

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

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this 10th day of July, 2025 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 Work Crew of up to ten (10) low risk 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 general maintenance and landscaping crew consisting of up to ten (10) low risk offenders to provide the services described in Exhibit A.

2. Term.

Services shall commence during a period mutually agreed upon by both parties for work to be completed no later than June 30, 2026.

3. Compensation.

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$98,539.00. City's Chief Financial Officer is authorized to encumber from Key 330501 and 130804.

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. Termination.

City may terminate this MOU at any time and for any reason, with or without cause, by giving 5 days' written notice to County of Sonoma. City shall reimburse County for services provided up to the date of termination, provided that the reimbursement is consistent with the terms of this MOU.

9. 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 County of Sonoma:	Attn: Melissa Segura County of Sonoma Probation Industries 600 Administration Dr. RM 104J Santa Rosa, CA 95403 Telephone: 707-565-8902 melissa.segura@sonoma-county.org
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To CITY:	Attn: Kyle Spongberg City of Santa Rosa Water Department - Storm Water & Creeks 69 Stony Circle Santa Rosa, CA 95401 Telephone: 707-543-3845 kspongberg@srcity.org
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10. Relationship.

The parties do not intend by this MOU to establish or create a partnership, joint venture, joint enterprise, or anybusiness relationship.

11. 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.

12. Counterparts and Electronic Signatures.

This MOU and future documents relating thereto may be executed in two or more counterparts, each ofwhich will be deemed an original and all of which together constitute one MOU. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as theuse of a manual signature. Both City and County wish to permit this MOU and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this MOU may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the MOU. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective MOU. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

13. Environmental Compliance.

The work contemplated under this MOU is not a “project” under, and is exempt from, the California Environmental Quality Act (“CEQA”). City maintains a Lake and Streambed Alteration Agreement (“LSAA”) with the California Department of Fish and Wildlife (Agreement number 1600-2018-0308-R3). All work performed by either party under this MOU, including vegetation management and trash removal, shall be consistent with the terms of City’s LSAA where applicable.

14. Access.

The work contemplated under this MOU is to be performed on property owned by City and on property owned by Sonoma County Water Agency (“Sonoma Water”). City and Sonoma Water have an Agreement for Funding and Joint Implementation of Creek Stewardship Program, and the parties to this MOU agree that the work contemplated shall be consistent with the terms of that agreement where it applies.

IN WITNESS WHEREOF, City and County of Sonoma have executed this MOU as set forth below.

CITY:

CITY OF SANTA ROSA,
A municipal corporation

By: 

Jason Nutt,
Assistant City Manager

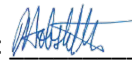
COUNTY:

COUNTY OF SONOMA

By: *Wardell Anderson*


Wardell Anderson,
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: 

Tandra Curtis (Jun 30, 2025 11:02 PDT)
County Counsel

Attachments: Exhibit A –Scope of Work
Exhibit B - Insurance Requirements



Exhibit A

VANESSA FUCHS
CHIEF PROBATION OFFICER

To: Kyle Spongberg
Creek Stewardship Coordinator
City of Santa Rosa

From: Melissa Segura
Division Director
Probation Industries

Date: April 28, 2025

ANNUAL AGREEMENT
3369-25 City of Santa Rosa

Scope of Work

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, 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 Supervised Work Crew (SWC) agrees to provide:

- A 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.

City of Santa Rosa agrees to provide:

- Project direction and site review by director or designee.
- All materials or reimbursement for materials purchased by Probation Industries.
- 30 (thirty) day notice on any scheduling adjustment request.

Terms of Agreement:

Agreement Period: July 1, 2025 to June 30, 2026

Agreement Amount: \$98,539.00 (NINETY-EIGHT THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS)
Dump charges are not included in the contract and will be an additional charge.

Payment Schedule: Payment will occur monthly.

The daily rate for a crew is \$2,011.00.

It is mutually agreed that if funding for the County's SWC 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 thirty (30) days written notice.

This agreement may be terminated by either party with a 30 (thirty) day written notice.

**Exhibit B
INSURANCE REQUIREMENTS FOR
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.

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.









2025-2026 SWC MOU

Final Audit Report

2025-06-30

Created:	2025-06-30 (Pacific Daylight Time)
By:	Nicholas Lynn (nlynn@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhzF70uBRJ5MxofPA97ae50DVzALZAg5V

"2025-2026 SWC MOU" History

-  Document created by Nicholas Lynn (nlynn@srcity.org)
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-  Document emailed to Wardell Anderson (wardell.anderson@sonoma-county.org) for signature
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-  Document emailed to Tambra Curtis (tambra.curtis@sonoma-county.org) for signature
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-  Email viewed by Wardell Anderson (wardell.anderson@sonoma-county.org)
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-  Document e-signed by Wardell Anderson (wardell.anderson@sonoma-county.org)
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-  Agreement completed.
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2025-2026 SWC MOU - signed

Final Audit Report

2025-07-07

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"2025-2026 SWC MOU - signed" History

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-  Document signing delegated to David Hobstetter (DHobstetter@srcity.org) by Patricia Salomon (PSalomon@srcity.org)
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-  Document e-signed by David Hobstetter (DHobstetter@srcity.org)
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-  Agreement completed.
2025-07-07 - 3:47:45 PM PDT






2025-2026 SWC MOU - signed - signed

Final Audit Report

2025-07-10

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Status:	Approved
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"2025-2026 SWC MOU - signed - signed" History

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