

**SECOND ADDENDUM TO
AGREEMENT FOR BUILDING SAFETY SERVICES
BETWEEN THE COUNTY OF MENDOCINO
AND THE CITY OF FORT BRAGG**

This Second Addendum ("Addendum") is made and entered into this 24th day of June, 2025 ("Effective Date"), by and among the City of Fort Bragg, a municipal corporation ("City") and the County of Mendocino ("County").

WHEREAS, City and County entered into an Agreement for Building Safety Services dated November 29, 1994 (the "Agreement"), under which County agreed to provide building safety services and enforcement of uniform building codes within the City, subject to City's reimbursement of County's costs; and

WHEREAS, City and County entered into a First Addendum to the Agreement dated September 23, 1996, under which the City added additional services from County related to enforcement of the Uniform Code of Abatement of Dangerous Buildings; and

WHEREAS, City and County desire to clarify that the services provided under the Agreement are non-exclusive and City retains the right to perform the services or contract out a portion of its building safety services to a third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to amend the Agreement to add the following:

1. City retains the right, in its sole discretion, to perform building safety services or contract with a third-party provider to render building safety services, which are hereby defined as those services outlined in Exhibit A of the Agreement and to refer requests for said services to such third-party provider.
2. Paragraph D of Exhibit A is hereby amended to read "All building permits shall be applied for at City's offices. City shall obtain all sign-off's by City departments (Planning, Public Works, Fire Department) before referring any building permit application to County for processing. County shall have no obligation to accept a building permit application for processing without all City department sign-off's."
3. The County and City agree that County shall only be responsible for or obligated to provide or render any building safety services under the Agreement, including plan review, oversight or enforcement, for permit applications that are specifically referred to the County by the City and accepted by County for processing pursuant to Paragraph D of Exhibit A as amended herein.
4. The County and City further agree that County has no responsibility or obligation to provide or render to City any building safety services for permit applications not referred to the County by City and accepted by County for processing pursuant to Paragraph D of Exhibit A as amended herein. For permit applications not referred to County, this specifically means County shall not (a) serve as the "Building Official" for the City, (b) maintain building files with permits not approved by County, (c) provide

technical support to the public or contractors, or (d) provide any review, oversight, or enforcement related to such permit applications.

5. To the fullest extent permitted by law, City shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from any work or the provision of building safety services undertaken by any third party provider, or by any subcontractor of a third party provider, or any person employed by a third party provider, or under any subcontractor or in any capacity. City shall also, at City's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from any work or the provision of building safety services undertaken by any third party provider, or by any subcontractor of a third party provider, or any person employed by a third party provider, or under any subcontractor or in any capacity.
6. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
7. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
8. This Second Addendum may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one Agreement together with Second Addendum and the First Addendum.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Addendum to be executed by and through their respective authorized officers, as of the date first above written.

[Signatures on next page.]

DEPARTMENT FISCAL REVIEW:

See Page 3-B
DEPARTMENT HEAD _____ DATE _____
Budgeted: ☐ Yes ☒ No
Budget Unit: 2851
Grant: ☐ Yes ☒ No
Grant No.: N/A

CITY OF FORT BRAGG

By: See Page 3-B
Date: _____
ADDRESS OF CITY:
416 North Franklin Street
Fort Bragg, CA 95437

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS
Date: 06/24/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 06/24/2025

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

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 06/24/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man/Kin
COUNTY COUNSEL

Date: 06/10/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/10/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Deputy CEO
Deputy CEO or Designee

Date: 06/10/2025

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: _____

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD Julia King DATE _____

Budgeted: ☐ Yes ☒ No

Budget Unit: 2851

Grant: ☐ Yes ☒ No

Grant No.: N/A

CITY OF FORT BRAGG

By: [Signature]

Date: 6/10/25

ADDRESS OF CITY:

416 North Franklin Street

Fort Bragg, CA 95437

COUNTY OF MENDOCINO

By: _____

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

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: Darcie Antle
Risk Management

Date: 06/10/2025

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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:

E [Signature]

Date: 06/10/2025

E

B

Date: 06/10/2025

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: _____