

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

SONOMA CLEAN POWER AUTHORITY

AND

COUNTY OF MENDOCINO

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 joint powers authority; and the County of Mendocino ("County"), a political subdivision of the State of California. 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 County 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 County related to the Program.
- B The parties hereto agree as follows:

A G R E E M E N T

1. GENERAL TERM

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 3. 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 patron to remove from the Kit and install in their home free of charge. Prior to checkout and use of Kits, a signed Waiver and 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: Waiver and Indemnification Agreement;
 - b. Exhibit 2: Items Needed for Program Implementation and Restocking;
 - c. Exhibit 3: The list of Library locations and quantity of kits that will be distributed for the Program.

3. COORDINATION

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

County of Mendocino
Mendocino County Library Ukiah Branch 105 N Main St Ukiah, CA 95482 Phone: 707-234-2871 Email: libadmin@mendocinocounty.org , popowske@mendocinocounty.org
Sonoma Clean Power Authority
Contact: Nelson Lomeli 50 Santa Rosa Ave, 5 th Floor Santa Rosa, CA 95404 Phone: (707) 978-3473 Email: nlomeli@sonomacleanpower.org

4. SONOMA CLEAN POWER RESPONSIBILITIES

- 4.1. For Program implementation, Sonoma Clean Power is responsible for maintaining the Do It Yourself Home Tool Kit Guide including; edits and revisions to the Guide,

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 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 County 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 County 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

DEPARTMENT FISCAL REVIEW:

Karen G/H 3/16/18
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: n/a

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 2-28-2018

NAME AND ADDRESS OF CONTRACTOR:

Geof Syphers – Chief Executive Officer

Sonoma Clean Power Authority

50 Santa Rosa Avenue, 5th Floor

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:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 4/2/2018

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: _____

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Karen Kinner
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No N/A

Budget Unit: 6110

Line Item: N/A

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: Dan Hamburg
DAN HAMBURG, Chair
BOARD OF SUPERVISORS
APR 11 2018
Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vant Hagen
Deputy
APR 12 2018

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

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vant Hagen
Deputy
APR 12 2018

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 3-23-18

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Sonoma Clean Power Authority

50 Santa Rosa Ave. 5th Floor

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:

KATHARINE L. ELLIOTT,
County Counsel

By: Christina M. Gai
Deputy

Date: 3/13/2018

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 3/23/18

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 1

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	\$12.50
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	\$6.00
Hot water thermometer (0 to 220° F)	1	\$7.50
TOTAL COST FOR KIT AND TOOL REPLACEMENT		\$122.50

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

EXHIBIT 2

Items Needed for Program Implementation

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

Items Needed for Restocking

ITEMS NEEDED FOR PROGRAM IMPLEMENTATION	Quantity	Provided By
Light-emitting diode lightbulb, soft white (2700k), dimmable, 60W equivalent	4	Sonoma Clean Power
Switch and Outlet plate foam gaskets	4	Sonoma Clean Power
Weather stripping foam, medium gap, 1/4" H x 1/2" W x 17' L	4	Sonoma Clean Power
Rubber bands #84 3 1/2" x 1/2"	3	Sonoma Clean Power
Polytetrafluoroethylene Pipe thread seal tape 1/2" x 260'	1	Sonoma Clean Power
Low flow shower head, white, 1.5 gpm	2	Sonoma Clean Power
Kitchen faucet aerator	1	Sonoma Clean Power
Bathroom faucet aerator	3	Sonoma Clean Power
Leak dye detection tablets (2 tablet/pak)	2	Sonoma Clean Power
Water flow rate bag	1	Sonoma Clean Power

EXHIBIT 3

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	3
Willits	2
Coast	1
Round Valley	1
Bookmobile	1