

SPONSOR AGREEMENT

This Agreement is made and entered into by and between the Orange County Conservation Corps, a private nonprofit organization, hereinafter referred to as "OCCC", the County of Orange, a subdivision of the state of California, hereinafter referred to as "COUNTY" and the Orange County Flood Control District, a body corporate and politic, hereinafter referred to as "District". DISTRICT and COUNTY are sometimes collectively referred to herein as "SPONSOR". SPONSOR and OCCC are sometimes collectively referred to herein as "PARTIES" or individually as "PARTY".

WHEREAS, OCCC is a Community Conservation Corps certified by CalRecycle/California Conservation Corps pursuant to Section 14507.5 of the Public Resources Code; and,

WHEREAS, the District relies on County staff to carry out its duties pursuant to the Orange County Flood Control District Act, Water Code App. §§ 36-1 et seq., and County staff may request Contractor to perform services under this Contract on behalf of District; and,

WHEREAS, OCCC wishes to provide training in job skills and environmental education to young people of Orange County through a program which includes projects in public service conservation work; and,

WHEREAS, SPONSOR can provide opportunities for public service with Orange County Public Works, hereinafter referred to as "OCPW", through meaningful and productive work projects for OCCC member participants; and,

WHEREAS, the OCCC shall generally be engaged in projects which preserve, maintain and enhance environmentally important lands and waters, particular those under the jurisdiction of the SPONSOR; and,

WHEREAS, the OCCC shall accomplish useful and needed public works projects to preserve, maintain and enhance the environment in both urban and rural areas; and,

WHEREAS, OCPW administers various maintenance projects throughout the geographic boundaries of the COUNTY on behalf of the COUNTY's Road Division, as well as the DISTRICT; and,

WHEREAS, the OCCC may execute contracts for furnishing the services of the Corps to any federal, state, or local agency and any local or statewide private organization concerned with the objectives of the Corps; and,

WHEREAS, the OCCC may be reimbursed by the federal government, any state or local public agency, or any private organization for actual expenses incurred by the Corps for any project; and,

NOW THEREFORE, in consideration of the above, it is agreed between the PARTIES as follows:

A. OCCC Responsibilities

1. OCCC agrees to provide a work crew of OCCC member participants between the ages of 18 and 26 to perform general labor job skills under the direct supervision of an OCCC Supervisor for all OCPW work projects where an OCCC provided work crew is identified as appropriate by OCPW. OCCC will provide appropriate supervision, and will assist SPONSOR in training, direction and inspection of work for OCCC member participants.
2. OCCC agrees to thoroughly screen, test, and interview prospective OCCC member participants in accordance with their internal procedures to ensure suitability for placement within the program. Further, OCCC agrees to advise prospective candidates that SPONSOR may require a DMV and/or background review prior to or after accepting applicant into the program.
3. OCCC agrees that each OCCC member participant's performance shall meet standards of SPONSOR. OCCC further agrees to be responsive to, and available for consultation with SPONSOR and/or the participant on any such participant's performance or any aspect of the program as deemed necessary by SPONSOR. OCCC will terminate the OCCC

member's participant's participation on OCPW projects upon SPONSOR's request at any time so long as suitable information is provided to OCCC.

4. OCCC will appoint a program administrator, hereinafter "PROGRAM ADMINISTRATOR", who will act as liaison between SPONSOR and OCCC during the term of this Agreement. PROGRAM ADMINISTRATOR shall be accountable for all administrative duties, to include but is not limited to timecards, schedules, payroll, and program requirements associated with the OCCC program.
5. OCCC is an "independent contractor" and neither its employees nor the OCCC member participants will be considered employees of COUNTY, DISTRICT or OCPW for any purpose.
6. OCCC will furnish daily transportation for the OCCC work crew from the OCCC location on Raymond Ave. in Anaheim to the OCPW facility located at 2301 N. Glassell Street, Orange, California 92865 or designated work site as determined by the SPONSOR.
7. OCCC agrees to provide all necessary hand tools, gloves, and protective safety equipment to include, but is not limited to rain suits and rubber boots, as warranted by the work assignment. OCCC shall require all of its member participants to utilize OCCC-provided protective equipment at all times when performing work on SPONSOR's projects and shall require all OCCC member participants to conduct themselves in a professional, safe manner while on-site and in transit to or from the locations of SPONSOR's projects.

B. SPONSOR Responsibilities

1. SPONSOR shall hold an orientation meeting with OCCC administrators and placement counselors prior to the assignment of work. Such orientation will explain the work assignment, location of assignment, name of SPONSOR coordinator and work scheduler, hours of work, appropriate dress, parking and COUNTY, DISTRICT and OCPW policies, procedures, and other rules and regulations of SPONSOR.

2. SPONSOR agrees to provide appropriate direction of work, assignment, and inspection of work.
3. SPONSOR agrees to provide necessary project materials and consumable supplies (i.e. sandbags, straw wattles, trash bags), except those described in Section A, item 7 above.

C. General Provisions

1. Work assignments may require an OCCC work crew for extended periods of time based upon the existing scope of work at the time of the assignment SPONSOR's program coordinator and the PROGRAM ADMINISTRATOR will discuss the work scope, schedule and resource availability and agree to terms of the assignment prior to execution and/or as identified during the course of the work assignment. The composition of the work crew and duration of assignments shall be discussed and agreed upon between the PARTIES except for incidents for unsatisfactory performance as stated Section A, item 3.
2. OCCC work crews will provide two crews. One Monday to Thursday and one from Tuesday to Friday. Both crews will work no more 7 hours a day from 6:45 am to 2:30 pm, which will include 1 hour for travel and a half hour for lunch from 11:00 to 11:30. Each crew member will work a maximum of up to 32 hours each week.
3. Work crew will consist of 1 Supervisor/Driver and approximately 8 – 12 corps members.
4. Work assignments will include but are not limited to general labor responsibilities utilizing hand and power tools to perform such tasks as: preparing and placing sandbags, erosion control, flood fighting, trash and debris removal, overgrown vegetation clearing, cutting and removal, flood control channel cleaning, and provide weed abatement a directed at SPONSOR owned or maintained facilities. OCCC shall ensure its member participants are properly trained for their assigned tasks.
5. When requested by the SPONSOR, OCCC will provide a work crew that is certified under the National Green Infrastructure Certification Program (NGICP). The NGICP certified crew will be requested to perform inspections and maintenance on existing and newly

constructed green infrastructure, stormwater treatment system, and water quality management plans.

6. OCCC member participants will be required to follow all standard COUNTY, DISTRICT and OCPW policies, procedures, rules, regulations and ordinances pertaining to, but not limited to, adherence to orders, directions, safety, personal conduct, and hygiene.

D. Fiscal Provisions

1. OCCC agrees to furnish monthly participant work documentation on time sheets or other appropriate reporting documents provided by OCCC and acceptable to SPONSOR.
2. SPONSOR agrees to reimburse, and OCCC agrees to accept reimbursement at a rate not to exceed fees listed in the table below. Annual contract amount shall not exceed Four Hundred Thousand Dollars (\$400,000.00)

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel	Hourly				
Regular Time	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47
Overtime	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70
Emergency	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70

NGICP Certified Crew	Hourly				
Regular Time	\$31.50	\$33.08	\$34.73	\$36.47	\$38.29
Overtime	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43
Emergency	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43

Equipment	Per Day				
Vermeer 1400XL Chipper and Chipper Dump Truck	\$700.00	\$700.00	\$735.00	\$735.00	\$771.75
Vermeer 1400XL Chipper Less Dump Truck	\$500.00	\$500.00	\$525.00	\$525.00	\$551.25

3. Service provided by Corp members shall be tracked alongside fee-for-service hours, and both will be noted on monthly invoices submitted to Sponsors. Upon submission of OCCC invoices, SPONSOR agrees to pay OCCC monthly in arrears. Incomplete, missing, or inaccurate invoices shall be returned to OCCC for corrections.
4. Invoices shall be submitted to:

OC Public Works Operations and Maintenance
2301 N. Glassell St.
Orange, CA 92865
attention: Jermaine G. Harris

5. OCCC agrees the reimbursement described in Section item D.2. above shall be the sole reimbursement for any of OCCC's costs including, but not limited to, salaries, wages, fringe benefits, payroll taxes, insurance, holiday pay, sick days, overall payroll expenses, general administrative costs and transportation to work sites within thirty-five (35) miles of the OCCC location on Raymond Ave. in Anaheim.

E. Availability of Funds

Each payment obligation of SPONSOR is conditioned upon the availability of COUNTY or DISTRICT funds which are appropriated or allocated for the payment of such obligation. If funds are not allocated or available for the continuance of the program, this program may be terminated by SPONSOR upon written notice to OCCC.

F. Term of Agreement

This Agreement shall remain in effect for five (5) years commencing on the date it is signed by the last PARTY and shall remain in effect unless terminated upon sixty (60) days written notice from either PARTY to the other.

G. Amendments

This document sets forth the entire Agreement between SPONSOR and OCCC and shall not be modified or amended except in writing upon mutual consent of the PARTIES.

H. Indemnification and Insurance

1. OCCC agrees to indemnify, defend with counsel approved in writing by COUNTY and DISTRICT, and hold harmless the COUNTY and DISTRICT, and their elected and appointed officials, officers, employees, agents and those

special districts and agencies which COUNTY's Board of Supervisors acts as the governing board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by OCCC. If judgment is entered against OCCC and COUNTY OR DISTRICT, by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or DISTRICT or COUNTY INDEMNITEES, OCCC and COUNTY and DISTRICT agree that liability will be apportioned by the court. Neither party shall request a jury apportionment.

2. Prior to the provision of services under this Agreement, OCCC agrees to carry all required insurance at OCCC's expense, including all endorsements required herein, necessary to satisfy the COUNTY and DISTRICT that the insurance provisions of this Agreement have been complied with. OCCC agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY and DISTRICT during the entire term of this Agreement.
3. OCCC shall ensure that all subcontractors performing work on behalf of OCCC pursuant to this Agreement shall be covered under OCCC's insurance as an additional Insured or maintain insurance subject to the same terms and conditions

as set forth herein for OCCC. OCCC shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from OCCC under this Contract. It is the obligation of OCCC to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by OCCC through the entirety of this Agreement for inspection by County representative(s) at any reasonable time.

4. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from OCCC. If OCCC is self-insured, OCCC will indemnify the COUNTY and DISTRICT for any and all claims resulting or arising from OCCC's services in accordance with the indemnity provision stated in this Agreement.

If the OCCC fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or If the insurance carrier does not have an A.M. Best Rating of A-VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings. The policy or policies of insurance maintained by the OCCC shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
<u>Workers Compensation</u>	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Sexual Abuse and Molestation	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange and Orange County Flood Control District and their elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT .
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the OCCC's insurance is primary and any insurance or self-insurance maintained by the County of Orange and Orange County Flood Control District shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT .

All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment. OCCC shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY.

Agreement No. MA-080-25010342

Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the Agreement. If the OCCC fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be delayed or cancelled. COUNTY expressly retains the right to require OCCC to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County and DISTRICT. COUNTY shall notify OCCC in writing of changes in the insurance requirements. If OCCC does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to OCCC, and COUNTY shall be entitled to all legal remedies. The procuring of such required policy or policies of insurance shall not be construed to limit OCCC's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

I. Notices

1. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

SPONSOR: OCPW- O&M
2301 N. Glassell St.
Orange, CA 92865
Attn: Jose Garcia
Phone No: (714) 955-0304
Fax No: (714) 955-0378

OCCC: OCCC
1853 N. Raymond Ave.
Anaheim, CA 92801
Attn: Jeremy Newton
Phone No: (714) 956-6222 xt 222
Fax No: (714) 956-1944

2. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above.

3. Either PARTY hereto may change its address to which notices are to be sent by giving notice of such change to the other PARTY.

J. Successors and Assigns

This Agreement shall be binding on the successors and assigns of the PARTIES hereto.

K. Waiver of Rights

The failure of SPONSOR or OCCC to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that SPONSOR or OCCC may have, and shall not be deemed a waiver of the right to require strict performance of all of the terms, covenants and conditions of this Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this Agreement.

L. Applicable Law

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive PARTIES shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

Furthermore, the PARTIES have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

M. Severability

If any part of this Agreement is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

N. Attorney Fees/Costs

Should litigation be necessary to enforce any terms or provisions of the Agreement, then each PARTY shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

O. Waiver and Interpretation

Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof. No provision in this Agreement is to be interpreted for or against a PARTY because that PARTY or his legal representative drafted such provision.

P. Authority

The PARTIES to this Agreement represent and warrant that this Agreement has been authorized and executed and constitute the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Q. Employee Eligibility Verification

1. OCCC warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. OCCC shall obtain from all OCCC members performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. OCCC shall retain all such documentation for all covered OCCC members for the period prescribed by the law.
2. OCCC shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the and hold harmless the COUNTY, DISTRICT, and each of their elected and appointed officials, officers, employees, agents and representatives COUNTY, from

employer sanctions and any other liability which may be assessed against OCCC or the COUNTY, DISTRICT, or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

R. State Audit and Accounting Records

Pursuant to and in accordance with Section 8546.7 of the California Government Code, if this Agreement involves expenditures of public funds aggregating in excess of Ten Thousand Dollars (\$10,000), OCCC shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under the Agreement.

OCCC shall maintain records for all costs connected with the performance of the OCCC including but not limited to the costs of administering the contract, materials, labors, equipment, rentals, permits, insurance, bonds, etc. for audit or inspection by County, State, or by any other appropriate governmental agency during the three-year period.

///

///

Agreement No. MA-080-25010342

COUNTY OF ORANGE, a political subdivision of the State of California

Date: _____

By: _____
Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: _____
ROBIN STIELER

Clerk of the Board of Supervisors of Orange County, California

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Signed by:
By: William Mink _____
C88031248AC049C... Deputy

Date: 10/10/2024 _____

ORANGE COUNTY CONSERVATION CORPS

DocuSigned by:
By: Tony Huynn _____
C3076FCEDAC640C...
Tony Huynn
Chief Financial Officer

DocuSigned by:
By: Katharyn O. Muniz _____
A133CCE56ED24B5...
Katharyn O. Muniz
Chief Executive Office