

Law Enforcement Agreement
Mendocino County Sheriff-Coroner Office
and
The City of Point Arena

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 1st day of July, 2017 by and between the COUNTY OF MENDOCINO, (hereinafter referred to as "County") and the CITY OF POINT ARENA (hereinafter referred to as "City").

RECITALS

WHEREAS, CITY is desirous of contracting with COUNTY for the performance of law enforcement services by the Mendocino County Sheriff's Office (hereinafter referred to as "Sheriff's Office"); and

WHEREAS, CITY receives an annual allocation of Supplemental Law Enforcement Program (COPS) funds in the amount of \$100,000 to be used exclusively for front-line law enforcement services CITY; and

WHEREAS, COUNTY is agreeable to rendering such law enforcement services to CITY in exchange for payment of CITY's current annual COPS allocation, \$100,000, and on the terms and conditions set forth in this Agreement; and

WHEREAS, such law enforcement services agreements are authorized and provided for by California Government Code Section 51301.

NOW THEREFORE is agreed that CITY does hereby retain COUNTY to provide the services described in in the Agreement, and COUNTY accepts such engagement, on the Terms and Conditions hereinafter specified in this Agreement. This Agreement contains the following sections:

1. General Terms and Conditions
2. Scope of Services
3. Personnel
4. Obligations of City
5. Payment Terms
6. Insurance Requirements

The term of this Revenue Agreement shall be from July 1, 2017 through June 30, 2022.

The compensation payable to COUNTY by CITY hereunder shall not exceed CITY's allocation of COPS funds for the term of this Revenue Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MENDOCINO COUNTY SHERIFF-CORONER
OFFICE FISCAL REVIEW:**

By: Matt Kendall 10-27-20
MATT KENDALL, SHERIFF DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: SO - 826254

Grant: ☐ Yes ☒ No

Grant No.: n/a

CITY OF POINT ARENA

By: Richard Shoemaker
RICHARD SHOEMAKER
CITY MANAGER

10/20/2020
DATE

NAME AND ADDRESS OF CONTRACTOR:

City of Point Arena

P.O. Box 67

Point Arena, CA 95458

Phone: 707-882-2122

Email: cm@pointarena.ca.gov

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 OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Lindsay Daugherty
Deputy FEB 25 2021

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

CARMEL J. ANGELO, Clerk of said Board

By: Lindsay Daugherty
Deputy FEB 25 2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Manager

FISCAL REVIEW:

By: Vanille Ram
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: Vanille Ram
CARMEL J. ANGELO, Chief Executive Officer

1. GENERAL TERMS AND CONDITIONS

- 1.1 **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CITY shall assume the defense of and indemnify, at County's sole cost and expense and with legal counsel approved by the City whose approval shall not be unreasonably withheld, and hold COUNTY, its officers, employees, volunteers and agents harmless from and against any and all claims, demands, damages, costs liabilities, injuries or death and all losses, including reasonable attorneys' fees and costs of litigation and losses occurring or resulting, or alleged to be occurring or resulting from CITY's performance of its obligations under this Agreement, including the CITY's active or passive negligence, unless arising out of the sole negligence or willful misconduct of COUNTY. CITY's obligation to indemnify, defend and hold COUNTY, its officers, employees and agents harmless, shall specifically include any legal action filed against COUNTY in which it is alleged that any CITY ordinance is unlawful or unconstitutional. Any insurance coverage shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless COUNTY.

To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), COUNTY shall assume the defense of and indemnify, at County's sole cost and expense and with legal counsel approved by the City whose approval shall not be unreasonably withheld, and hold CITY, its officers, employees, volunteers and agents harmless from and against any and all claims, demands, damages, costs liabilities, injuries or death and all losses, including reasonable attorneys' fees and costs of litigation, and losses occurring or resulting, or alleged to be occurring or resulting from COUNTY's performance of its obligations under this Agreement, including the COUNTY's active or passive negligence, unless arising out of the sole negligence or willful misconduct of CITY. Any insurance coverage shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless CITY.

- 1.2. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to COUNTY as provided in Section 5 hereto as funding permits.
- 1.3. **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 CITY: City of Point Arena
 P.O. Box 67
 Point Arena, CA 95468
 Attn. City Manager

To COUNTY: Mendocino County Sheriff Office
 951 Low Gap Rd.
 Ukiah, CA 95482
 ATTN: MCSO Fiscal
 Email: mcsso-contracts@co.mendocino.ca.us

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.

- 1.4. TERMINATION: Each party has and reserves the right to suspend, terminate or abandon the execution of any work by the COUNTY without cause at any time upon giving to the other Party prior written notice. In the event that the CITY should abandon, terminate or suspend the COUNTY's work, the COUNTY 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 section 2 hereto, provided that the maximum amount payable to COUNTY for its services as listed in Section 2, "Scope of Services", shall

not exceed \$100,000 (per Fiscal Year) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

- 1.5. 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.
- 1.6. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
- 1.7. 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.
- 1.8. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CITY and COUNTY 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.
- 1.9. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
- 1.10. 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.
- 1.11. 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 1.1), shall survive termination or expiration for two (2) years.
- 1.12. 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.

- 1.13 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.

////////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////////

2. SCOPE AND PERFORMANCE OF SERVICES

COUNTY shall provide the following services:

- 2.1. COUNTY will furnish through the Mendocino County Sheriff's Office Deputy Sheriffs and all ancillary equipment needed to provide general law enforcement services to within the city limits of the City in the manner hereinafter set forth in this Agreement.
- 2.2. Services provided by COUNTY shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of California, and under the CITY's municipal codes. The Sheriff or his designee shall assign, identify and make available a deputy contact who is assigned to CITY. Said deputy shall become familiar with CITY and any specific law enforcement issues or locations requiring law enforcement, specifically, schools, drinking establishments and the City Park. Deputies providing services pursuant to this agreement shall be responsible for maintaining order, crime prevention, investigations, traffic and parking enforcement, once a parking enforcement system is established by CITY, and enforcement of CITY's Municipal Code to the extent that enforcement of municipal ordinances is customarily rendered by the Sheriff.
- 2.3. COUNTY shall also make arrests and transport arrestees to the Mendocino County Jail in Ukiah, California.
- 2.4. COUNTY shall respond to calls for service within the city limits of the City of Point Arena, subject to the limitations provided in paragraph 2.2.
- 2.5. COUNTY agrees to patrol within the City of Point Arena, however major law enforcement events and emergencies may reduce the service level provided under this Agreement. However a deputy will be assigned to respond to all law enforcement emergencies and events occurring within the City.

- 2.6 COUNTY agrees that the funds paid pursuant to this agreement shall include reasonable costs associated with law enforcement services provided at CITY special events within the city limits of the City of Point Arena. Said services will not replace private security hired by CITY for special events, as require by the Sheriff's Office. Additionally, such services shall not include law enforcement services associate with private events.
- 2.7 COUNTY agrees that the Sheriff will meet with CITY at least once per year, in the month of June, or as otherwise arranged by the Parties, regarding this Agreement. COUNTY agrees to have the Mendocino County Sheriff's Office Coastal Commander meet quarterly with CITY to discuss the law enforcement needs of CITY and the law enforcement services provided to the CITY and the surrounding area to date, provided that meetings are prearranged by agreement of both parties at least two weeks in advance.
- 2.8. COUNTY shall provide animal control services,
- a. Animal control services shall include:
 - i. Impoundment of dogs at large (COUNTY does not pick-up cats);
 - ii. Investigate animal cruelty and neglect violations;
 - iii. Investigate and quarantine of rabid and suspected rabid animals;
 - iv. Investigate complaints, i.e., nuisance, barking, chasing, vicious etc.;
 - v. Hold administrative review hearings when requested;
 - vi. Take up and convey injured animals for treatment.
 - b. CITY has adopted Mendocino County Code Title 10, Animal Care and Control for its regulation of Animals. CITY shall notify COUNTY prior to adopting any other ordinance related to the care and control of animals.
 - c. Work schedule of animal control personnel to be established by COUNTY. The basic work week is Monday through Friday from 8:00 am to 5:00 pm. However, the COUNTY may modify its work schedule at any time, without permission from CITY, in order to meet special or unique needs.
 - d. COUNTY services do not include dead animal pick up.
 - e. COUNTY will respond to domestic animal type calls for service in the city limits during Animal Control Officers normal working hours. The COUNTY will establish work hours for Animal Control Officers

- f. Except for emergency type calls or public safety type calls, i.e., loose vicious dogs, the COUNTY will not respond to calls inside the city limits to handle animal related calls for service outside of Animal Control Officers normal working hours.
 - g. Barking dog calls can be held for Animal Control Officers who can handle these calls during normal working hours the following work day.
- 2.9. Except as otherwise provided in this agreement, for the purpose of performing services pursuant to this Agreement, COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 2.10. Notwithstanding the foregoing, it is mutually agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the CITY not normally provided by the Sheriff is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of CITY, the same shall be supplied by the CITY at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the Sheriff's specifications.
- 2.11. CITY agrees to assist COUNTY with housing options for South Coast Resident Deputies.
- 2.12. COUNTY agrees to work jointly with CITY to recruit South Coast Resident Deputies.

////////////////////////////////[END OF SCOPE AND PERFORMANCE OF SERVICES]////////////////////////////////

2. PERSONNEL

- 3.1. The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the Sheriff.
- 3.2. In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, CITY shall be consulted and a mutual determination thereof shall be attempted by both the Sheriff and CITY. In an unresolved dispute the Sheriff shall have final and conclusive determination as between the parties hereto.
- 3.3. Any CITY employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of CITY and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from COUNTY based on this Agreement.
- 3.4. CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for CITY. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee or agent of COUNTY for injury or sickness arising out of his/her employment as a contract employee of CITY.

////////////////////////////////////[END OF PERSONNEL]////////////////////////////////////

3. OBLIGATIONS OF CITY

CITY agrees to:

- 4.1. CITY shall allow the continued use of the office space currently occupied by COUNTY at their Point Arena City Hall located at 451 School Street (aka 24000 S. Highway 1) in Point Arena, California.
- 4.2 Allow COUNTY to house all necessary service related equipment at 451 School Street (aka 24000 S. Highway 1) in Point Arena, California.
- 4.3 COUNTY shall not be charged for the use of the above referenced building.

////////////////////////////////////[END OF OBLIGATIONS OF CITY]////////////////////////////////////

4. PAYMENT TERMS

CITY shall pay COUNTY per the following instructions:

5.1 CITY agrees to pay to the COUNTY the amount of Supplement Law Enforcement Program (COPS) funds allocated to the CITY each Fiscal Year. Payments are to be paid out in twelve equal payments over each Fiscal Year. Current COPS funding is \$100,000 per Fiscal Year. 1/12th is \$8,333.33 monthly.

5.2 COUNTY will bill CITY by the 10th of each month for the current month's services.

5.3 COUNTY will send invoices to:

City of Point Arena
City Clerk
P.O. Box 67
Point Arena, Ca. 95458

5.4 CITY will send payments to:

Mendocino County
Sheriff-Coroner Office
951 Low Gap Rd.
Ukiah, Ca. 95482
Attn: MCSO Fiscal

////////////////////////////////////[END OF PAYMENT TERMS]////////////////////////////////////

5. INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CITY 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.

CITY shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following for CITY owned property or CITY personnel:

- 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.

CITY shall add the County of Mendocino, its officers, agents, employees and volunteers as additional insured to the insurance policies required by this Agreement, but only insofar as operations under this agreement are concerned.

////////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////////