

Intergovernmental Agreement with the City of Santa Rosa for County of Sonoma Mail Services

This agreement ("Agreement"), dated as of January 28 2014 ("Effective Date") is by and between the Records Management Division of the Department of Information Systems of the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and the City of Santa Rosa, a Municipal Corporation (hereinafter "Customer").

1. SCOPE OF SERVICES

1.1 County's Specified Services

- 1.1.1 Mail Metering and Package Processing - Customer will deliver outgoing mail to the County Records Center located at 1375 N. Dutton Ave, Santa Rosa where postage will be applied by County.
- 1.1.2 Same Day Processing- Up to 3,000 pieces of First Class Mail received by 1:00 pm will be eligible for same day processing and mailing.
- 1.1.3 Next Day Processing- Mail received after 1:00 pm or in excess of 3,000 pieces will be processed and mailed the next business day.
- 1.1.4 Standard (Bulk Mail)- All bulk mail will be processed and sent out by the County within 3 working days of receipt.
- 1.1.5 Barcoding - All U.S. mail that is automation compatible as per USPS definition will be barcoded and sorted by County in order to receive a postage discount.
- 1.1.6 Delivery- All mail and packages will be processed daily for the United States Postal Service (USPS), United Parcel Service (UPS) or other carrier as selected by County based on which service is most cost effective.
- 1.1.7 Business Schedule- All services will be provided year round, Monday – Friday, except for Sonoma County Mandatory Time Off (MTO) or holidays observed by the County of Sonoma: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Presidents' Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, and Christmas Day.

2. PAYMENT

- 2.1 All services and materials will be billed at the rates detailed in Exhibit A for Mail Services.
 - 2.1.1 Billing rates for mail services will be adjusted annually on July 1st to reflect changes in the cost of providing services and materials. Customer will receive written notification of the new rates from County by March 1st prior to the effective date of the rate change. In no case will Customer be charged more

than its proportionate share of actual costs when compared to County departments.

- 2.1.2 Changes in United States Postal Service, United Parcel Service or other carrier fees will take effect immediately.

Unless otherwise noted in this Agreement, payments shall be made within 30 days of receipt of an invoice for services provided in the previous month.

3. TERM OF AGREEMENT

- 3.1 **Initial Term.** The term of this Agreement shall be from January 28, 2014 to June 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 below.
- 3.2 **Option To Extend Term.** Customer is given two (2) options to extend the term of this Agreement, each for a one (1) year period, on all the provisions contained in this Agreement, by giving to County at least 30 days written notice before the expiration of the preceding term.

4. TERMINATION

- 4.1 **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.
- 4.2 **Termination for Cause.** Notwithstanding any other provision of this Agreement, should County fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Customer may immediately terminate this Agreement by giving County written notice of such termination, stating the reason for termination.
- 4.3 **Authority to Terminate on behalf of County.** The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Information Systems Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
- 4.4 **Authority to Terminate on behalf of Customer.** The Customer Purchasing Agent has the authority to terminate this Agreement on behalf of the Customer.

5. INDEMNIFICATION/LIABILITY

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, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent acts or

omissions 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. County shall not be liable for any consequential, indirect or special damages for its failure to perform under this Agreement.

6. EXTRA OR CHANGED WORK

Extra or changed work or other changes to this Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not decrease the amount paid under this Agreement, and which do not significantly change the scope of work or significantly lengthen or decrease time schedules, may be executed on behalf of County by the Department Head in a form approved by County Counsel, or by the Purchasing Agent on behalf of the City of Santa Rosa. The Board of Supervisors must authorize all other extra or changed work.

7. NOTICES

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

For County of Sonoma:
Information Systems Department
Accounts Receivable
2615 Paulin Drive
Santa Rosa, California 95403

For City of Santa Rosa:
Jim Wright, Purchasing Agent
City of Santa Rosa, Finance Department
635 1st Street
Santa Rosa, CA 95404

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in

the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

8. MISCELLANEOUS PROVISIONS

- 8.1 **No Waiver of Breach.** The waiver by County or Customer of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 8.2 **Construction.** To the fullest extent allowed by law, the provisions of this Agreement 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 Agreement 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. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 8.3 **No Third Party Beneficiaries.** It is not the intent of the Agencies to this Agreement to create any third party beneficiaries. Any failure to perform under the terms of this Agreement shall not create any claim or right by any individual or entity who is not a signatory to this Agreement.
- 8.4 **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 8.5 **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 8.6 **Merger.** This writing is intended both as the final expression of agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement, pursuant to Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 8.7 **Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by**

earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for County's performance of this Agreement shall be extended by a number of days equal to the number of days County has been delayed.

- 8.8 County's ability to offer services to Customer is contingent upon available budgetary resources. Budget cut-backs may result in a corresponding reduction in service to Customer. In the event of a budget cut-back, County will provide 90 days written notice to Customer prior to any reduction in services.

**Intergovernmental Agreement with the City of Santa Rosa for
County of Sonoma Mail Services**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS SET FORTH BELOW.

CITY OF SANTA ROSA,
A MUNICIPAL CORPORATION

COUNTY OF SONOMA,
A SUBDIVISION OF THE STATE OF
CALIFORNIA

By: [Signature]
Mayor

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

Date: 12/2/13

By: [Signature]
Information Systems Department Director

Date: 1/10/2014

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR
COUNTY:

By: [Signature]
Office of the City Attorney

By: [Signature]
County Counsel

Date: 11/22/13

Date: 1/8/14

By: [Signature]
Vice Chair, Board of Supervisors
County of Sonoma

Date: 1/28/14

ATTEST:

[Signature]
Veronica Ferguson, Clerk of the Board of Supervisors
[Signature]

Exhibit A
City of Santa Rosa Mail Services Price Schedule
Fiscal Year 2013-2014

A.1 Postage - Actual cost of postage will be charged for all mail.

A.2 Mail Room Processing Fee – a processing fee will be charged for each Customer letter, flat, postcard or package processed by County.

A.3 Mail Room Barcoding/Sorting Fee - a processing fee will be charged for each Customer mail piece processed through the barcode reader sorter. Any piece of mail originally metered at the automation rate, but which cannot be barcoded to qualify for the discounted postage rate will have the residual postage added back and charged to Customer.

SUMMARY OF MAIL SERVICES FEES

Section A.1 US Postal Rates (for Information Only)

Postage Rates as of January 27, 2013	
First Class Letter (Not Barcoded)	\$ 0.46 First ounce
First Class Letter (<i>Barcoded by Mailroom</i>)	\$ 0.36 First ounce
First Class Postcard (Not Barcoded)	\$ 0.33 per Card
First Class Postcard (<i>Barcoded by Mailroom</i>)	\$ 0.23 per Card
Standard (Bulk Mail) – Letter (Not Barcoded)	\$ 0.41 Three ounces or less
Standard (Bulk Mail) – Letter (<i>Barcoded by Mailroom</i>)	\$ 0.25 Three ounces or less
Express Mail – USPS	\$ 19.95 (USPS Flat rate envelope to any U.S destination regardless of weight)
Priority Mail	\$5.60 (USPS Flat rate envelope to any U.S destination regardless of weight)
Certified Mail	\$ 3.10 per letter
Return Receipt	\$ 2.55 per letter
Address Correction Service	\$ 0.55 per letter

Postage rate changes may occur during the year as decisions are approved by USPS Board of Governors

Section A.2-A.3 Mail Services Fees

Mail Services Fees FY 13-14 Rates		
A.2	Mail Room Processing Fee	\$ 0.030 per piece
A.3	Mail Room Barcoding/Sorting Fee	\$ 0.041 per letter



July 27, 2016

Susanne Lake
County of Sonoma
Information Systems Department
370 Administration Dr.
Santa Rosa, CA 95403

INTERAGENCY AGREEMENT, COUNTY OF SONOMA AND CITY OF SANTA ROSA – MAIL PROCESSING SERVICES

Section 3.2 of the Interagency Agreement dated January 28, 2014, states "Customer" (City of Santa Rosa) is given two (2) options to extend the term of the Agreement, each for a one (1) year period, on all provision contained in this Agreement, by giving to County at least 30 days' written notice before the expiration of the preceding term."


Pursuant to this section, and based upon communication to the County on April 28, 2016 made by City Buyer with confirmed written receipt by the County, the parties agree to extend the term of the Agreement for an additional one-year term with no changes in contract terms.

Executed as of the day and year first above stated.

City of Santa Rosa


By: Brandalyn Tramel
Purchasing Agent

Contractor:


By: _____
Title: INFO SYSTEMS DIRECTOR
8/11/2016

By: _____
Title: _____

cc: Cathy Haralson, Accounting Services Supervisor, Accounts Payable