

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

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Santa Rosa hereinafter referred to as "CITY" and the County of Sonoma, acting by and through its Human Services Department, hereinafter referred to as "COUNTY."

RECITALS

CITY desires to contract with COUNTY for the services of a supervised crew with a minimum of four (4) youth crew members and a maximum of six (6) youth crew members, and one (1) crew leader, to provide litter abatement and vegetation management services for the CITY as described in Exhibit A attached hereto.

Now, therefore, CITY and COUNTY agree as follows:

MEMORANDUM OF UNDERSTANDING

1. Scope of Services.

COUNTY will provide a supervised minimum 4-person youth crew and maximum six (6) youth crew and 1 crew leader for a period of 4 weeks (or longer if the maximum Compensation is not exceeded) to provide the services described in Exhibit A.

2. Term.

Services shall commence during a period mutually agreed upon by both parties for a total of 4 weeks (or longer if the maximum Compensation is not exceeded) beginning on or after August 20, 2018, to be completed no later than October 31, 2018.

3. Compensation.

CITY will reimburse COUNTY a maximum of \$26,015.04 for services provided, as outlined in Exhibit B. CITY's Chief Financial Officer is authorized to encumber the total remaining funds from JL Key 70769 (approximately \$10,085) and the remaining funds (approximately \$15,930) from Key 330501.

4. Invoicing.

COUNTY shall submit all invoices for completed task items to CITY within 30 days.

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 arising from or in connection with, or 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 benefit 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 payments 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 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 personal 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:

To COUNTY:	Attn: Cristin Tuidier County of Sonoma Human Services Department 2227 Capricorn Way, Suite 100 Santa Rosa, CA 95407 Telephone: 707- 565-8504 <a href="mailto:ctuidier@schsd.org">ctuidier@schsd.org</a>
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To CITY:	Attn: Alistair Bleifuss City of Santa Rosa Water Department - Storm Water & Creeks 69 Stony Circle Santa Rosa, CA 95401 Telephone: 707-543-3845 <a href="mailto:ableifuss@srcity.org">ableifuss@srcity.org</a>
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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. Captions.


The captions in this MOU are for convenience only and are not a 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.

IN WITNESS WHEREOF, CITY and COUNTY have executed this MOU as set forth below.

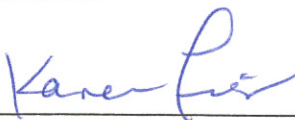
CITY OF SANTA ROSA,  
a Municipal Corporation

APPROVED AS TO FORM FOR CITY OF SANTA ROSA

By: \_\_\_\_\_  
Chris Coursey, Mayor

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

COUNTY OF SONOMA,  
a political Subdivision

By:  \_\_\_\_\_  
Karen Fies, Director, Human Services Department

- Attachments: Exhibit A - Scope of Work  
Exhibit B - Budget  
Exhibit C - Insurance Requirements

## Exhibit A – Scope of Work

### The Sonoma County Youth Ecology Corps

#### I. Program Overview

Overseen and administered by the Sonoma County Human Services Department, the Sonoma County Youth Ecology Corps provides youth and young adults with meaningful, paid work experience and the opportunity to explore careers and develop work-readiness skills. Youth contribute to their community while working in crews completing environmental and conservation-related projects that have benefits to the community. Contracted youth service providers conduct outreach and recruitment to attract youth interested in an ecology or ecology-related career path, including youth with barriers that may consist of homelessness, pregnant/parenting, basic skills deficient, dropout, disabled, justice system involved, runaway, and/or foster youth. Contracted youth providers will ensure that all potential participants are screened for suitability for program participation and in compliance with requirements as dictated by County.

#### II. Deliverables:

- A. One crew comprised of a minimum of 4 crew members and a maximum of 6 crew members and 1 crew leader(s) for a period of 4 weeks, starting on or around August 20, 2018.
- B. The crew leader(s) and crew will be on site and ready to work at designated time as negotiated with Youth Provider Agency. Youth are paid for transportation to and from the worksite.
- C. The County's contracted youth service providers will provide a complete schedule/calendar of activities at the beginning of the summer or cycle, including days the crew is participating in off-site activities and days and hours that educators will be visiting the crews on-site.

#### III. Roles and Responsibilities

##### A. City

1. Provide oversight responsibility of the site(s) where work will be performed by the crew.
2. Provide on-site staff to interface with the crew leader.
3. At no time will minors be allowed to use power tools.

##### B. COUNTY

1. County agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
2. County will require youth service providers to recruit youth that are supported by other funding sources, so as to ultimately lower the fiscal cost for the City.

3. The County agrees to offer City the option to interview and have input on the crew leader assigned to their crew.
4. The County agrees to; if possible, offer City the option to interview youth prior to placement.
5. County will contract with a youth service provider that will:
  - a. Hire and supervise youth and young adults.
  - b. Serve as the employer of record for crew members and crew leaders.
  - c. Provide crew with personal safety gear.
  - d. Provide crew with necessary tools and transportation.
  - e. Provide a portable toilet for the crew if one is not available on site.
  - f. Ensure that all safety, health and legal requirements are addressed.

IV. Budget:

- A. Funding: The maximum amount paid under the Agreement shall be twenty-six thousand, fifteen dollars and four cents (\$26,015.04).
  1. The attached budget includes costs for tools, transportation, safety equipment, oversight, coordination and miscellaneous overhead.
  2. County will work with contracted youth providers to enroll eligible youth into other funding sources so as to lessen the cost to City.
  3. County to invoice City for actual costs following project completion.

**Exhibit B - Budget**

	Wage/ hour	Hours/ week	Base Wage	P/R Taxes & Benefits (26%)	TOTAL WAGES
Crew Member	\$13	32	\$416.00	\$108.16	\$524.16
Crew Leader	\$22	40	\$880.00	\$228.80	\$1,108.80

	<u># of Youth</u> Crew Leader	# of Weeks	Total Wages	Operating Costs per youth / month	# of Youth	# of Months	TOTAL Operating
Crew Member	6	4	\$12,579.84	\$1,500.00	6	1	\$9,000.00
Crew Leader	1	4	\$4,435.20				

**TOTAL Crew Cost  
\$26,015.04**

\* Possible August 20 start date

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**A. Insurance Policies:** County shall, at all times during the term of this MOU, 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.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
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 coverage (Code 1), or if County 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 compensation Limits and Employer's Liability Insurance with limit of and employer's no less than \$ 1 million per accident for bodily injury liability 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 County, its employees, agents and subcontractors.

**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, County's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the County'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 County'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:** County 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 MOU. 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 MOU shall prohibit County from waiving any right of recovery prior to loss. County hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by County and available or applicable to this MOU are intended to apply to the full extent of the policies. Nothing contained in this MOU 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 County or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, County 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 MOU is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.