

## Exhibit A to Council Resolution RES-2018-056

### 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 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 Supervised Adult Crew of up to ten (10) low level offenders, supervised by the County Probation Department, to provide general maintenance, cleanup, and landscaping 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 10-person crew one day per week to provide the services described in Exhibit A.

2. Term.

Services shall commence Friday, April 27, 2018 and continue each Friday, excluding major holidays recognized by both agencies, through June 2020 for a total of 112 days.

3. Compensation.

City will reimburse County a total of \$132,875 for services provided. City's Chief Financial Officer is authorized to encumber from Key 330501 the following amounts for each Fiscal Year (FY): \$11,750 in FY 2017-2018, \$59,925 in FY 2018-2019, and \$61,200 in FY 2019-2020.

4. Invoicing.

County shall submit all invoices 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 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 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 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 B. 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 SCPC:           Attn: Tom Laudari  
                          County of Sonoma  
                          Probation Department - Supervised Adult Crew  
                          300 Fiscal Drive  
                          Santa Rosa, CA 95403  
                          Telephone: 707-565-1176

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

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

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

SONOMA COUNTY PROBATION DEPARTMENT

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

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 - Sonoma County Probation Department Scope of Work  
Exhibit B - Supervised Adult Crew Insurance Requirements