

**MEMORANDUM OF UNDERSTANDING BETWEEN  
RCPA and County of Sonoma  
for Urban Sustainability Directors Network Representation**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and executed as of this 13th day of August, 2019, (the “EFFECTIVE DATE”), by and between the Regional Climate Protection Authority (“RCPA”), a local government agency, and Sonoma County, a political subdivision of the State of California “COUNTY” for RCPA to represent the County as a member of the urban Sustainability Directors Network (“USDN”).

**RECITALS**

USDN is a network of local governments dedicated to accelerating urban sustainability through peer exchange and collaboration between local government sustainability leaders to catalyze the creation and implementation of urban sustainability solutions. USDN governments lead the way to sustainable, low-carbon futures by developing, adopting, and sharing practices that create equitable and prosperous communities and healthy environments.

RCPA is a local government agency overseen by a Board of elected officials from each of the ten local jurisdictions in Sonoma County. The RCPA is tasked with coordinating countywide efforts to reduce GHGs and become more resilient to climate change.

COUNTY seeks to participate in USDN through representation from RCPA to collaborate with other local entities to further climate goals in Sonoma County and share information to further climate goals in other jurisdictions.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RCPA and COUNTY hereby agree as follows:

**ARTICLE I -- DEFINITIONS**

Terms used in this MOU in all capital letters and not otherwise defined herein have the meaning given in Government Code Section 27390 et seq.

**ARTICLE II – GENERAL DUTIES AND RESPONSIBILITIES**

A. COUNTY agrees to become a member of USDN.

B. RCPA agrees to represent the County as a Core Participant of USDN. Participation as a Core Participant of USDN requires the participant to actively learn from, assist, and collaborate with USDN peers and regularly contribute time and effort to the network through the following minimum requirements:

1. Communicate with peers through the weekly e-news (open twice a month) and website (post quarterly)
2. Actively connect with peers through leadership roles, groups, and/or projects (one annually)
3. Help USDN collect data for communication and program development (two surveys annually)

B. County and RCPA agree to designate Aleka Seville, RCPA Director of Climate Programs, as the County's representative core participant in USDN.

C. RCPA agrees to contribute \$2000 to the \$5000 annual membership fee.

#### ARTICLE IV – GENERAL PROVISIONS

A. In the performance of this MOU, RCPA and COUNTY shall each act in an independent capacity and not as an officer, employee, or agent of the other.

B. Neither COUNTY or RCPA shall enter into any subcontract for services covered by this MOU without first obtaining written approval from the other party. Any subcontract shall be subject to the same terms and conditions as this MOU.

C. This MOU shall not be assigned by RCPA or COUNTY without the written consent of the other party.

D. This MOU is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and supersedes any and all prior or contemporaneous Memoranda of Understanding or understandings or contracts. This MOU may be changed or modified only upon the written consent of the parties hereto. Any alteration, variation, modification, amendment or waiver of the provisions of this MOU shall be valid only when reduced to writing and signed by the parties hereto.

E. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this MOU, the party with knowledge of the problem shall notify the other party as soon as possible in writing and by telephone.

F. This MOU shall be governed by the laws of the State of California.

G. COUNTY agrees to indemnify, defend and hold harmless RCPA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from COUNTY's acts, errors or omissions in performing the MOU and for any costs or expenses incurred by RCPA on account of any claim based on the COUNTY's acts, errors or omissions arising out of its performance of this MOU, except where such indemnification is prohibited by law.

RCPA agrees to indemnify, defend and hold harmless COUNTY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from RCPA's acts, errors or omissions in performing this MOU and for any costs or expenses incurred by COUNTY on account of any claim based on RCPA's acts, errors or omissions arising out of its performance of this MOU, except where such indemnification is prohibited by law.

#### ARTICLE VI – NOTICES AND REPORTS

Any notice or report desired to be served by either party upon the other shall be addressed, personally delivered, or mailed to the respective parties as set forth below:

COUNTY:

David Rabbitt, Chair  
County of Sonoma

575 Administration Drive, Suite 104A  
Santa Rosa, CA 95403

RCPA:

Suzanne Smith, Executive Director  
Regional Climate Protection Authority  
411 King Street  
Santa Rosa, CA 95404

Either party hereto may at any time, by giving ten (10) days written notice to the other party, designate any other contact party, address or facsimile number in substitution of the contact party, address or facsimile number to which such notice or communication shall be given.

#### ARTICLE VII – TERM AND TERMINATION

A. This MOU shall take effect as of the EFFECTIVE DATE and shall continue in full force and effect for three years after the EFFECTIVE DATE unless otherwise terminated as provided in this MOU. COUNTY and RCPA may extend the term of this MOU pursuant to an executed amendment.

B. Either party may terminate this MOU for any reason by serving the other party with prior written notice of at least thirty (30) days.

C. In addition to other termination provisions contained herein, in the event that either party determines that the other party's performance of its duties or other terms of this MOU are deficient in any manner, notice of such deficiency shall be sent in writing. Any deficiency shall be remedied within five business days of such notification, or the other party may, at its option, terminate this MOU immediately upon written notice.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

RCPA

By: \_\_\_\_\_

Name: Suzanne Smith

Title: Executive Director

COUNTY

By: \_\_\_\_\_

Name: David Rabbitt

Title: Board of Supervisors Chair