

**Intergovernmental Agreement with the City of Santa Rosa
for County of Sonoma Mail Services
Agreement Number F002610**

This Agreement ("Agreement") is made as of this _____ day of _____, 2023 ("Effective Date") by and between the County of Sonoma, through its Records Management Division of the Information Systems Department, ("County") and the City of Santa Rosa, a Municipal Corporation ("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, Ca, 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 three 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 the 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' Day, Cesar Chavez Day, 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. The not-to-exceed amount for this Agreement is five hundred thousand dollars (\$500,000)
- 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 for three years, commencing on the date it is made above, 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:
Brandalyn Tramel, Purchasing Agent
Finance Department
City of Santa Rosa
635 1st Street
Santa Rosa, California 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 pm (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.

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to 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 signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

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

CITY OF SANTA ROSA
A Municipal Corporation

By: _____
Print Name: Natalie Rogers
Mayor

Date: _____

ATTEST:

City Clerk

COUNTY OF SONOMA, a subdivision of the
State of California

By: _____
Print Name: Dan Fruchey
Title: ISD Director

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Print Name: Joshua Myers
County Counsel

Date: _____

APPROVE AS TO FORM FOR CITY

By: _____
Office of the City Attorney

Date: _____