

**COUNTY OF MENDOCINO  
SERVICES AGREEMENT**

This Agreement is entered into this 3<sup>rd</sup> day of AUGUST, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Willits, a Municipal Corporation, located within Mendocino County, hereinafter called "City".

**WITNESSETH**

WHEREAS, COUNTY wishes to extend to the residents of the CITY certain services, which the Mendocino County Sheriff's Office is equipped, staffed, licensed, and prepared to provide; and

WHEREAS, the Mendocino County Sheriff's Office is willing and able to perform duties and render services to be necessary or appropriate for the welfare of 2

WHEREAS, the Mendocino County Sheriff's Office believes the provisions of these services to the residents is in their best interests, and agrees to perform such duties and render such services, as outlined more specifically below.

NOW, THEREFORE, we agree as follows:

1. The term of this Agreement shall be from July 1, 2021, through June 30, 2022.

2. DEFINITIONS:

- A. MAY - is permissive
- B. SHOULD - is desirable
- C. SHALL - is mandatory

3. COMPLIANCE WITH LAWS AND ORDINANCES:

All services to be performed by COUNTY pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances, regulations, titles, and departmental procedures.

4. SERVICE ELIGIBILITY:

Services provided under this Agreement shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, ancestry or handicap.

5. SERVICES:

In consideration of the payment hereinafter set forth, COUNTY shall perform the services set forth in Exhibit "A" attached hereto and incorporated herein.

6. PAYMENT:

The compensation payable to COUNTY under this contract shall not exceed \$22,000 unless amended in writing by both parties. Payment shall be made in accordance with the schedule set forth on Exhibit "B".

7. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES:

CITY certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and any other federal and state laws pertaining to equal employment opportunity and that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, handicap, age, sex, national origin, or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation, or termination.

8. INDEMNITY:

COUNTY shall defend, indemnify, and hold CITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of COUNTY's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, agents, or employees.

CITY shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of CITY's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, its officers, agents, or employees.

9. RELATIONSHIP OF PARTIES:

It is expressly understood that this is an Agreement by and between two independent contractors and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.



10. CONTRACT TERMS:

The terms of this Agreement shall commence on July 1, 2021 and expire on June 30, 2022, provided, however, that COUNTY or CITY may terminate this Agreement for any reason by giving written notice to the other at least thirty (30) days in advance of the effective date of such termination.

In the event this Agreement is terminated prior to June 30, 2022, CITY shall be reimbursed on a prorated basis for only that portion of the contract term during which COUNTY did not provide services pursuant to this Agreement.

11. 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.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or 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 by telex or 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
	Mendocino County Sheriff's Office
	951 Low Gap Road
	Ukiah, CA 95482

Attn.: Fiscal Unit – My Lan Do Nguyen

To CITY:

CITY OF WILLITS  
111 E. Commerical Street  
Willits, Ca. 95490  
Attn: Deputy City Manager

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 telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. 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.

13. VENUE:

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be litigated in the Superior Court of California in Mendocino County, Ukiah Branch, or in the United States District Court, Northern District of California.

14. 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.

15. 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 CITY 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



16. HEADINGS

17. TIME:

////////////////////////////////////

## IN WITNESS WHEREOF

## MCSO FISCAL REVIEW:

DB Jul 9, 2021  
SHERIFF'S OFFICE DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: SO - 826242

Grant: ☐ Yes ☒ No

Grant No.: n/a

## COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: **AUG 04 2021**

## ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
**AUG 04 2021**

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
**AUG 04 2021**

## INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: **07/06/2021**

## CONTRACTOR/COMPANY NAME

By: see page 6a

Date: \_\_\_\_\_

## NAME AND ADDRESS OF CONTRACTOR:

Deputy City Manager, City of Willits

111 E. Commercial St.

Willits, CA 95490

Ph: (707) 459-7121

Em: cmoorhead@cityofwillits.org

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: [Signature]  
Deputy

Date: **07/06/2021**

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: **07/06/2021**

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

Exception to Bid Process Required/Completed ☐ n/aMendocino County Business License: ☒ Exempt

Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p) \_\_\_\_\_

## IN WITNESS WHEREOF

## MCSO FISCAL REVIEW:

SHERIFF'S OFFICE Jul 9, 2021  
DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: SO - 826242

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: \_\_\_\_\_  
Risk Management

Date: 07/06/2021

## CONTRACTOR/COMPANY NAME

By: B. J. ForDate: 07.12.21

## NAME AND ADDRESS OF CONTRACTOR:

City Manager, City of Willits

111 E. Commercial St.

Willits, CA 95490

Ph: (707) 459-7121

Em: cmoorhead@cityofwillits.org

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: Brina Blanton  
Deputy

Date: 07/06/2021

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: Chris  
Deputy CEO

Date: 07/06/2021

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

Exception to Bid Process Required/Completed ☐ n/aMendocino County Business License: ☒ Exempt

Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p)



## EXHIBIT A

### DEFINITION OF SERVICES

The COUNTY shall provide the following services:

1. The COUNTY shall provide CITY six hours (6) of animal control patrol service per week or a total of 312 hours per year. Those services include:
  - a. Impoundment of dogs at large (COUNTY does not pick-up cats);
  - b. Investigate animal cruelty and neglect violations;
  - c. Investigate and quarantine of rabid and suspected rabid animals;
  - d. Investigate complaints, i.e., nuisance, barking, chasing, vicious etc.;
  - e. Hold administrative review hearings when requested;
  - f. Take up and convey injured animals for treatment;
2. 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.
3. COUNTY does not enforce city codes.
4. No enforcement services provided to CITY pursuant to this agreement that are based on violations Title 10 of the Mendocino County Code of Ordinances shall be performed until CITY has adopted Title 10 of the Mendocino County Code of Ordinances, titled "Animals".
5. COUNTY services do not include dead animal pick up.
6. 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
7. 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.
8. Barking dog calls can be held for Animal Control Officers who can handle these calls during normal working hours the following work day.

////////////////////////////////////End of Exhibit A////////////////////////////////////



**EXHIBIT B****PAYMENT TERMS**

1. COUNTY will invoice CITY upon execution of this Agreement and CITY agrees that no later than 30 days after the "Effective Date" of this Agreement for fiscal year 2021/2022.
2. It will transfer Twenty Two Thousand Dollars (\$22,000) to COUNTY representing payment for services as described in Exhibit (A) for fiscal year 2021/2022.
3. The COUNTY shall be entitled to collect and retain all fees and fines for providing services in Exhibit (A).
4. Budget Outline:

Officer Salary:	\$16,224
Mileage: At Current IRS Rate	\$1,670
Equipment & Maintenance	\$4,106
Total	\$22,000

\*note: mileage is 60 miles per week

5. CITY shall send payment to:

Mendocino County  
Sheriff-Coroner Office  
951 Low Gap Rd.  
Ukiah, Ca. 95482  
Attn. Fiscal Unit – My Lan Do Nguyen

6. Payment under this agreement shall not exceed \$22,000 for the term of the agreement.

////////////////////////////////////End of Exhibit B////////////////////////////////////