

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF SANTA ROSA AND COUNTY OF SONOMA
Unlimited Rides Program for Employees

1. **Preamble.** The Memorandum of Understanding (“MOU”) is made as of January 1, 2024 (“Effective Date”) by and between the City of Santa Rosa, a municipal corporation (“City”), and the County of Sonoma, a political subdivision of the State of California (“County”). The City and the County are sometimes referred to collectively as “Parties.”
2. **Purpose.** A one (1) year reciprocal pilot program for City employees (all employees with a City identification badge) to be able to ride free on Sonoma County Transit (SCT) and for County employees (all employees with a County identification badge) to ride free on CityBus. Program Participants (City and County employees in possession of a valid City or County issued ID badge) will have unlimited number of rides, to all destinations that SCT and CityBus serve (“Program”).
3. **Program Benefits.** The Program supports the goals of both the Santa Rosa City Council and the Sonoma County Board of Supervisors. This Pilot addresses Santa Rosa City Council goals of; 1) “Build and maintain sustainable infrastructure” by improving “environmental sustainability, multi-modal transportation options”, 2) “Achieve organizational excellence” by providing employees with fiscally sound, diverse and equitable transportation choices and 3) “address Climate Change” by improving access to a carbon neutral form of transportation for its employees. This Pilot also addresses the Sonoma County Board of Supervisors’ Climate Action and Resiliency Pillar of the Strategic Plan, specifically “Invest in the County’s employee Clean Commute program to promote use of alternate modes of transportation.”
4. **Term.** The terms of this MOU will expire on December 31, 2024, with two one-year options to renew through December 2026, if approved by the Parties in writing signed by the Sonoma County Director of Public Infrastructure and Santa Rosa City Manager, or their designees. The Parties can terminate this MOU for convenience with thirty (30) days written notice.
5. **Identification and Presentation.** Acceptable forms of identification (“ID”) include employee ID cards issued by the City and County. Program Participants must present their ID to the bus operator upon boarding CityBus and SCT.
6. **Support and Promote.** The Parties intend to support and promote the use of this Program to existing employees and new employees through internal communication to employees.
7. **Tracking.** Representatives from SCT and CityBus will meet at least bi-annually, or upon request from either party, to ensure ridership is being tracked consistently among operators. The responsible departments for both Parties will also track, analyze, and share data on the number of employees that received an ID, and other statistics that provide a better understanding of the impacts ID disbursement has on this Program. The Parties are responsible for managing ID’s for employees that depart the organization.
8. **No Charge for Riders Who Are Otherwise Eligible.** City and County transit services currently operate other ridership programs that provide unlimited rides to employees, youth, paratransit eligible riders, Veterans, and SRJC students. Whether a specific program participant’s ride is credited to a particular program will be based on the form of ID the participant displays to the driver.
9. **Regular Meetings and Collaboration.** Representatives from SCT and CityBus will participate in bi-annual meetings to discuss ridership tracking and Program Participant identification distribution, stay informed on transit developments, share other statistics that provide a better understanding of the

impacts transit identification disbursement has on Program Participants, ensure that management of the Program is consistent, discuss management of IDs as the identity of the Program Participants changes, and strategize on marketing of the Program.

- 10. Analysis of Program.** Based on ridership and optional program participant feedback (through employer sponsored surveys), the County and the City will analyze this Pilot Program to determine if it should be continued in its current form, or if amendments are necessary.
- 11. Compensation.** There is no fiscal exchange occurring as part of the MOU. The Parties agree to allow unlimited number of rides by City and County employees. The Parties also agree to track ridership for both City and County employees to compare and understand the ridership and the fiscal impact of the program for future years.
- 12. Mutual Indemnity.** 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 act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. 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.
- 13. Insurance.** Each party acknowledges that it maintains sufficient liability insurance coverage for bus operations and shall provide evidence of coverage at the request of the other Party.
- 14. Signatures Required.** This MOU shall have no force or effect whatsoever unless and until it has been executed by the Director of Public Infrastructure, or designee on behalf of the County, and the City Manager, or designee on behalf of the City. By its execution, the Parties covenant and agree that they will faithfully perform and abide by each and every term, condition, and limitation of the MOU granted herein, each of which shall be a condition subsequent to continuance in effect of the MOU.
- 15. 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 Partners wish to permit this MOU and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Any 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.

Signatures:

Johannes Hoevertsz, Director of Public Infrastructure, Sonoma County Date

APPROVED AS TO FORM:

Sonoma County Counsel

Jason Nutt, Assistant City Manager Date
City of Santa Rosa

APPROVED AS TO FORM: Office of the City Attorney

Attest:

City Clerk