

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
SONOMA CLEAN POWER AUTHORITY
AND
MENDOCINO COUNTY LIBRARY
FOR FUNDING AND SUPPORT FOR
DO-IT-YOURSELF HOME ENERGY AND WATER SAVINGS TOOL KIT
PROGRAM IMPLEMENTATION

This Memorandum of Understanding is by and between Sonoma Clean Power Authority, a public agency; and the County of Mendocino through its Mendocino County Library ("Library"), a public agency. The Effective Date of this Memorandum of Understanding is the date the Memorandum of Understanding is last signed by all the parties to the Memorandum of Understanding, unless otherwise specified in Article 7 (Term of Memorandum of Understanding).

R E C I T A L S

- A Sonoma Clean Power Authority and the Library are interested in collaborating to support the local implementation of the Do-It-Yourself Home Energy and Water Savings Tool Kit Program (Program). The purpose of this Memorandum of Understanding is to describe the understanding between Sonoma Clean Power Authority and the Library related to the Program.
- B In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. RECITALS

- 1.1. The Do-It-Yourself Home Energy and Water Savings Tool Kit (Kit) will be available for check-out at Mendocino County libraries listed in Exhibit 5. The Kit will provide tools and an education guide (Guide) for self-evaluation of a home's water and energy efficiency. The Kits will include water and energy hardware for the customer to remove from the Kit and install in their home free of charge. Prior to checkout and use of the Kits, a signed waiver Indemnification Agreement must be obtained from the patron.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
- a. Exhibit 1: Provides a table representing a cost breakdown and the party responsible for each item included in the Kit.
 - b. Exhibit 2: Provides the items needed for implementation of the Program to the additional Library locations specified in Exhibit 4 and the party responsible for each item.
 - c. Exhibit 3: Photograph example of the displays provided by the Water Agency for the three (3) Library branches involved in the Sonoma County pilot; and
 - d. Exhibit 4: The list of Library locations and quantity of Kits that will be distributed for the Program.
 - e. Exhibit 5: Waiver and Indemnification Agreement.

3. COORDINATION

- 3.1. In cooperation, Sonoma Clean Power Authority and the Library shall coordinate work. Contact information and mailing addresses:

Library
Mendocino County Library Technical Services: Amelia Hiseley Lavalley 105 N. Main St. Ukiah, CA 95482 Phone: (707)234-2861 Email: hiseleya@mendocinocounty.gov
Sonoma Clean Power Authority
Contact: Marvin Andre Mendez Garcia 741 4 th St. Santa Rosa, CA, 95404Phone: (707) 708-0444 Email: mmendezgarcia@sonomacleanpower.org

4. SONOMA CLEAN POWER RESPONSIBILITIES

- 4.1. For Program implementation Sonoma Clean Power is responsible for maintaining the Do It Yourself Home Toolkit Guide including; edits and revisions to the Guide, translations of the Guide, and the cost of printing the Guide;

- 4.2. Sonoma Clean Power is responsible for training Library Staff on an as needed basis;
- 4.3. Sonoma Clean Power will provide items needed for implementation of the Program as assigned on Exhibit 2;
- 4.4. Sonoma Clean Power will provide the Library with items for restocking of the Kits as assigned on Exhibit 2, as requested by the Library.
- 4.5. Sonoma Clean Power will promote use of the Kit to the general public.

5. LIBRARY RESPONSIBILITIES

- 5.1. For Program implementation the Library is responsible for the following: project management of the Program; deploying the Kits into its branches listed in Exhibit 4; to provide the Kits to Library patrons; and requesting hardware maintenance or replacements from the other parties for restocking of the Kits per Exhibit 1.
- 5.2. The Library will furnish quarterly reports to Sonoma Clean Power Authority that include details regarding the number of times the Kits are checked out at each location, wait listing of Kits, list of items missing from Kits, and any other pertinent information.

6. COST AND COMPENSATION

- 6.1. Each of the parties hereto will bear its own costs in the performance of the Memorandum of Understanding, and neither shall reimburse or provide monetary compensation to the other for any services performed hereunder.
- 6.2. In the event that an item listed in Exhibit 1 is damaged or missing, the Library will determine if a fee is to be collected from the patron. If a fee is collected during the quarterly reporting period (section 5.2) in which item was lost, the Library will bear the cost for replacing the missing or damaged item. If a fee is not collected during the quarterly reporting period, SCP will bear the cost of replacing the item.
- 6.3. Whether or not to collect a fee shall be within the Library's sole discretion.
- 6.4. The price values of replacement items included in Exhibit 1 are subject to modification in agreement by both parties.

7. TERM OF MEMORANDUM OF UNDERSTANDING

- 7.1. This Memorandum of Understanding shall remain in effect until any entity requests modification or termination in writing to the other entities involved. Termination shall be in accordance with the provisions of Article 8 (Termination).

8. TERMINATION

- 8.1. At any time and without cause, any entity named within this Memorandum of Understanding has the right, in its sole discretion, to terminate this Memorandum of Understanding by giving 30 calendar days' written notice to all of the other entities named in this Memorandum of Understanding. In the event of such termination, the entity will satisfactorily render its responsibilities to the date of termination. In addition, should any entity named in this Memorandum of Understanding 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 Memorandum of Understanding, the other entities may immediately terminate this Memorandum of Understanding by giving such entity written notice of such termination, stating the reason for termination. The right to terminate may be exercised by the then current Library Director or Sonoma Clean Power Authority Chief Executive Officer.

9. MUTUAL INDEMNIFICATION

- 9.1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, losses, 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 act or omission or willful misconduct 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 or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10. ADDITIONAL REQUIREMENTS

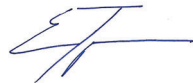
- 10.1. Authority to Amend Memorandum of Understanding. Changes to the Memorandum of Understanding may be authorized only by written amendment to this Memorandum of Understanding, signed by all parties. Minor changes, which do not significantly change the scope of the Memorandum of Understanding or significantly lengthen time schedules may be executed by the Sonoma Clean Power Authority Chief Executive Officer or the Library Director.
- 10.2. No Waiver of Breach. The waiver of any breach of any term or promise contained in this Memorandum of Understanding shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Memorandum of Understanding.
- 10.3. Construction. To the fullest extent allowed by law, the provisions of this Memorandum of Understanding 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 Memorandum of Understanding 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. Sonoma Clean Power Authority and the Library acknowledge that they have each contributed to the making of this Memorandum of Understanding and that, in the event of a dispute over the interpretation of this Memorandum of Understanding, the language of the Memorandum of Understanding will not be construed against one party in favor of the other. Sonoma Clean Power Authority and the Library acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Memorandum of Understanding.
- 10.4. No Third-Party Beneficiaries. Nothing contained in this Memorandum of Understanding shall be construed to create and the parties do not intend to create any rights in third parties.
- 10.5. Applicable Law and Forum. This Memorandum of Understanding shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Memorandum of Understanding or for the breach thereof shall be brought and tried in the County of Mendocino.
- 10.6. Captions. The captions in this Memorandum of Understanding are solely for convenience of reference. They are not a part of this Memorandum of Understanding and shall have no effect on its construction or interpretation.

- 10.7. Merger. This writing is intended both as the final expression of the Memorandum of Understanding between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Memorandum of Understanding, pursuant to Code of Civil Procedure section 1856. No modification of this Memorandum of Understanding shall be effective unless and until such modification is evidenced by a writing signed by all parties.
- 10.8. Time of Essence. Time is and shall be of the essence of this Memorandum of Understanding and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date last signed by the parties to the Memorandum of Understanding.

Date: October 9, 2025

By: _____



Digitally signed by Erica
Torgerson
Date: 2025.10.09 08:20:37
-07'00'

Erica Torgerson, Managing Director of Customer
Service
Sonoma Clean Power Authority
431 E St. Santa Rosa, CA 95404

Approved as to form for Sonoma Clean Power Authority:

Dated: 10/08/25
Josh Nelson, Special Counsel.



See Library signature page

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 10/7/2025

Budgeted: ☐ Yes ☒ No

Budget Unit: 6110

Line Item: N/A

Org/Object Code: N/A

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/04/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 11/04/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 11/04/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 10/06/2025

CONTRACTOR/COMPANY NAME

By: See Page 5
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Sonoma Clean Power

431 E Street

Santa Rosa, CA 95404

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 10/06/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 10/06/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT I

CONTENTS OF EACH KIT	QT Y	2025 PRICE EACH	2025 PRICE TOTAL	Party Responsible for Replacement
*19" Toolbox w/ tray	1	\$28.50	\$28.50	Sonoma Clean Power
Light-emitting diode lightbulb, soft white (2700k), dimmable, 60W equivalent	4	\$3.74	\$14.96	Sonoma Clean Power
*Infrared digital thermometer w/9V battery	1	\$20.00	\$20.00	Sonoma Clean Power
*Kill-a-Watt EZ meter	1	\$32.00	\$32.00	Sonoma Clean Power
*Pliers - Channel lock 9 1/2"	1	\$15.00	\$15.00	Sonoma Clean Power
Polytetrafluoroethylene Pipe thread seal tape 1/2" x 260'	1	\$1.00	\$1.00	Sonoma Clean Power
*Refrigerator thermometer	1	\$6.00	\$6.00	Sonoma Clean Power
*Hot water thermometer (0 to 220° F)	1	\$7.50	\$7.50	Sonoma Clean Power
Switch and Outlet plate foam gaskets (7 pak)	4	\$0.99	\$3.96	Sonoma Clean Power
*Universal Battery Tester Model BT-168	1	\$4.99	\$4.99	Sonoma Clean Power
Weather stripping foam, medium gap, 1/4"H x 1/2"W x 17'L	2	\$1.45	\$2.90	Sonoma Clean Power
Low flow shower head, white, 1.5 gpm	2	\$4.52	\$9.04	Sonoma Clean Power
Kitchen faucet aerator	1	\$2.10	\$2.10	Sonoma Clean Power
Bathroom faucet aerator	3	\$1.40	\$4.21	Sonoma Clean Power
Leak dye detection tablets (2 tablet/pak)	2	\$0.12	\$0.24	Sonoma Clean Power
Water flow rate bag	1	\$0.40	\$0.40	Sonoma Clean Power
*Drip Irrigation Pressure testing tool w/ gauge and rubber tip	1	\$40.00	\$40.00	Sonoma Clean Power
Drip Irrigation goof plugs	20	\$0.045	\$0.95	Sonoma Clean Power
Marking flags	2	\$0.20	\$0.40	Sonoma Clean Power
½" drip coupling	2	\$0.90	\$1.80	Sonoma Clean Power
1 GPH drip emitter	2	\$0.90	\$1.80	Sonoma Clean Power
*Hole Punch	1	\$2.00	\$2.00	Sonoma Clean Power
Figure 8 end closure	1	\$0.50	\$0.50	Sonoma Clean Power

*Bag for small water items	1	\$0.25	\$0.25	Sonoma Clean Power
Rubber bands #84 3 1/2" x 1/2"	3	\$0.04	\$0.12	Sonoma Clean Power
Do-It-Yourself Guidebook	1	\$12.50	\$12.50	Sonoma Clean Power
TOTAL			\$211.02	

*Loaner item to be returned after use

EXHIBIT 2

ITEMS NEEDED FOR PROGRAM IMPLEMENTATION	Provided By
Kill-a-Watt EZ meter	Sonoma Clean Power
Light-emitting diode lightbulb, soft white (2700k), dimmable, 60W equivalent	Sonoma Clean Power
Switch and Outlet plate foam gaskets (7 pak)	Sonoma Clean Power
Weather stripping foam, medium gap, 1/4" H x 1/2" W x 17' L	Sonoma Clean Power
Rubber bands #84 3 1/2" x 1/2"	Sonoma Clean Power
Infrared digital thermometer w/9V battery	Sonoma Clean Power
Pliers - Channel lock 9 1/2"	Sonoma Clean Power
Polytetrafluoroethylene Pipe thread seal tape 1/2" x 260'	Sonoma Clean Power
Refrigerator thermometer	Sonoma Clean Power
Hot water thermometer (0 to 220° F)	Sonoma Clean Power
Do-It-Yourself Guidebook	Sonoma Clean Power
Low flow shower head, white, 1.5 gpm	Sonoma Clean Power
Kitchen faucet aerator	Sonoma Clean Power
Bathroom faucet aerator	Sonoma Clean Power
Leak dye detection tablets (2 tablet/pak)	Sonoma Clean Power
Water flow rate bag	Sonoma Clean Power
19" Toolbox w/ tray	Sonoma Clean Power
Universal Battery Tester Model BT-168	Sonoma Clean Power
Drip Irrigation Pressure testing tool w/ gauge and rubber tip	Sonoma Clean Power
Drip Irrigation goof plugs	Sonoma Clean Power
Marking flags	Sonoma Clean Power
1/2" drip coupling	Sonoma Clean Power

1 GPH drip emitter	Sonoma Clean Power
Hole Punch	Sonoma Clean Power
Figure 8 end closure	Sonoma Clean Power
Bag for small water items	Sonoma Clean Power

EXHIBIT 3



EXHIBIT 4

A total of 11 kits will be provided to the Library for circulation at the following locations.

BRANCH NAME	NUMBER OF KITS
Ukiah	3
Fort Bragg (1 is missing)	3
Willits	2
Coast	1
Round Valley	1
Bookmobile	1
Laytonville	1

EXHIBIT 5
Do-It-Yourself (DIY) Home Energy and Water Savings Toolkit

WAIVER AND INDEMNIFICATION AGREEMENT

I, _____, am borrowing the **Do-It-Yourself (DIY) Home Energy and Water Savings Toolkit** to conduct a home energy and water audit and I agree that in no event shall the County of Mendocino, or the Sonoma Clean Power Authority be liable for any damages arising out of or connected with the devices or tools provided as part of the Do-It-Yourself program.

I agree that I will review the specifications of this equipment and will be aware of its limitations and uses. Misapplication of the equipment, injury of any type sustained during installation or damage to my home or business or equipment shall be solely my responsibility.

I understand that any devices or tools requiring installation in an electrical panel, or any other location where devices or tools will be installed on line voltage (any voltage above 12v), must be installed by a licensed electrician. Installation of devices or tools in mechanical equipment rooms, or other potentially hazardous areas, should be performed by qualified licensed personnel experienced with mechanical operating systems.

I understand that the **DIY Home Energy and Water Savings Toolkit** devices and tools are intended for projects that identify or quantify energy and water savings opportunities in homes. Power monitoring equipment borrowed as part of the **DIY Home Energy and Water Savings Toolkit** program is not revenue grade and is not to be used to verify utility billing data.

I recognize the inherent dangers and risks in the transport, loading, unloading and use of devices and tools. I acknowledge that the County of Mendocino, and the Sonoma Clean Power Authority have no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the borrowed devices or tools, or the use or maintenance of such devices or tools by any other person and does not represent or warrant in any way that the devices or tools I am borrowing are appropriate for my intended use.

I state that I am eighteen (18) years of age or older, and capable and experienced in the use of the devices and tools that I am borrowing; that I will use the devices and tools for their intended purpose; and that I will maintain the devices and tools in a safe and proper manner during the period that I am borrowing and using them. I will not allow any other person to use the devices and tools that I am borrowing.

I have inspected each borrowed tool and accept its "as is" condition. I have noted all damage or defects and advised the Mendocino County Library staff of my findings, if any.

In consideration of being permitted to borrow the devices and tools, I hereby for myself and for my heirs, successors and assigns, agree to defend, indemnify, release and hold harmless the County of Mendocino, and the Sonoma Clean Power Authority, and their respective directors, officers, agents, and employees, from any and all liability, loss, claims, and demands, actions or causes of actions for any loss, including but not limited to, the death or injury to any persons, and for any damages to property suffered or incurred by myself or any person which arises or may arise or be occasioned in any way from the transport, loading, unloading, use, or storage of, or arising out of or related in any way to, the devices or tools I am borrowing from the Mendocino County Library, including, but not limited to, any claims for faulty or defective equipment or maintenance, or any negligence of the County of Mendocino, or the Sonoma Clean Power Authority.

Tool Kit Charges for Replacement Items

In addition, I agree to pay the replacement charge for any or all of the items listed below that are damaged or missing from the **DIY Home Energy and Water Savings Toolkit** when it is returned to the Mendocino County Library. (_____Initials)

19" Toolbox w/ tray	1	\$28.50
Guidebook	1	\$15.00
Infrared digital thermometer w/9V battery	1	\$20.00
Kill-a-Watt EZ meter	1	\$32.00
Pliers - Channel lock 9 1/2"	1	\$15.00
PTFE Pipe thread seal tape 1/2" x 260'	1	\$1.00
Refrigerator thermometer	1	\$7.00
Hot water thermometer (0 to 220° F)	1	\$7.50
Universal Battery Tester Model BT-168	1	\$5.00
*Drip Irrigation Pressure testing tool w/ gauge and rubber tip	1	\$40.00
Hole Punch	1	\$2.00
Bag for small water items	1	\$1.00
TOTAL COST FOR KIT AND TOOL REPLACEMENT		\$174.00

I affirm that I have read and fully understand the **Waiver and Indemnification Agreement**.

I also understand that failure to comply with any further requirements set forth in the Mendocino County Library Cardholder Policies may result in revocation of my borrowing privileges and/or legal action against me.

I will return the DIY Toolkit to the originating library where I have checked it out.

Print Name

Signature

Date of Agreement

Mailing Address

Email Address

Phone Number

Library Card Number