

Exhibit A

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

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this 15th day of March, 2016 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 10-person Adult Crew, supervised by the County Probation Department, to provide general maintenance and landscaping services as described in Exhibit A attached hereto for the City.

Now, therefore, City and SCPC agree as follows:

MOU

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, March 18, 2016 and continue each Friday, excluding major holidays recognized by both agencies, each week through March 31, 2018, for a total of 100 days.

3. **Compensation.**

City will reimburse County a total of \$122,690 for services provided. City's Chief Financial Officer is authorized to encumber \$120,300 from 54029, and \$2,390 from 54004.

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: Rick Meyer
 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: CITY OF SANTA ROSA,
a municipal corporation

By: _____
Sean McGlynn, City Manager

SCPC: SONOMA COUNTY PROBATION CAMP

By: _____
Sheralynn Freitas, 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 - SCPC Scope of Work
Exhibit B – Insurance Requirements

SONOMA COUNTY



**PROBATION DEPARTMENT-
SUPERVISED ADULT CREW**

Robert M. Ochs
Chief Probation Officer

To: Jenifer Piccinini
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401

From: Rick Meyer
Division Director I

Date: January 14, 2016

PROPOSAL

Scope:

Work will consist of general maintenance and landscaping. Examples of work to be performed include but are not limited to: Trash removal, maintenance of trails, sidewalks and fences; vegetation management including but not limited to weed eating; tree removal and pruning; and maintenance of creeks and small waterways for flood control. Assistance in hauling debris from project sites to City's Municipal Service Center for disposal. Location, prioritization and work to be performed at the direction of representatives from the City of Santa Rosa.

The Sonoma County Probation Department, Supervised Adult Crew (SAC) agrees to provide:

- Peace officer trained in offender management, first aid/CPR, and safe work practices.
- Worker's 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.
- Up to ten (10) low risk offenders per crew.

The crew is transported to the jobsite in a converted 15 passenger van with a utility/cargo trailer containing the hand-held tools/equipment and small power tools necessary for the day's task, as well as the required personal protective equipment for the crew, drinking water and a porta-pottie.

Annual Crew Rate for 100 days:

66 days from March 14, 2016 – June 30, 2017 at \$1215 per day

34 days from July 1, 2017 – March 31, 2018 at \$1250 per day

Note that if the crew size is less than 7 people the crew cost will be prorated accordingly.

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 the County shall have the option of cancelling this Agreement, with no liability occurring to the County, upon sixty (60) written day's notice.

Proposal Amount: ONE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED NINETY DOLLARS (\$122,690.00).

Payment Schedule: Payment will occur monthly.

If you have any questions please call me at 707-565-1176 or email to Rick.Meyer@sonoma-county.org.

Rick Meyer
Probation Division Director

AR 3369-16

Exhibit B
INSURANCE REQUIREMENTS
Memorandum of Understanding

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.

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 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.