

RESOLUTION NO. 2012-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING THE INTERGOVERNMENTAL SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROHNERT PARK AND THE COUNTY OF SONOMA AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City and County have determined it to be in their mutual best interests to share services when it would result in a cost savings to the City and the County; and

WHEREAS, the City and County have identified certain services that if shared will provide a cost savings to both parties, including the service and maintenance of vehicles, buildings and equipment, and the acquisition of supplies and services; and

WHEREAS, City and County represent a duly qualified facility, fleet, and purchasing service provider; and

WHEREAS, this Agreement does not commit either the City or the County to providing any of the services identified in this Agreement to the other party. Either party may refuse to provide services requested by the other party pursuant to this Agreement at any time, and either party may choose to utilize third parties to provide services instead of requesting services pursuant to this Agreement; and

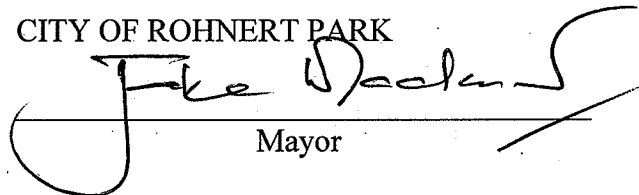
WHEREAS, City and County are prepared to provide the services identified in the attached Exhibits "A," "B," and "C" of this Agreement on the terms and conditions provided herein;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rohnert Park hereby approves the Intergovernmental Shared Services Agreement between the City of Rohnert Park and the County of Sonoma; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the said agreement for and behalf of the City of Rohnert Park in substantially similar form to the attached contract: is further authorized to delegate to his designee approval authority for payments for services rendered under this agreement.


DULY AND REGULARLY ADOPTED this 10th day of January, 2012.

CITY OF ROHNERT PARK



Mayor

ATTEST:



City Clerk, *interim*

AHANOTU: <u>AYE</u>	BELFORTE: <u>AYE</u>	CALLINAN: <u>AYE</u>	STAFFORD: <u>AYE</u>	MACKENZIE: <u>AYE</u>
AYES: (5)	NOES: (0)	ABSENT: (0)	ABSTAIN: (0)	

A G R E E M E N T

This agreement ("Agreement"), dated as of _____ ("Effective Date") is by and between the City of Rohnert Park, a municipal corporation formed under the laws of the State of California (hereinafter "City") and the County of Sonoma, a political subdivision of the State of California (hereinafter "County"). The City and County may be individually or collectively referred to as a "party" or the "parties" to this Agreement.

1. SCOPE OF SERVICES.

1.1 City and County Services Offered. The City agrees to offer to the County, and the County agrees to offer to the City the services identified in Exhibits "A," "B," and "C" attached hereto and incorporated herein by this reference (hereinafter "Services"). The party requesting Services may hereinafter be referred to as "Customer" and the party from whom Services are requested may be referred to as "Service Provider."

1.2 Request & Provision of Services. Either party may request that Services be rendered pursuant to this Agreement by presenting a written request that must be approved by an authorized customer representative. The Services being requested and the time for completion of the Services (hereinafter "Scope of Services") to the other party shall be clearly identified. The Service Provider may deny a Scope of Services and refuse to provide Services to the Customer for any reason. No Services shall be provided until the Scope of Services is signed by the parties. Neither party guarantees a minimum or maximum amount of Services that it will request pursuant to this Agreement.

1.3 Non-Exclusivity. This Agreement does not preclude either party from hiring third parties to perform Services or using its own facilities, equipment and personnel to perform Services. Each party retains its discretion to decide if and when a Scope of Services is to be placed with the other party, and nothing in this Agreement shall be construed as requiring either party to request Services from the other party.

2. CONTACT INFORMATION AND HOURS OF OPERATION.

Contact information and hours of operation for the Services are provided in Exhibits "A" through "C." From time to time, the Exhibits may be updated to reflect any changes to the contact information or hours of operation stated therein.

3. CHARGES AND BILLING.

3.1 Payment. All Services performed hereunder, shall be invoiced and paid on a time and material/expense basis in accordance with the rates set forth in Section 3.2 herein. Service Provider shall invoice the Customer within thirty (30) days of the completion of the Services covered by the Scope of Services. In the event the Service Provider accepts multiple Scope of Services in a calendar month, Service Provider may elect to instead provide one invoice to the

Customer for all of the Services provided within a calendar month. Payment shall be made within thirty (30) days of Customer's receipt and approval of an invoice.

3.2 Billing and Rates. All expenses, including labor, materials, fuel, parts, overhead, and third-party charges, shall be charged to Customer at direct cost based on the parties' established rates at the time such Services were performed. The parties' rates are established each fiscal year and are subject to change. The parties' current rates for the Services are attached in Exhibits "A," "B," and "C." City and County agree to notify each other of any changes in the rates for the Services in a timely manner.

4. AGREEMENT ADMINISTRATION & DISPUTE RESOLUTION.

4.1 Authority to Act Under This Agreement. All Scope of Services requests pursuant to this Agreement require written approval of Customer's authorized representative.

4.2 Problem Resolution and Dispute Process. If at any time, a disagreement or problem should arise concerning the operation of this Agreement, the parties agree that the dispute will be resolved at the division manager level within County and City's respective organizations. If the appropriate City representative and the County representative are unable to resolve the problem within 30 days, the matter should then go to the City Manager and the Director of General Services or their respective designees.

5. INDEMNIFICATION.

Each party shall indemnify, defend, protect, hold harmless, and release the other, and any and all of its officers, agents, and employees, from and against any and all claims, suits, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and costs, witness costs, court costs, interest, and defense costs) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the indemnifying party or by any individual or entity for which the indemnifying party is legally liable, including but not limited to officers, agents, employees or sub-contractors. 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. This indemnity provision survives the Agreement. The provisions of this section do not apply to claims occurring as a result of the sole negligence of the party which would otherwise be indemnified. The provisions of this section shall not release either party from liability arising from its gross negligence or willful acts or omissions or the gross negligence or willful acts or omissions of its officials, employees and agents.

6. INSURANCE.

Each party shall be responsible for maintaining the insurance specified in attached Exhibit D.

7. TERM OF AGREEMENT.

This Agreement shall commence on the Effective Date and shall have an initial term of three (3) years. The parties may mutually agree in writing to extend the term of this Agreement at any time prior to its expiration or termination.

8. TERMINATION.

8.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County and City shall have the right, in their sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party.

8.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should a party fail to perform any of its material obligations hereunder or otherwise violate any of the terms of this Agreement, the other party, in addition to any other remedies, may immediately terminate this Agreement by giving the noncompliant party written notice of such termination, stating the reason for termination.

8.3 Completion of Pending Services. The parties agree that if either party terminates the Agreement pursuant to this Section 8 both parties will complete any Services for which a Scope of Services has already been signed in accordance with the terms of this Agreement and the Scope of Services, unless the Customer agrees in writing that the Service Provider is released from providing any further Services stated in the Scope of Services. In such event, Customer agrees to pay Service Provider for services satisfactorily rendered and expenses authorized under this Agreement.

8.4 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County. The City Council or City Manager has the authority to terminate this Agreement on behalf of the City.

9. INDEPENDENT AGENCIES.

9.1 Each party is and shall at all times remain a wholly independent agency and not an officer, employee or agent of the other party. Neither party shall have the authority to bind the other party in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against the other party, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the other party.

9.2 The personnel performing the Services under this Agreement on behalf of City shall at all times be under City's exclusive direction and control, and the personnel performing the Services under this Agreement on behalf of County shall at all times be under County's exclusive control. Neither party, nor any elected or appointed boards, officers, officials, employees or agents of the party, shall have control over the conduct of the other party or any of the other party's officers, employees, or agents except as set forth in this Agreement. Neither party shall at any time or in any manner represent that the other party or any of the other party's

officers, employees, or agents are in any manner officials, officers, employees or agents of the other party.

9.3 None of the County's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. None of the City's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to County's employees.

10. NOTICES.

Whenever notice is required there under, it shall be given to the parties as follows:

City of Rohnert Park:
City Manager
130 Avram Avenue
Rohnert Park, CA 94927

County of Sonoma:
Director of General Services
2300 County Center Dr. A200
Santa Rosa, CA 95403

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.

11. ENTIRE AGREEMENT

This Agreement, including the attached Exhibits "A" through "D," is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. Except for rates and contact information specified in Exhibits A, B, and C, no modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties. The Purchasing Agent, in consultation with County Counsel, may execute minor amendments on behalf of the County. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

12. WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by either party of any Services by the other party shall not constitute a waiver of any of the provisions of this Agreement.

13. EXCUSABLE DELAYS

Neither party shall be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of the parties. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments not parties to this Agreement, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

14. LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California.

15. CONSTRUCTION/SEVERABILITY

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. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s). The parties 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. The parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

16. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF ROHNERT PARK:

By: _____
City Manager

Date: _____

APPROVED AS TO FORM FOR CITY:

By: _____
City Attorney

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

COUNTY OF SONOMA:

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

By: _____
County Administrator

Date: _____

OR

By: _____
Purchasing Agent

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

CIRCULATING FOR SIGNATURES

EXHIBIT A

COUNTY OF SONOMA FLEET OPERATIONS

From time to time, this information may be updated by County to reflect any changes to the information supplied herein.

I. County Hours of Operation

Fleet Administration: 7:30 A.M. to 4:30 P.M., Monday through Friday

Shops: 7:30 A.M. to 4:00 P.M. Monday through Friday

Closed for lunch from Noon to 12:30 P.M.

Holidays: Standard County holidays are observed.

II. Phone numbers

Administration

Fleet Manager – For department Fleet Programs, new vehicle acquisition, vehicle replacements planning budget and rate information, long range fleet planning. 565-2809

Asst. Fleet Manager – For vehicle specifications, estimate of new vehicle costs, budget planning, new vehicle acquisitions customer service issues. 565-3066 or 5423

Department Analyst – For special reports, accident reporting, customer service issues, credit card authorization and renewal, vehicle licensing, budget and rate information, and long range fleet planning. 565-2505

Light Equipment Maintenance Facility

Light Equipment Maintenance Supervisor – For technical assistance. 565-2932

Receptionist – For general information, pool car reservations, scheduling repairs and PM's, vehicle cards, commercial credit cards (for Pool vehicles only), status of repairs or service. 565-2639

Fleet Admin and Light Equipment FAX number 565-2925

Heavy Equipment Maintenance Facility

Heavy Equipment Maintenance Supervisor - For scheduling repairs or service, status of repairs or service, technical assistance. 565-5422

Heavy Equipment FAX number 565-5424

County of Sonoma Fleet Operations Shop Rates and Services:

2011-2012

Rates

Light Equipment Hourly Rate:	\$85.85
Heavy Equipment Hourly Rate:	\$97.22
Parts Markup:	10.3%
Fuel Markup:	5.3%
Generator Maintenance	\$97.22
Off-Road Equipment Maintenance	\$97.22

Services Offered:

Preventative Maintenance and Repairs of the Following Vehicles and Equipment

- Automobiles
- Hybrid Electric Vehicles
- Battery All Electric Vehicles
- Light Duty Trucks
- Medium Duty and Heavy Trucks
- Diesel, Gasoline, Propane Powered Engines
- Generators
- Off-Road Equipment

Service Capability:

- California Air Resources Board Regulation Compliance for the following regulations
 - In-Use Off-Road Diesel Powered Equipment
 - In-Use Public Agencies and Utilities Fleet Rule for Diesel Powered Equipment
 - In-Use On-Road Heavy-Duty Diesel Vehicle Idling Emissions Reduction Program
 - Portable Diesel Fueled Engine Airborne Toxic Control Measure
 - Tire Inflation Regulation
 - Heavy Duty Vehicle Inspection Program (HDVIP)
 - Periodic Smoke Inspection Program (PSIP)
- Centralized Billing and Fleet Data Management of Vehicle and Equipment Service and Repairs
- CHP BIT Inspection Program Compliance
- Hybrid Electric Vehicle Maintenance and Repairs including all electric vehicles.
- In-House Patrol Car Set-Up including Code 3 Vehicle Response Vehicles
- In-Field Service and Repairs
 - Smog Inspections, Gas and Diesel Engines
- Motor Pool Rental Vehicles
 - Vehicle Replacement Program

CITY OF ROHNERT PARK FLEET OPERATIONS

From time to time, this information may be updated by City to reflect any changes to the information supplied herein.

I. City Hours of Operation

Fleet Administration: 7:30 A.M. to 4:30 P.M., Monday through Friday
Shops: 7:30 A.M. to 4:00 P.M. Monday through Friday
Closed for lunch: Noon to 1:00 P.M.
Holidays: Standard County holidays are observed.

II. Phone numbers

Administration

Fleet Manager: Manages auto shop, scheduling of repairs, performs needed maintenance and repair on vehicles, coordinates vendors, orders parts and maintains inventory. 588-3315

Mechanic: Performs needed maintenance and repairs, certificates and areas of expertise include: 588-3315

Management Analyst: Maintains vehicle and service data, notifies departments of scheduled repairs and costs, tracks and analyzes expenses related to preventative maintenance and repairs. 588-3306

City of Rohnert Park Fleet Operations Shop Rates and Services:

Light and Heavy Duty Preventative Maintenance Hourly Rate: \$70.00
Vehicle Repairs Hourly Rate: \$70.00

Parts Markup: 31.2%
Fuel Markup: 5.6%

Service Capability

- Available Shop and Warehouse Space
- Preventative Maintenance Program
- Vehicle Repairs: engine and transmission swaps, suspension overhauls, electrical and wiring troubleshooting and familiarity with specialized public safety vehical systems
- Vehicle Replacement Program

EXHIBIT B

COUNTY OF SONOMA FACILITY OPERATIONS

From time to time, this information may be updated by County to reflect any changes to the information supplied herein.

I. County Hours of Operation

Facility Administration: 8:00 A.M. to 5:00 P.M., Monday through Friday
Shops: 6:30 A.M. to 5:00 P.M. Monday through Friday
Holidays: Standard County holidays are observed.

II. Phone numbers

Administration

Facility Manager (6:30-5:30 P.M.)– For department Facility Operations Programs, long range maintenance planning. 565-6108

Project Requests

Construction Projects – 565-3073

Maintenance Requests

Maintenance Work Request- 565-2550

After Hour Emergency Requests

Central Dispatch - 565-2213

Facility Operations FAX number 565-2691

County of Sonoma Facility Operations Shop Rates and Services:

2011-2012

Facility Manager:	\$117.54
Assistant Facility Manager:	\$100.67
Department Analyst Rate:	\$94.14
Supervisor Hourly Rate:	\$83.21
Project Specialist Hourly Rate:	\$80.55
Building Mechanic Hourly Rate:	\$76.05
Janitorial Supervisor Hourly Rate:	\$66.82

Office Asst/Admin Aide Rate:

\$58.14

Service Capability:

- Building Maintenance
 - HVAC
 - Plumbing
 - Electronics
 - Painting
 - Mechanical

- Construction
 - Energy and lighting retrofits
 - Small tenant improvements and remodels
 - Space reconfiguration
 - Ergonomic improvements and remodels
 - Replacement of HVAC
 - Boiler Systems
 - Cabinets and Counter tops
 - Plumbing Systems
 - Electrical Systems

- Electronics
 - Electrical Consulting, design, installation, and maintenance
 - Electronic Controls
 - Electrical Equipment
 - Engineering

CIRCULATING FOR SIGNATURES

CITY OF ROHNERT PARK FACILITY OPERATIONS

From time to time, this information may be updated by City to reflect any changes to the information supplied herein.

I. City Hours of Operation

Facility Administration: 7:30 A.M. to 4:30 P.M., Monday through Friday
Shops: 8:00 A.M. to 5:00 P.M. Monday through Thursday
Holidays: Standard County holidays are observed.

II. Phone numbers

Facility Manager: facility operations, project scheduling 588-3315
project coordination, project requests

Engineering Services: construction, retrofit, energy upgrades, 588-2244
roofing, HVAC, electrical, control systems.

Electrician: available to repair, install and maintain 849-9661
electrical systems

Building Mechanic: available to provide general repair and maintenance 478-2317
service for HVAC systems, electrical and plumbing, roof and flooring
repairs, and computerized building controls.

City of Rohnert Park Facility Operations Shop Rates and Services:

Service Capability:

- Building Maintenance
 - HVAC
 - Plumbing
 - Electronics
 - Painting
 - Mechanical
- Engineering Services

EXHIBIT C

COUNTY OF SONOMA PURCHASING

From time to time, this information may be updated by County to reflect any changes to the information supplied herein.

I. County Hours of Operation

Purchasing Administration: 7:30 A.M. to 4:30 P.M., Monday through Friday
Holidays: Standard County holidays are observed.

II. Phone numbers

Administration

Purchasing Manager – For department Purchasing Programs, Budget planning, sourcing, contracts 565-2010

Asst. Purchasing Manager – For specifications, contracts Requisitions, emergency needs 565-2433

Department Analyst – Cal Card program, budget planning. 565-2433

Buying Team 565-2433

Receptionist – For general information, website questions. 565-2433

Surplus Scheduling 565-5422

County of Sonoma Purchasing Rates:

Purchasing Agent:	\$80.72 per hour
Asst. Purchasing Agent:	\$71.63 per hour
Dept. Analyst:	\$61.64 per hour
Buyer:	\$51.95 per hour

Services:

Cal Card Implementation and Administration	Protest Management
Surplus Management	Trainings
BuySpeed Automated Closed Loop Bidding Contract	
Formulation/Implementation/Administration	
Request for Proposal Development and Execution	

Exhibit D

Insurance Requirements

Each party shall maintain the insurance or self-insurance specified below.

1. Workers Compensation and Employers Liability Insurance

- a. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- c. Required Evidence of Coverage:
 - i. Certificate of Insurance

2. General Liability Insurance

- a. Commercial General Liability Insurance on an occurrence basis, no less broad than ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- c. Agencies shall disclose any deductible or self-insured retention in excess of \$25,000. The Service Provider for each Scope of Services is responsible for any deductible or self-insured retention.
- d. Customer shall be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement.
- e. The insurance provided to Customer as an additional insured shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance maintained by Customer.
- f. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement;
 - ii. Copy of the endorsement indicating that coverage for Customer is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned, hired and non-owned autos.
- c. Required Evidence of Coverage:
 - i. Certificate of Insurance.

4. Documentation

- a. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement.
- b. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists at least ten (10) days before expiration or other termination of the existing policy.

5. Policy Obligations

The parties' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6. Material Breach

If either party fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The other party, at its sole option, may terminate this Agreement and obtain damages from the party committing said breach.

CIRCULATING FOR SIGNATURES