

Exhibit A

Memorandum of Understanding Between
City of Santa Rosa and the Conservation Corps North Bay

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this _____ day of _____, 2018 by the Conservation Corps North Bay (CCNB), a 501(c)(3) Corporation, and the City of Santa Rosa, a Municipal Corporation (City).

RECITALS

City desires to contract with CCNB for the services of a supervised crew of eight (8) corps members, supervised by the CCNB, to provide litter abatement and vegetation management services for the City as described in Exhibit A attached hereto.

Now, therefore, City and CCNB agree as follows:

MEMORANDUM OF UNDERSTANDING

1. Scope of Services.

CCNB will provide an 8-person crew for 4 days 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 consecutive weekdays to be completed no later than June 30, 2018.

3. Compensation.

City will reimburse CCNB a total of \$10,136 for services provided. City's Chief Financial Officer is authorized to encumber \$4,953.60 from Key 54029 and \$5,182.40 from Key 33501.

4. Invoicing.

CCNB 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.

CCNB shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Exhibit B, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Exhibit B is a material element of this MOU and a material part of the consideration provided by CCNB in exchange for the City's agreement to make the payments prescribed hereunder. Failure by CCNB 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 CCNB, 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, CCNB 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 B. In addition, any failure by CCNB to maintain required insurance coverage shall not excuse or alleviate CCNB 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 CCNB 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 SCPC:	Attn: Tyler Pitts Natural Resources Program Manager Conservation Corps North Bay 27 Larkspur Street San Rafael, CA 94901 415-454-4554 tpitts@conservationcorpsnorthbay.org
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 ableifuss@srcity.org

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 CCNB 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

Conservation Corps North Bay,
a 501(c)(3) Corporation

By: _____
Angel Minor, Chief Operating Officer

By: _____
Marilee Eckert, Chief Executive Officer

Attachments: Exhibit A – Conservation Corps North Bay Scope of Work
Exhibit B - Insurance Requirements

Exhibit A

PROPOSAL

March 26, 2018

CONSERVATION CORPS NORTH BAY

CONTRACTORS LIC. #690064

27 Larkspur Street, San Rafael, CA 94901

and

City of Santa Rosa – Storm Water & Creeks

69 Stony Circle, Santa Rosa, CA 95401

Alistair Bleifuss – ableifuss@srcity.org – 707-543-3845

Scope of Work

Conservation Corps North Bay (CCNB) will supply to **City of Santa Rosa** a supervised crew of 8 Corpsmembers to work on a litter abatement and vegetation management project.

CCNB crews will: 1) Work in various creek bank areas, as designated by City staff, to remove litter before it enters local waterways, and 2) Provide vegetation management services in creek and trail areas, as designated by City staff. CCNB crews will not work in homeless encampments and will not be responsible for hauling or disposal of litter or vegetation.

Labor (4 days @ \$ 2534.00 per day)	\$10,136.00
Subtotal:	\$10,136.00

Invoice Terms

Invoices will be sent monthly, based on the following labor and materials rates: Dump truck \$300; Bobcat \$200; Extra vehicle \$150 per day; Chipper \$350. Disposal costs and materials are billed at cost plus 10% handling. The hourly labor rate for 2018 is \$31.75 per Corpsmember hour and \$ 62.75 per Supervisor hour. The overtime labor rate for 2018 is \$47.63 per Corpsmember hour and \$94.13 per Supervisor hour. A typical crew of 8 Corpsmembers and 1 Supervisor is \$2534.00 per day plus expenses. Billing includes travel time to and from the CCNB Center.

Rates are subject to an annual 3.5% cost of living adjustment and may increase if the project spans multiple years.

Labor and services will be provided until total costs equal contract total or the scope of the work is completed, whichever comes first. Actual daily costs may vary due to attendance. This proposal is valid for two months.

**EXHIBIT B
INSURANCE REQUIREMENTS**

A. Insurance Policies: CCNB 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. 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 coverage (Code 1), or if CCNB 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 CCNB, 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, CCNB's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the CCNB'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 CCNB'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: CCNB 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 CCNB from waiving any right of recovery prior to loss. CCNB hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by CCNB 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 CCNB or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, CCNB 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.