

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the 7th day of October, 2020, among the County of Mendocino (hereinafter referred to as "County"), the City of Ukiah (hereinafter referred to as "City"), and the Ukiah Valley Trail Group (hereinafter referred to as "UVTG"). The purpose of the MOU is to establish a framework for cooperation and partnership among the County, the City, and the UVTG to assist one another, in areas of mutual interest and concern as it pertains to County and City owned and operated property and parks.

WHEREAS, County owns the properties (hereafter "County Properties") located at:

- Low Gap Park, Ukiah, CA (excluding "City View Trail"), APNs 001-020-11-00, 001-020-68-00, & 001-020-69-00,
- Mill Creek Park, Ukiah, CA, APNs 189-060-10-05, 189-060-06, 189-060-10 189-060-15, & 189-060-17; 189-070-11, 189-070-15 and

WHEREAS, City owns and/or leases property (hereafter "City Properties") within and outside its city limits on which it may want UVTG to perform projects, including, but not limited to, City View Trail; and

WHEREAS, County Properties and City Properties are collectively called "Properties" in this MOU; and

WHEREAS, UVTG proposes to identify, plan and perform trail enhancement and/or improvement projects on the Properties in cooperation with the City and County; and

WHEREAS, UVTG intends to donate all material and labor for all projects proposed, but at times, the County and/or City may elect to assist with a project; and

WHEREAS, UVTG will provide written notification of all projects occurring on County and City properties prior to starting; and

WHEREAS, It is agreed by all parties that all projects are intended to benefit the community.

THEREFORE, It is understood that County, City, and UVTG shall be governed by the following terms of this Memorandum of Understanding (hereinafter referred to as "MOU"):

1. UVTG, County, and City agree that all project costs and expenses are the sole responsibility of UVTG unless otherwise agreed to in writing by the County and/or City.
2. UVTG shall provide to County and City written notification of all projects and receive written approval from County or City, as applicable, prior to starting. To obtain approval, UVTG shall:
 - a. Submit a plan to the satisfaction of the City or County, demonstrating that the project will comply with applicable building codes and regulations as adopted by the County or City, Americans with Disabilities Act and any other applicable statute, ordinance or regulation and, for work to which such ordinances, statutes or regulations do not apply, to standards agreeable to the City or County and UVTG.
 - b. As to any project for which a contractor's license is required by law, UVTG shall demonstrate that the project will be performed by a contractor with a currently effective license in good standing from the California Construction Standards Licensing Board and any applicable business license(s) or other requirements as mandated by federal, state and local regulations to perform the work requiring the license.

3. Work performed by UVTG, its agents or volunteers must comply with the approved plans and all applicable federal, state, and local laws and standards approved by City or County, as applicable. Any contractor hired by UVTG shall be licensed and registered in accordance with 2.b, above.
4. Prior to engaging in any activity requiring a permit, UVTG shall acquire any necessary or required permits from the appropriate regulating body for the proposed use or development.
5. UVTG will schedule all inspections and make any corrections in accordance to applicable building codes and the local inspecting jurisdictions requirements as required pursuant to the permit in 4 above.
6. All permanent projects constructed by UVTG on County Properties shall become the property of County and on City Properties shall become the property of the City.
7. Nothing in this MOU shall obligate the City or the County to expend funds or to enter into any future contract, supplemental agreement, or obligation. Any endeavor involving reimbursement or contribution of funds between or among the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the UVTG of any contract or other agreement.
8. Prior to performing any work under this agreement, UVTG shall furnish to County and/or City (as applicable) certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum coverage for (a) combined single limit bodily injury liability and property damage liability \$1,000,000 each occurrence. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve UVTG for liability in excess of such coverage, nor shall it preclude County and/or City (as applicable) from taking such other action as is available to it under any other provisions of this MOU or otherwise in law.
9. County and City shall not be liable for and are free from the cost of any damages for personal injury or property damage resulting from any projects performed by UVTG. UVTG covenants and agrees to defend, indemnify and hold harmless County, City, and their officers, agents, and employees, from and against any and all claims, liability, loss, costs, or other obligations, including reasonable attorney's fees, the fees of experts, consultants, or investigators, and the cost of completely abating or cleaning up any contamination of the properties, waters of the State of California, or other properties, on account of or arising out of the UVTG projects on the Properties or improvements thereon.
10. UVTG shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting from any work performed by County or City. County and City covenants and agrees to defend, indemnify and hold harmless UVTG, its officers, agents, and employees, from and against any and all claims, liability, loss, costs, or other obligations, including reasonable attorney's fees, the fees of experts, consultants, or investigators, and the cost of completely abating or cleaning up any contamination of the properties, waters of the State of California, or other properties, on account of or arising out of the County or City work on the Properties or improvements thereon.
11. UVTG and each person performing work on behalf of UVTG on City Properties for the City, including volunteers, shall register to participate in the County's Volunteer Program through NCO and complete the City of Ukiah's Volunteer Waiver in substantially the form of the attached Exhibit A before participating on any project.

12. The parties agree that any problems or disputes that arise in performing under this MOU shall be communicated immediately to the County of Mendocino Facilities and Fleet Division of the Executive Office with respect to County Property and to the City Community Services Department with respect to City Properties which shall take appropriate steps to resolve same.
13. Each party to this MOU shall have the right to cancel the MOU, upon thirty (30) days written notice to the other parties.
14. The following individuals will be the point of contact for this MOU.

Cultural Services Agency
Karen Horner, Director
880 N. Bush St.
Ukiah, CA 95482
(707) 234-2872

City of Ukiah
Sage Sangiacomo
300 Seminary Ave
Ukiah, CA 95482
(707) 463-6213

Ukiah Valley Trail Group
Neil Davis, President
413 N. State St.
Ukiah, CA 95482
(707) 467-3220

15. Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering projects performed by UVTG on the Properties, are hereby canceled and superseded by the terms of this MOU, and such prior agreements, statements, or understandings shall have no further force or effect.
16. UVTG shall not assign its rights or obligations under this Agreement without the prior written approval of the City and the County. This MOU shall apply to and bind the parties, their personal representatives, and their permitted successors or assigns. The MOU shall be governed by the laws of the State of California, and is to be performed in the County of Mendocino, State of California.
17. This MOU may be executed in one or more duplicate originals bearing the original signature of all parties and when so executed and such duplicate original shall be admissible as proof of the existence and terms of the MOU. The parties irrevocably consent to the jurisdiction and venue of California courts in Mendocino County.
18. The term of the MOU shall commence on October 31, 2019 and shall continue until October 31, 2023. This MOU may be extended on its same terms and conditions, for a period not to exceed two (2) years, upon written agreement between the County, City and UVTG.
19. In performing under this Agreement, UVTG is an independent contractor and not in a joint venture with the City or the County. Volunteers performing on behalf of UVTG are volunteers of UVTG and not of the City or the County. They are not employees of the City or the County for any purpose and do not work under the direction or control of the City or the County. UVTG is solely responsible for training and supervising the performance of its volunteers and for maintaining work-place safety and compliance with applicable statutes and regulations, including, but not limited to, the California Occupational and Health Administration requirements.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

5/28/2020

Budgeted: ☐ Yes ☒ No

Budget Unit: N/A

Line Item: N/A

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By:

Date:

9/29/2020

NAME AND ADDRESS OF CONTRACTOR:

Ukiah Valley Trail Group

413 N. State St.

Ukiah, CA 95482

COUNTY OF MENDOCINO

By:

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date:

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

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:

Deputy

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:

CHRISTIAN M. CURTIS,
Acting County Counsel

By:

Brina Blanton

Deputy

Date:

5/26/2020

INSURANCE REVIEW:

By:

Carmel J. Angelo
Risk Management

5/26/2020

Date:

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Monika Rasmussen
Deputy CEO

5/26/2020

Date:

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

CONTRACTOR/COMPANY NAME

By: Sgt. Sanguin

Date: Oct 22, 2020

NAME AND ADDRESS OF CONTRACTOR:

City of Ukiah

300 Seminary Ave.

Ukiah, CA 95482

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

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: _____