

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA ROSA AND THE BOYS AND GIRLS CLUB OF CENTRAL SONOMA COUNTY RELATED TO THE ROSELAND AREA PROJECTS – ROSELAND AREA ANNEXATION AND ROSELAND AREA/SEBASTOPOL ROAD SPECIFIC PLAN

This Memorandum of Understanding (“MOU”) is made and entered into as of this ____ day of _____, 2015, by and between the Boys and Girls Club of Central Sonoma County (“Boys and Girls Club”), and the City of Santa Rosa, a municipal corporation (“City”).

Recitals

- A. On April 1, 2014, the Santa Rosa City Council appropriated funding for the Roseland Area Annexation, including funding for community outreach.
- B. City desires to provide childcare services at Roseland area community outreach meetings to increase the likelihood that parents will participate in these meetings.
- C. Boys and Girls Club has offered to provide childcare services during community outreach meetings.

MOU

NOW, THEREFORE, City and Boys and Girls Club hereby agree as follows:

1. Program Description

- A. From April 22, 2015 through September 20, 2016, the parties will work together to provide childcare services for school age children, grades kindergarten through eight. The childcare services will be offered during Community Workshop and Steering Committee meetings for the Roseland Area Annexation and Roseland Area/Sebastopol Road Specific Plan.
- B. The parties anticipate childcare will be provided to approximately 40 school age children per meeting.

2. City Obligations

City will provide the following:

- A. Childcare times and locations to Boys and Girls Club representative not less than seven days prior to each community outreach meeting.
- B. Childcare space and payment of associated fees.

- C. Payment to Boys and Girls Club of a fee of \$40 (forty dollars) per hour. Payment shall be made within 30 days following each community outreach meeting.

3. Boys & Girls Club Obligations

Boys and Girls Club shall:

- A. Provide childcare services to children grades kindergarten through eight during each community meeting held by City on the dates, during the times, and at the locations identified by City. Childcare providers shall arrive 30 minutes prior to the start of each meeting and depart when the last child has been picked up by their guardian.
- B. In compliance with all applicable laws, use only qualified and trained childcare providers at a ratio of not less than two providers per 40 children.
- C. Ensure maximum room capacity at childcare locations is not exceeded and immediately notify City's representative if and when such capacity is reached.
- D. Ensure childcare providers are certified in CPR and first aid.
- E. Inform City of the number of children who were provided childcare following each meeting.
- F. Comply with all provisions of Public Resources Code section 5164 and Penal Code section 11105.3. Boys and Girls Club further agrees that every agent, employee and volunteer of Boys and Girls Club who may have direct contact with minors under this MOU shall successfully undergo a background investigation pursuant to Penal Code section 11105.3 before providing any services related to this MOU.
- G. At its sole cost and expense, keep in effect or obtain at all times during the term of this MOU any applicable licenses, permits, or approvals that are legally required for Boys and Girls Club to provide services under this MOU.

5. Effective Date/Term of MOU/Termination

This MOU shall be effective on the date it is made above and shall expire on September 30, 2016. Notwithstanding the foregoing, City may suspend services under this MOU, or terminate this MOU prior to the expiration of the term, effective upon written notice to Boys and Girls Club.

6. Indemnification

Boys and Girls Club shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Boys and Girls Club, its officers, employees, agents or volunteers, in the performance of services related to this MOU, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to

indemnify, Boys and Girls Club's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify. The existence or acceptance by City of the insurance policies or coverages described in this MOU shall not affect or limit any of City's rights under this Section 6. This Section shall survive expiration or sooner termination of this MOU.

7. Insurance

a. Boys and Girls Club shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this MOU and a material part of the consideration provided by Boys and Girls Club in exchange for City's agreement to make the payments prescribed hereunder. Failure by Boys and Girls Club to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this MOU by Boys and Girls Club, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this MOU. Notwithstanding the foregoing, any failure by Boys and Girls Club to maintain required insurance coverage shall not excuse or alleviate Boys and Girls Club from any of its other duties or obligations under this MOU.

b. Boys and Girls Club agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Boys and Girls Club agrees that the insurance coverages and limits provided under this MOU are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

8. Confidentiality

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this MOU pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to Child Abuse Reporting agencies as required by law.

9. Assignment Prohibited

No party to this MOU may assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

10. Nondiscrimination

Boys and Girls Club agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any activity for which Boys and Girls Club is providing services under this MOU.

11. Entire Agreement

This document contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this MOU. No alteration to the terms of this MOU shall be valid unless approved in writing by Boys and Girls Club, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

12. Notices

Except as otherwise provided in this MOU, 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. 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:

City Representative:

Jessica Jones, Senior Planner
Community Development Department
City of Santa Rosa
100 Santa Rosa Avenue, Room 3
Santa Rosa, CA 95404
T: (707) 543-3410
F: (707) 543-3269

Boys and Girls Club Representative:

Jason Weiss, Co-Chief Executive Officer
Boys and Girls Club of Central Sonoma County
1400 North Dutton Avenue, #14
Santa Rosa, CA 95401
T: (707) 528-7977 x102
F: (707) 528-7933

13. Authority and Execution

Each person executing this MOU on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee that such partnership, corporation or trustee has the full right and authority to enter into this MOU and perform all of its obligations hereunder.

Executed as of the day and year first above stated.

**BOYS AND GIRLS CLUB OF CENTRAL
SONOMA COUNTY**
A California Non-profit Corporation

CITY OF SANTA ROSA
a Municipal Corporation

Signatures of Authorized Persons:

By: JA.W.

Print Name: Jason A. Weiss

Title: Co-CEO

By: _____

Print Name: _____

Title: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

Attachment: Attachment One, Insurance Requirements

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS (w/ CHILDCARE)**

A. Insurance Policies: The Boys and Girls Club of Central Sonoma County (“Boys and Girls Club”) shall, at all times during the terms 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.

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. 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.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Boys and Girls Club has no owned autos, 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. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Boys and Girls Club shall provide on a policy form appropriate to profession. If on a claims madebasis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work. Boys and Girls Club shall show proof of Abuse and Molestation Coverage.
4. 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 Boys and Girls Club, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City 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, Boys and Girls Club's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Boys and Girls Club'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 Boys and Girls Club'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: Boys and Girls Club 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 Boys and Girls Club from waiving any right of recovery prior to loss. Boys and Girls Club hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Boys and Girls Club 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 Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Boys and Girls Club 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.