

**JOINT POWERS AGREEMENT BY AND BETWEEN THE CITY OF CLOVERDALE
AND THE COUNTY OF SONOMA REGARDING MAINTENANCE AND INSPECTION
OF CLOVERDALE RIVER PARK TO PROVIDE FOR THE HEALTH, SAFETY, AND
WELFARE AND MEET THE RECREATION NEEDS OF THE CITIZENS OF
CLOVERDALE AND THE SONOMA COUNTY REGIONAL PARK COMMUNITY**

1. Parties

This Joint Powers Agreement ("Agreement"), with the effective date of July 1, 2022, ("the Effective Date") upon which authorized signatories of the public agencies specified in this provision ("Parties") have executed this agreement, is entered into pursuant to California Government Code section 6502 and following by and between the following public agencies:

A. The City of Cloverdale, ("City"), a California municipal corporation of the State of California.

B. The County of Sonoma, a political subdivision of the State of California organized under the laws of the State of California ("County").

2. Recitals

WHEREAS, each of the Parties to this Agreement is a government agency duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of Sonoma; and

WHEREAS, California Government Code section 6502 provides that if authorized by their legislative or other governing bodies, two or more public agencies may by agreement exercise any power common to the parties; and

WHEREAS, the City has been so authorized in accordance with the California Constitution, article XI, section 7, and the City may make and execute contracts and other instruments as necessary or convenient to the exercise of its powers, and enter joint powers agreements; and

WHEREAS, the County has been so authorized in accordance with California Government Code section 23004, wherein the County may: exercise all powers necessary for its statutorily prescribed purposes, including the power to make contracts necessary to the exercise of its powers; and

WHEREAS, the Parties individually own two contiguous parcels which comprise the Cloverdale River Park (hereinafter "the Park"); Assessor's Parcel No. 116-190-039 owned by the City (hereinafter "City Park Parcel") and Assessor's Parcel No. 115-180-068 and Assessor's Parcel No. 115-180-069 owned by the County (hereinafter "County Park Parcel"), together comprising a total area of approximately 44 acres, and located at 31820

McCray Road in the City of Cloverdale and further described in **Exhibit A**, which is attached hereto and made a part of this Agreement by reference; and

WHEREAS, the jurisdictional areas and individual responsibilities of the Parties with respect to the maintenance and inspection of the Park are in close proximity to each other and are susceptible to being provided pursuant to this Agreement; and

WHEREAS, the Parties have previously coordinated their efforts as they relate to their individual responsibilities for the maintenance and inspection of the County Park Parcel through Professional Service Agreements which provided that the City would perform all maintenance and inspections at the Park on behalf of the County for a fee; and

WHEREAS, the use of separate equipment, resources and personnel by each of the respective Parties would result in duplication of effort, inefficiencies in administration and excessive costs, all of which, in the judgment of the Parties, can be eliminated to the substantial advantage and benefit of the citizens and taxpayers of the Parties, if many of the maintenance and inspection tasks for the Park were to be consolidated and performed by the City.;

WHEREAS, the City Council of the City of Cloverdale, at a regularly scheduled meeting on September 14, 2022, 2022, adopted Resolution No. 084-2022, which authorized the City Manager to execute this Agreement on behalf of the City. A copy of Resolution No. 084-2022 is attached hereto as **Exhibit B**.

3. Purpose

The primary purpose of this Agreement is to provide for the continued maintenance and inspection of the Park with the same equipment, resources and personnel for the benefit of the citizens, taxpayers of the Parties and the Park. Furthermore, this Agreement will eliminate the inefficiencies, duplication of efforts and excessive costs the Parties would experience by using their own separate equipment, resources and personnel for the maintenance and inspection of the Park.

4. No Separate Entity Created

The Parties do not intend to create a separate public agency through this Agreement and no provision of this Agreement may be so construed.

5. Term

This Agreement will become effective and the Agreement term will commence upon the Effective Date. The Agreement will continue until June 30, 2025 or until terminated in accordance with Section 7.

6. Obligations of the Parties

A. OBLIGATIONS OF THE CITY

In addition to maintaining and inspecting the City Park Parcel, the City will provide for the maintenance and inspection of the County Park Parcel as specified in this Agreement for the consideration specified in this Agreement in accordance with its terms and applicable law, as hereinafter described:

1) Maintenance and Inspection. City shall maintain and inspect the County Park Parcel, as so identified in **Exhibit A**, by performing the tasks listed hereunder. City shall notify County as soon as possible, but in no event later than 24 hours after observation of any mechanical malfunction of fixed equipment in the County Park Parcel of which City becomes aware in the course of performing the tasks listed hereunder.

2) Hour to Open; Fee Collection. City will open the County Park Parcel by 8 a.m. Monday through Friday, except holidays unless otherwise instructed by the County. When requested by the County, the City will exchange the fee vault on the County Park Parcel from the iron ranger and secure for County pickup. All fee collections shall be conducted according to County Policy 99-06 "Self-Pay and Courtesy Envelope Fees," and turned over to the Regional Parks Department at least weekly.

3) Facilities Maintenance.

a. Clear paved parking lot(s) every third week, and clear paved bike paths and sidewalks as needed.

b. Daily restroom opening by 8 am, M-F, except holidays.

c. Daily restroom checks, replace disposables as needed, pickup garbage/litter, empty can as needed, spot sanitize messes, restock toilet paper and hand sanitizer. All cleaning and paper products will be provided by the county. Alert County staff when supplies are running low and need restocking. Make minor repairs as required. Report major repair needs to the County.

d. Restroom sanitation 2-3 times per week – Mondays and Fridays plus an additional day if needed. Additional days are needed during high visitation months. Sanitation includes sanitizing and scrubbing fixtures as needed, and rinsing fixtures and floors.

e. Inspect signage, picnic tables, other park structures and fences on a weekly basis, make minor repairs, remove minor graffiti, and report major repair needs to the County.

4) Landscape Maintenance.

a. Weeds shall be removed seasonally along the paved trail corridor and shoulder. Weeds may be removed with herbicides in accordance with the County of Sonoma Integrated Pest Management Program. The cost of herbicides, spraying equipment and pesticide reporting is the obligation of the City.

b. Landscaping shall be edged or clipped as needed to maintain a neat and clean appearance.

c. Paved surfaces shall be cleaned of landscaping maintenance debris at least biweekly.

5) Irrigation Maintenance.

a. The irrigation system shall be programmed to provide water according to plant and turf requirements based on weather and soil conditions. Controllers shall be set for early morning operation (before 6:00 a.m.).

b. All irrigation hardware shall be kept free of vegetation, debris, and other foreign material obstructing proper operation.

c. Vandalism and other major damage or breakdowns of the irrigation hardware, ordinary wear and tear, shall be reported regularly to County.

d. Inefficiencies in the operation of the irrigation system shall be reported to County.

6) Non-responsibility for Disposables; Major Equipment; Law Enforcement
City shall not be responsible for well testing, and shall not provide disposables (i.e. janitorial supplies, day use envelopes) or major maintenance equipment for the County Park Parcel. It is agreed that the Sheriff's Department and County Regional Parks shall provide the primary law enforcement for the County Park Parcel.

7) Labor. City shall provide all labor necessary for the responsibilities described in the paragraphs in this Section 6.A. City hereby acknowledges that it has examined the County Park Parcel in its present order and condition and hereby accepts and undertakes the maintenance of the County Park Parcel.

8) County Park Parcel Rules. The City hereby agrees to comply with County rules and regulations provided to City for the safety, care and cleanliness of the County Park Parcel and the preservation of good order as specified in Chapter 20 of the Sonoma County Code.

9) Record Keeping. City shall keep and maintain full and complete records showing all staff time and incidental expenditures by City in such maintenance

of, or services provided at, the County Park Parcel. City, upon request of County, shall provide to County an accounting of all such expenses. Said accounting shall be delivered within thirty (30) days following the request of County. City shall maintain such records for a period of four (4) years following completion of work hereunder.

10) Hours Commitment. City shall provide 13 hours of service per week for its maintenance and inspection responsibilities of the County Park Parcel under this Agreement.

11) Hazards, Vandalism, & Emergency Work; Evaluation Meetings. City agrees to work cooperatively with the County to maintain the grounds and facilities of the County Park Parcel. City shall notify County as soon as possible of any identifiable hazards, substantial vandalism or extraordinary maintenance needs of which City becomes aware in the course of performing the tasks listed in the aforementioned paragraphs of this Section 6.A. In the event City determines an imminent hazard condition exists and necessitates emergency work in order to protect the public health and safety, City shall take any initial steps necessary to secure the area and to prevent injury and damage. County shall be immediately contacted for further authorization and direction in resolving the site conditions. County-authorized emergency work shall be billable by the City as Extra or Changed Work in accordance with Section 6.C.2.

City-paid employees shall meet on an as needed basis with County operating and maintenance employees to evaluate the condition of the Park grounds and facilities, and review the scope and responsibility of required maintenance.

12) Performance Standard. City shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person engaged in the maintenance of public parks. If County determines that any of City's work is not in accordance with such level of competency and standard of care, County shall have the right to do any or all of the following: (a) require City to meet with County to review the quality of the work and resolve matters of concern; (b) require City to correct the non-conforming work at no additional charge until it is to the reasonable satisfaction of the County; (c) terminate this Agreement pursuant to the provisions of Section 7 of this Agreement; or (d) pursue any and all other remedies at law or in equity.

B. OBLIGATIONS OF COUNTY

1) Payment. For all services and incidental costs required under this Agreement, City shall be paid in accordance with the following terms:

a. Budget for Services and Costs. For all services and incidental costs required under this Agreement, City shall be paid at a rate of \$18,942.05 per quarter for services described in the Section A; total payments to City shall not exceed **\$227,304.62** for the term of this Agreement, and shall be allocated with the following limits:

Scheduled Maintenance Services	\$227,304.62
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Emergency/Open Scope Services	\$10,000
Total Not-to-Exceed Cost	\$237,304.62

Emergency/Open Scope Services shall be billed at rates included in **Exhibit C**. County must approve any change to billing rates or budget in writing as an amendment to this Agreement. The Director of Regional Parks and City Manager shall have authority to review service levels annually and to make adjustments as necessary to remain within budget limits.

C. ADDITIONAL OBLIGATIONS

1) Billing and Payment. City shall provide billings to County within thirty (30) days after the end of each calendar quarter during the Term at a rate of \$18,942.05 per quarter and, subject to approval by County, shall be paid within thirty (30) days of receipt of an invoice.

2) Emergency/Open Scope Services. Emergency and Open Scope Services must be approved in writing in advance. Invoices must include hours, rates (per **Exhibit C**), and, materials.

3) Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both Parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Director of Regional Parks in a form approved by County Counsel, and the City Attorney. The Board of Supervisors must authorize all other extra or changed work for the County, and the City Council will authorize all other extra or changed work for the City as appropriate. The Parties expressly recognize that, pursuant to Sonoma County Code section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements, except in an emergency as set forth under section 6.A.12.

7. Termination of Agreement

This Agreement may be terminated in accordance with the following:

A. Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties to this Agreement shall have the right, in their sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other Party.

B. Termination for Cause. Notwithstanding any other provision of this Agreement, should either Party 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, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for termination.

C. Payment Upon Termination. Upon termination of this Agreement City shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination. City shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder the cost of services performed and incidental costs required in accordance with this Agreement prior to the date of termination; provided, however, that if the Agreement is terminated for cause pursuant to Section 7.B, the non-breaching Party may deduct from such amount the amount of damage, if any, sustained by virtue of the breach.

D. Authority to Terminate. The Board of Supervisors for the County of Sonoma has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Director of Regional Parks, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County. The City Council has the authority to terminate this Agreement on behalf of the City.

8. Insurance

A. With respect to performance of work under this Agreement, each Party shall maintain a program of self-insurance or excess insurance or any combination thereof, and shall name the other Party as an additional insured thereon to protect against any liability for bodily injury or property damage arising out of or in connection with the performance of the insuring Party, its officers, agents, and employees, under this Agreement. The liability coverage under such program of self-insurance or excess insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Each Party shall supply a certificate of self-insurance to the other Party on or before the time of execution of this Agreement by the parties. Each Party shall notify the other Party in writing prior to any termination of such self-insurance program.

B. With respect to performance of work under this Agreement performed by a subcontractor of City, City shall require all subcontractors performing work to maintain insurance as described below.

1) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Subcontractor shall provide immediate written notice to the City of Cloverdale if the insurance is terminated or the limits are reduced.

2) General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed to provide that:

a. The County of Sonoma and the City of Cloverdale, their respective officers and employees, are named as additional insureds for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of the Cloverdale River Park Maintenance Agreement between the County of Sonoma and City of Cloverdale.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided is primary and non-contributory coverage to the County of Sonoma and the City of Cloverdale with respect to any insurance or self-insurance programs maintained by the County or City.

Subcontractor shall provide immediate written notice to the City of Cloverdale if the insurance is terminated or the limits are reduced.

3) Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Subcontractor shall provide immediate written notice to the City of Cloverdale if the insurance is terminated or the limits are reduced.

4) Documentation. The following documentation shall be submitted by the subcontractor to the County of Sonoma, Department of Regional Parks, and to the City of Cloverdale:

a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the performance or any task by the subcontractor under this Agreement.

b. Copies of properly executed endorsements required above. Said endorsement copies shall be submitted prior to the performance of any work by the subcontractor under this Agreement.

c. Upon either Party's written request for certified copies of the required insurance policies, said policy copies shall be submitted within thirty (30) days of the request.

d. After the Agreement has been signed, signed Certificates of Insurance for subcontractor insurance 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.

C. Policy Obligations. The Parties' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

D. Material Breach. If either Party, for any reason, fails to maintain self insurance coverage, which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The non-breaching Party, in its sole option, may terminate this Agreement. If a subcontractor of City fails to maintain insurance in accordance with this Agreement, such subcontractor shall be prohibited from conducting any work under this Agreement. County may terminate this Agreement if a subcontractor performs work without the required insurance. These remedies shall be in addition to any other remedies available to the Parties.

9. Indemnification

Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, employees, and volunteers, 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 omission, or negligence of such indemnifying Party, its officers, agents, employees, and volunteers. 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. The parties acknowledge that they are a general law county and a general law city in the state of California and that certain immunity protections against liability from third parties under California law inure to the benefit of both parties. This indemnity provision is not meant to reduce any such immunity protection available to either party.

Indemnification By Subcontractor

City shall require in any contract with a subcontractor to perform work under this Agreement the following Indemnification clause:

Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including the County of Sonoma and the City of Cloverdale, and to indemnify, hold harmless, and release County of Sonoma and the City of Cloverdale, their respective officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against the County of Sonoma and/or the City of Cloverdale based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this paragraph apply whether or not there is concurrent negligence on County of Sonoma's and/or the City of Cloverdale's parts, but to the

extent required by law, excluding liability due to County of Sonoma's and/or the City of Cloverdale's conduct. The County of Sonoma and the City of Cloverdale shall each have the right to select its own legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

County may terminate this Agreement if a subcontractor performs work without the required indemnification clause. These remedies shall be in addition to any other remedies available to the Parties.

10. Agreement not for Benefit of Third Parties

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

11. Amendment

This Agreement may be amended at any time upon the written mutual approval of the Parties.

12. Invoices, Notices, Bills

Any notices, payments or invoices concerning this Agreement to be sent to the City shall be directed to:

City Manager David Kelley
124 N. Cloverdale Blvd.
Cloverdale, California, 95425.
Phone: 707-894-2521
Email: dkelley@ci.cloverdale.ca.us
Facsimile: 707-894-3451

Any notices or invoices concerning this Agreement to be sent to the County shall be directed to:

Bert Whitaker, Park Manager, Sonoma County Regional Parks Dept., 2300
County Center Dr. #120-A, Santa Rosa, CA 95403.
Phone: 707-565-2041;
Email: bert.whitaker@sonoma-county.org
Facsimile: 707-579-8247

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business

day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice 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, invoices 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.

13. Severability

If any provision of this Agreement shall be held to be invalid, void or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

14. Waiver

A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either Party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

15. Remedies Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default. Upon the occurrence of an event of default, the Parties may pursue all remedies at law or in equity which are not otherwise provided for in this Agreement, expressly including the remedy of specific performance of this Agreement.

16. Entire Agreement

This Agreement, together with **Exhibits A-C** attached hereto and incorporated herein contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents and discussions pertaining thereto.

17. Binding Effect; Due Authorization

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named Party shall be deemed to apply to

any successor, heir, administrator, executor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

18. Statutory Compliance/Living Wage Ordinance

Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

19. Nondiscrimination

City shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

20. AIDS Discrimination

City agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term

21. Assignment and Delegation

Neither Party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other Party shall have so consented.

22. Parties Not Co-Venturers; No Brokers

Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another. Neither Party is to be considered an employee of the other and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to employees. In the event a Party exercises its right to terminate this Agreement, the other Party expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Each Party represents and warrants to the other that no brokers have been retained or consulted in connection with this transaction other than as disclosed in writing to the other Party. Each Party agrees to defend, indemnify, and hold the other Party harmless from any claim, loss or liability made or imposed by any other Party claiming a fee or commission in connection with this Agreement hereto and arising out of the indemnifying Party's conduct.

23. Captions; Interpretation

The captions used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

24. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

25. Further Assurances

The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such actions, as either shall reasonably request or as may be necessary to carry out the intent of this Agreement.

26. 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.

27. Merger

This writing 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 modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

28. Time is of the Essence

Time is of the essence and is a material term for all conditions and provisions contained in this Agreement.

Executed on the date first written above at Sonoma County, California by:

City of Cloverdale

Sonoma County



[Todd Lands \(Dec 7, 2022 12:51 PST\)](#)

Todd Lands
Mayor

Chair
Board of Supervisors

Date

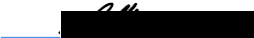
Date

Attest: _____

Attest: _____

APPROVED AS TO FORM

APPROVED AS TO FORM



[Jose Sanchez \(Dec 7, 2022 15:22 PST\)](#)

City Attorney

Date: _____

County Counsel

Date: _____

Exhibit A

**Property Description showing City and County APNs
(attached as separate PDF)**

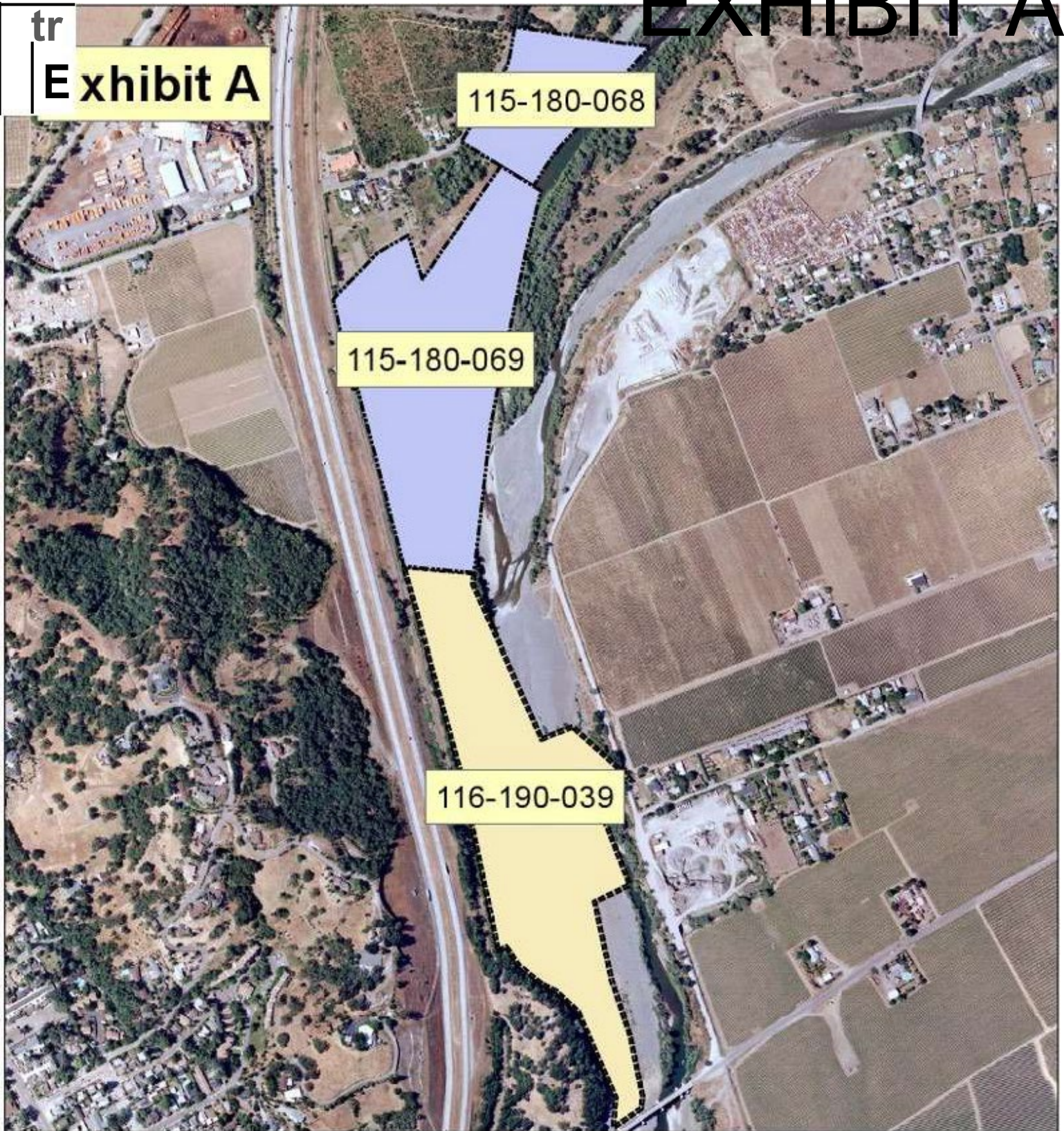
EXHIBIT B
Resolution of Cloverdale City Council
(hard copy attachment)

Exhibit C

Emergency and Open Scope Services Labor Rates

tr

Exhibit A



Cloverdale River Park County/City Boundary Map

0 395 790 1,580 Feet

Legend

! - ! County Park Parcel
! J
! = = = =

! ... ! ! City Park Parcel



EXHIBIT B

CITY OF CLOVERDALE
CITY COUNCIL

RESOLUTION NO. 084-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE APPROVING A JOINT POWERS AGREEMENT BETWEEN THE CITY OF CLOVERDALE AND THE COUNTY OF SONOMA REGARDING MAINTENANCE AND INSPECTION OF THE CLOVERDALE RIVER PARK TO PROVIDE FOR THE HEALTH, SAFETY AND WELFARE AND MEET RECREATIONAL NEEDS OF THE CITIZENS OF CLOVERDALE AND SONOMA COUNTY.

WHEREAS, the City of Cloverdale and Sonoma County Regional Parks (hereinafter “the Parties”) have been in formal agreement since 2007 wherein the City performs park maintenance and related services at the Cloverdale River Park (hereinafter “the Park”); and

WHEREAS, the Parties individually own two contiguous parcels which comprise the Park Assessor's Parcel No. 116-190-039 owned by the City (hereinafter “City Park Parcel”) and Assessor's Parcel No. 115-180-068 and Assessor’s Parcel No. 115-180-069 owned by the County (hereinafter “County Park Parcel”), together comprising a total area of approximately +/-48 acres located at 31820 McCray Road in the City of Cloverdale; and

WHEREAS, the Parties coordinate their efforts as they relate to their individual responsibilities for the maintenance and inspection of the County Park Parcel through a Joint Powers Agreement which provides that the City performs maintenance and inspections at the Park on behalf of the County for compensation; and

WHEREAS, each of the Parties to this Agreement is a government agency duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of Sonoma; and

WHEREAS, California Government Code Section 6502 provides that if authorized by their legislative or other governing bodies, two or more public agencies may by agreement exercise any power common to the parties; and

WHEREAS, the City has been so authorized in accordance with the California Constitution, Article XI, Section 7, and the City may make and execute contracts and other instruments as necessary or convenient to the exercise of its powers, and enter joint powers agreements; and

WHEREAS, the County has been so authorized in accordance with California Government Code Section 23004, wherein the County may: exercise all powers necessary for its statutorily prescribed purposes, including the power to make contracts necessary to the exercise of its powers; and

WHEREAS, the existing Joint Powers Agreement between the Parties for the Park expired on June 30, 2022; and

WHEREAS, the Parties desire to reauthorize the previous Joint Powers Agreement with amendments for a new term through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cloverdale does hereby:

1. Approves a Joint Powers Agreement attached hereto as Exhibit A between the City of Cloverdale and the County of Sonoma for the Cloverdale River Park for a term through June 30, 2025, and

2. Authorizes the City Manager to execute said agreement on behalf of the City in a final form approved by the City Attorney.

It is hereby certified that the foregoing Resolution was duly introduced and adopted by the City Council of the City of Cloverdale at its regular meeting held on the 14th day of September 14, 2022, by the following vote:

AYES (5): Mayor Lands, Vice Mayor Wolter, Councilmembers: Bagby, Cruz, Palla

NOES (0):

ABSENT (0):

ABSTAIN (0):

Approved:



Todd lands (Oct 7, 2022 05:09 PDT)

Todd Lands, Mayor

Attested:



Mike Maloney, City Clerk

Attachment:

Exhibit A - Joint Powers Agreement

Cloverdale Riverpark JPA Exhibit C: Emergency and Open Scope Services Labor Rates

FY22-23 Labor Rates

	\$ Per Hour	Hours / Week	Cost /Week	Cost Per Year
Parks Superintendent	122.00	4	488 \$	25,376.00
Park and Landscape Assistant	78.00	9	702 \$	36,504.00
Finance & HR Analyst	117.00	0.5	58.5 \$	3,042.00
Finance Director	109.00	0.5	54.5 \$	2,834.00
Vehicle Charge	28.65	4	114.6 \$	5,959.20
Sub Total			\$	73,715.20

FY23-24 Labor Rates

	\$ Per Hour	Hours / Week	Cost /Week	Cost Per Year
Parks Superintendent	125.66	4	502.64 \$	26,137.28
Park and Landscape Assistant	80.34	9	723.06 \$	37,599.12
Finance & HR Analyst	120.51	0.5	60.255 \$	3,133.26
Finance Director	112.27	0.5	56.135 \$	2,919.02
Vehicle Charge	28.65	4	114.6 \$	5,959.20
Subtotal			\$	75,747.88

FY24-25 Labor Rates

	\$ Per Hour	Hours / Week	Cost /Week	Cost Per Year
Paks Superintendent	129.43	4	517.7192 \$	26,921.40
Park and Landscape Assistant	82.75	9	744.7518 \$	38,727.09
Finance & HR Analyst	124.13	0.5	62.06265 \$	3,227.26
Finance Director	115.64	0.5	57.81905 \$	3,006.59
Vehicle Charge	28.65	4	114.6 \$	5,959.20
Subtotal			\$	77,841.54

Total **\$ 227,304.62**










Cloverdale River Park JPA FY22-23

Final Audit Report

2022-12-07

Created:	2022-12-06
By:	Mike Maloney (Mmaloney@ci.cloverdale.ca.us)
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