**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA ROSA AND
BURBANK HOUSING MANAGEMENT CORPORATION**

This Memorandum of Understanding ("MOU") is made as of _____ day of _____, 2025, by and between the City of Santa Rosa, a municipal corporation ("City") and Burbank Housing Management corporation, a California non-profit corporation ("BHMC").

RECITALS

A. BHMC is a local nonprofit dedicated to building quality affordable housing in the North Bay. We create vibrant local communities that are carefully designed, professionally managed, and sustainable both financially and environmentally, to foster opportunities for people with limited income of all ages, backgrounds, and special needs.

B. The City, through its Recreation Department ("Department"), desires to collaborate with BHMC to provide an after-school program for residents ages 5-14.

C. The City desires to have all residents of selected Burbank Housing sites, who fall within the age requirement, to be eligible for the program. On a space-available basis, the services may be offered to other members of the surrounding community.

D. Resolution No. 28365 authorizes the Director of Recreation to enter Memoranda of Understandings with other parties related to community services, activities, and events.

Now, therefore, the City of Santa Rosa and BHMC agree as follows:

1. CITY AGREES TO:

A. The Department will organize, administer, and staff after-school enrichment and recreation programs for youth ages 5–14, operating 4 to 5 days per week for three hours per day, typically from 3:00 PM to 6:00 PM. The number of days per week may vary by location. Program sites will be predetermined and mutually agreed upon by the Department and BHMC during annual planning meetings held each July for the duration of this MOU, as reflected in the updated Exhibit A: "School Year Sites and Schedule."

Additional Program Parameters

i. All programs must take place at Burbank Housing locations within the City of Santa Rosa.
ii. The number of program locations may vary but will not exceed (6) sites.
iii. The program schedule at each location, including number of days and start/end times, may be negotiated by mutual agreement between the Department and BHMC.

B. Department will provide services one week after the start of Santa Rosa City Schools through two weeks prior to the end date of Santa Rosa City Schools on-site.

C. Community rooms and spaces, typically used for community services provided to the community, will be used for recreational programming.

D. Department will provide funding for service providers or supportive services.

E. Department will adhere to Neighborhood Services established program guidelines to ensure the safety and well-being of children enrolled in the program.

2. BHMC AGREES TO:

A. Help promote services and refer eligible residents appropriately.

B. Will provide the space for programming at selected sites as agreed by City and BHMC.

C. BHMC will provide daily janitorial services to sanitize the space provided.

D. BHMC will work with the City to determine which sites the program will be offered at during the subsequent school year.

E. BHMC will make monthly payments of $15,800 to the City, as detailed in Exhibit B, starting in September. The final payment for each year of after-school programming will be received in August.

3. EFFECTIVE DATE/TERM OF MOU:

This MOU shall be effective on the date it is made above and shall expire three years after that date.

4. INSURANCE:

A. Each Party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities under this Agreement. Each Party is responsible for its own self-insured retentions and deductibles. Insurance limits required by each Party shall be a minimum of $1 million per occurrence for general liability; $1 million combined single limit for automobile liability and statutory limits for workers' compensation.

B. Each Party shall maintain in full force and effect workers' compensation insurance as required by the Labor Code, which covers the personnel involved in a response to provide shared services of assistance. Each Party waives all claims against the other for compensation for any loss, damage, personal injury, or death to the personnel involved in a response occurring as a consequence of the performance of this Agreement, except for intentional acts or gross negligence of the other Party.

C. Each Party agrees to provide the other Parties thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement

5. INDEMNIFICATION:

A. Each of the Parties agree to defend, indemnify and hold harmless each and every other Party and its officers, officials, employees or agents from and against any damages

including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged negligence, intentional or willful misconduct, or other legal fault of the Party, its agents, officers, officials, employees or representatives in the performance of this Agreement.

B. The indemnification contained in this Agreement includes, but is not limited to, any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of a Party to this Agreement, or any of their agents, officers, employees or representatives, or their performance under the terms of this Agreement. The indemnity obligations of this Agreement shall survive the expiration or earlier termination of this Agreement.

C. Each of the Parties shall notify the other Parties, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered under this Agreement.

Each Party shall maintain in full force and effect workers' compensation insurance as required by the Labor Code, which covers the personnel involved in a response to provide shared services assistance. Each Party waives all claims against the other for compensation for any loss, damage, personal injury, or death to the personnel involved in a response occurring as a consequence of the performance of this Agreement, except for intentional acts or gross negligence of the other Party.

6. NOTICES:

Except as otherwise provided in this MOU, 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. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the Unites States Postal Service to:

CITY REPRESENTATIVE:	BHMC REPRESENTATIVE:
Joanna Moore, Recreation Supervisor 415 Steele Lane Santa Rosa, CA 95401 (707) 543-4359	Lauren Taylor, Director of Resident Services Burbank Housing Management Corporation 1425 Corporate Center Parkway Santa Rosa, California, 95407 (707) 303-1040

7. MISCELLANEOUS:

A. Entire Agreement. This MOU contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this MOU are superseded by this MOU and shall have no further effect.

B. Modification. No modification or change to the terms of this MOU will be binding on a party unless in writing and signed by an authorized representative of that party.

C. Compliance with Laws. BHMC shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to (i) the Americans with Disabilities Act of 1990)42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq.; and (ii) Business and Professions Code sections 7000 et seq., Contractors' State Licensing Law.

D. BHMC Not Agent. Except as City may specify in writing, BHMC and BHMC's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. BHMC and BHMC's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

8. AUTHORITY AND EXECUTION:

Each person executing this MOU on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee that such partnership, corporation or trustee has the full right and authority to enter into this MOU and perform all of its obligations hereunder.

9. COUNTERPARTS AND ELECTRONIC SIGNATURE

This MOU and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and BHMC 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 t use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signature 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.

Executed as of the day and year first above stated:

Burbank Housing Management Corporation
a California Non-profit Corporation

Signatures of Authorized Persons:

By:_____

CITY OF SANTA ROSA
a Municipal Corporation

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____