

## Memorandum of Understanding Between City of Santa Rosa and the County of Sonoma

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the County of Sonoma, a political subdivision of the state of California (County) and the City of Santa Rosa, a Municipal Corporation (City).

### RECITALS

City desires to contract with County for the services of a minimum of a four-person Adult Crew, supervised by the County Probation Department, to provide weed abatement services for Private and City-owned parcels as described in Exhibit A attached hereto for the City.

### MOU

#### 1. Scope of Services

County shall provide a minimum of a four-person crew for eight-hour work days to provide the services described in Exhibit A. County will provide appropriate equipment, if needed and agreed upon in advance by both parties, as described in Exhibit B.

#### 2. Term

Services shall commence on or after April 1, 2021 and continue as needed through March 31, 2022. The term of this MOU shall be for one year. City and County may, upon mutual written agreement of both parties, extend this MOU for up to three (3) additional one-year terms.

#### 3. Compensation

City shall pay County \$1,210 for each day of services provided by five or fewer crew members or \$1,310 for each day of services provided by six to ten crew members as described in Exhibit A – Scope of Services and shall provide appropriate equipment as described in Exhibit B – Schedule of Daily Equipment Charges. Total authorized contract amount shall not exceed \$150,000. The City's Chief Financial Officer is authorized to pay all proper claims from various charge numbers.

#### 4. Invoicing

County shall submit all invoices in an approved format for completed task items to City on a monthly basis.

#### 5. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents and employees, from and against any and all claims, loss administrative proceedings, regulatory proceedings, damages, causes of action, liability, costs or expenses to the extent caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefits acts, or other employee benefit acts.

As to any actions, claims, damages, or expenses that may be asserted by any third party arising out of or in connection with the performance of this MOU or arising out of any action,

claim, lawsuit, or proceeding directly or indirectly attacking the validity of this MOU (collectively “third party actions”), the parties agree to cooperate and provide a common defense to such third party actions. In the event of notification to either party of third party action(s), the parties shall meet and agree on the manner of providing defense and the equitable sharing of the cost thereof, including the allocation of any settlement or judgment.

#### 6. Insurance Requirements

County shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Exhibit C, “Insurance Requirements”, which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Exhibit C is a material element of this MOU and a material part of the consideration provided by County in exchange for the City’s agreement to make the payment prescribed hereunder.

Failure by County to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this MOU by the County, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this MOU. Notwithstanding the foregoing, County may provide evidence of self-insurance to the City prior to the commencement of any services under this MOU that meets the requirements of Exhibit C. In addition, any failure by County to maintain required insurance coverage shall not excuse or alleviate County from any of its other duties or obligations under this MOU.

#### 7. Enforceability

To the fullest extent allowed by law, the provisions of this MOU shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### 8. Notices

Any notice, submittal or communication required or permitted to be served on a party shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Either City or County may from time to time designate an alternate person or office for service in a written notice given to the other. Notices shall be deemed sufficiently served five (5) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon person delivery. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

SCPC: Carla Maus  
County of Sonoma  
Probation Department  
Supervised Adult Crews  
300 Fiscal Drive  
Santa Rosa, CA 95403  
Telephone: (707) 565-3372

City: Paul Lowenthal  
City of Santa Rosa  
Fire Department  
2373 Circadian Way  
Santa Rosa, CA 95407  
Telephone: (707) 543-3542

9. Relationship

The parties do not intend by this MOU to establish or create a partnership, joint venture, joint enterprise, or any business relationship.

10. Termination

It is mutually agreed that if funding for the County's SAC Program is reduced or if performance under this MOU would cause a financial hardship to the County, then County shall have the option of cancelling this MOU, with no liability occurring to the County, upon sixty (60) days' written notice.

City shall have the right to terminate this MOU for convenience at any time by giving a written notice of termination to County. If City gives such notice of termination, County shall immediately cease rendering services pursuant to this MOU. If City terminates this MOU, City shall pay County the reasonable value of services rendered by County prior to termination. In this regard, County shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by County. City shall not in any manner be liable for lost profits that might have been made by County had the MOU not been terminated or had County completed the services required by this MOU.

11. Captions

The captions in this MOU are for convenience only and are not part of this MOU. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any part hereof.

12. Counterparts and Electronic Signatures

This MOU and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one MOU. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and County wish to permit this MOU and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either party to this MOU may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the MOU. The parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective MOU. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

IN WITNESS WHEREOF, City and County have executed this MOU as set forth below.

CITY: CITY OF SANTA ROSA  
A municipal corporation

By: \_\_\_\_\_  
Sean McGlynn, City Manager

SCPC: SONOMA COUNTY PROBATION CAMP

By:  \_\_\_\_\_  
Matt Perry, Deputy Chief

APPROVED AS TO FORM FOR CITY OF SANTA ROSA:

By: \_\_\_\_\_  
Office of the City Attorney

APPROVED AS TO FORM FOR COUNTY OF SONOMA:

By: \_\_\_\_\_  
County Counsel

Attachments: Exhibit A – SCPC Scope of Services  
Exhibit B – Schedule of Daily Equipment Charges  
Exhibit C – Insurance Requirements

# SONOMA COUNTY

## PROBATION DEPARTMENT SUPERVISED ADULT CREW

David M. Koch  
Chief Probation Officer



To: Paul Lowenthal  
Agency: City of Santa Rosa Fire Department  
Address: 2373 Circadian Way  
Santa Rosa, CA 95407

Date: January 25, 2021

From: Carla Maus, Division Director

### Exhibit A

#### Scope of Services

Sonoma County Probation Supervised Adult Crew (SAC) agrees to provide all labor and equipment necessary to perform the following work for the City of Santa Rosa Fire Department (SRFD), known as "City Vegetation Abatement".

Work will consist of the following: at the direction of SRFD's representatives SAC will provide the labor and equipment to remove vegetation and debris from private and City-owned properties identified by SRFD. Any waste material that requires disposal will be brought to the City's Maintenance Yard on Stony Point Rd. and discarded appropriately.

The Sonoma County Probation Department, agrees to provide:

- Peace Officer trained in offender management, first aid/CPR, and safe work practices
- Workers' Compensation and liability insurance coverage
- Field Supervisor support and coordination
- All hand-held tools and small power tools necessary including OSHA protective gear
- Heavy equipment and operator available at additional hourly rate (see *Exhibit B*)
- Up to ten (10) low risk offenders per crew

Proposal Amount: ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)

Services shall commence on or after April 1, 2021 and continue as needed through March 31, 2022. Crew Rate is based on existing MOU between SAC and SRFD.

Billing will be based on crew size, per day, as follows:

Crew Size of 6 to 10	\$ 1,310.00
5 or fewer	\$ 1,210.00

It is mutually agreed that if funding for the County's SAC Program is reduced or if performance under this agreement would cause a financial hardship to the County, then County shall have the option of cancelling this Agreement, with no liability occurring to the County, upon sixty (60) days' written notice.

Payment schedule to be as follows: Incremental billing based on work completed during a thirty (30) day cycle commencing from the first day of work of a calendar month.

This Notice of Agreement, if unsigned, is null and void after 60 days from the above date.

# SONOMA COUNTY

## PROBATION DEPARTMENT

David M. Koch  
Chief Probation Officer



### Exhibit B

#### Schedule of Daily Equipment Charges

John Deere 210LE Tractor	\$ 410 Per Day
Operator	\$ 595 Per Day
Kubota M5-091 mower	\$ 390 Per Day
Operator	\$ 595 Per Day
John Deere 310 SJ – Backhoe	\$ 410 Per Day
Operator	\$ 595 Per Day
Tacheuchi TB016 Excavator	\$ 390 Per Day
Operator	\$ 595 Per Day
PeterBilt 10 wheeler/10 ton Dump Truck	\$ 499 Per Day
Operator	\$ 595 Per Day

Note: Operator charges will be dismissed when and if the actual operator will be the acting Crew Supervisor assigned to the Work Crew during the day of use.

**Adult Probation Services**

600 Administration Drive,  
Room 104-J  
Santa Rosa, CA 95403  
(707) 565-2149  
FAX (707) 565-2504

**Jail Alternatives & Services**

600 Administration Drive,  
Room 104-J  
Santa Rosa, CA 95403  
(707) 565-8291  
FAX (707) 565-8294

**Juvenile Probation Services**

7425 Rancho Los Guilicos Road,  
Dept. B  
Santa Rosa, CA 95409  
(707) 565-6229  
FAX (707) 565-6329

**Juvenile Hall**

7425 Rancho Los Guilicos Road,  
Dept. A  
Santa Rosa, CA 95409  
(707) 565-6300  
FAX (707) 565-6393

**Probation Camp**

7400 Steve Olson Lane  
Forestville, CA 95436  
(707) 565-8900  
FAX (707) 565-8903

**Administrative Services**

600 Administration Drive,  
Room 104-J  
Santa Rosa, CA 95403  
(707) 565-2731  
FAX (707) 565-2503

**Day Reporting Center**

2400-A County Center Drive  
Santa Rosa, CA 95403  
(707) 565-8041  
FAX (707) 565-2009

# Exhibit C

## ATTACHMENT ONE INSURANCE REQUIREMENTS FOR GENERAL SERVICES AGREEMENTS

- A. Insurance Policies:** Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1.	Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2.	Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
4.	Pollution Liability	(contact Risk Mgmt for limits and whether pollution insurance required – if not required, remove this requirement)	If the work involves lead-based paint or asbestos identification/remediation, the policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the policy must not contain mold exclusion and the definition of "Pollution" in the policy must include microbial matter, including mold.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.