the air monitoring equipment by the Air District from the Site,

- c. The School District, after having provided two (2) years written notice to the Air District of its determination to terminate this Agreement.
7. The parties agree to work cooperatively to resolve any issues that may arise under this Agreement in good faith.
8. 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.

Addresses for purpose of giving notice are as follows:

To Air District: Mendocino County Air Quality Management District
1100A Hastings Road
Ukiah, CA 95482
Attn:

To School District: Willits Unified School District
1277 Blosser Lane
Willits, CA 94590
Attn: John Baker

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.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

08/25/2025

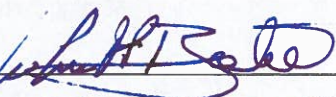
Budget Unit: 0327

Line Item: 862210

Grant: ☒ Yes ☐ No

Grant No.: YAPm103

WILLITS UNIFIED SCHOOL DISTRICT

By: 

Date: 9/9/2015

NAME AND ADDRESS:

John Baker

1277 Blosser Lane

Willits, CA 95490

MENDOCINO COUNTY AIR QUALITY
MANAGEMENT DISTRICT

By: _____

JOHN HASCHAK, Chair
BOARD OF DIRECTORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____

Deputy

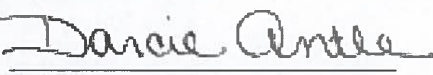
I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____

Deputy

INSURANCE REVIEW:

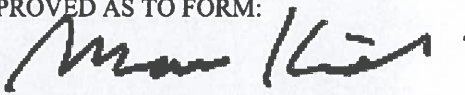
By: 

Risk Management

Date: 08/25/2025

COUNTY COUNSEL REVIEW:

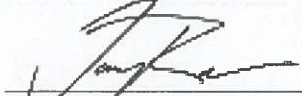
APPROVED AS TO FORM:

By: 

COUNTY COUNSEL

Date: 08/25/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 

Deputy CEO or Designee

Date: 08/25/2025

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

ty

