

SPONSOR AGREEMENT

This Agreement is made and entered into by and between the Orange County Conservation Corps, a California public benefit corporation, 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, 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 members, and

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

WHEREAS, the OCCC shall accomplish useful and needed activities to preserve, maintain and enhance the environment of both urban and rural areas.

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

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 program participants over the age of 18 to perform general labor under the direct supervision of an OCCC Supervisor for SPONSOR projects where OCCC-provided labor is used. OCCC will provide supervision and oversight of OCCC crews and may assist SPONSOR in the inspection of jobsite conditions associated with the work assigned to OCCC program participants. This may include instruction on safety rules, specific techniques and proper use of tooling.
2. OCCC agrees to thoroughly screen, test, and interview prospective OCCC program participants in accordance with OCCC's internal procedures to ensure suitability for placement within OCCC's 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 program participant's performance shall meet standards set by 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 immediately terminate any OCCC program participant on SPONSOR's projects at SPONSOR's request, and not employ such terminated program participants at future SPONSOR projects without first obtaining SPONSOR's express written approval.
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 program participants will be considered employees of SPONSOR for any purpose.
6. OCCC will furnish daily transportation for the OCCC work crew from the OCCC location on Raymond Avenue in Anaheim to the SPONSOR facility located at 2301 N. Glassell Street, Orange, California 92865, or other designated work site as specified to OCCC 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 program participants to utilize OCCC-provided protective equipment at all times when performing work on SPONSOR's projects and shall require all OCCC program 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 SPONSOR policies and procedures, and other rules and regulations applicable to OCCC program participants while performing projects for SPONSOR.
2. SPONSOR agrees to provide scope of work, assignment, and inspection of work.
3. SPONSOR agrees to provide materials and consumable supplies necessary for OCCC participants to perform SPONSOR's project (e.g., sandbags, straw wattles, trash bags, etc.), except those described in Section A(7) above.

C. General Provisions

1. Work assignments may require an OCCC crew for extended periods of time based upon the existing scope of work at the time of the assignment. SPONSOR's representative and

1 the PROGRAM ADMINISTRATOR will discuss the work scope, schedule and resource
2 availability and agree to terms of the assignment prior to execution and/or as identified
3 during the course of the work assignment. The composition of the work crew and duration
4 of assignments shall be discussed and agreed upon between the PARTIES.

- 5 2. OCCC crews will be scheduled to work a maximum of up to 32 hours each week as follows:
6 7 hours each on Monday, Tuesday, Wednesday, Thursday from 6:45 am to 2:30 pm, which
7 will include 1 hour for travel and a half hour for lunch from 11:00 to 11:30. Crews will be
8 available on Friday on an emergency basis. SPONSOR will make every effort to provide
9 OCCC 48 hours' notice for non-emergency work activities.
- 10 3. Work assignments will include but are not limited to general labor responsibilities and
11 training in the utilization of hand and power tools to perform such tasks as: preparing and
12 placing sandbags, erosion control, flood fighting, trash and debris removal, overgrown
13 vegetation clearing, cutting and removal, flood control channel cleaning, and provide weed
14 abatement a directed at COUNTY owned or maintained facilities. OCCC shall ensure its
15 program participants are properly trained for their assigned tasks.
- 16 4. OCCC program participants will be required to follow all SPONSOR policies, procedures,
17 rules, regulations and ordinances pertaining to the work being performed. OCCC program
18 participants must follow SPONSOR orders, directions, regulations, practices and rules
19 related to performance of their assigned work, safety, personal conduct, and hygiene.

20 D. Fiscal Provisions

- 21 1. OCCC agrees to furnish monthly participant work documentation on time sheets or other
22 appropriate reporting documents provided by OCCC and acceptable to SPONSOR.
- 23 2. SPONSOR agrees to reimburse, and OCCC agrees to accept reimbursement at a rate not
24 to exceed twenty five dollars (\$25.00) per each hour of participation for each OCCC
25 program participant and per each crew Supervisor provided by OCCC; at the rate of sixty-
26 eight dollars (\$68.00) per hour as reimbursement for light tractor and operator; and at the

rate of thirty seven dollars and fifty cents (\$37.50) per hour as reimbursement for chipper truck and chipper.

3. OCCC invoices are to be submitted in monthly arrears, after services have been completed. SPONSOR agrees to pay OCCC monthly in arrears. Incomplete, missing or inaccurate invoices shall be returned to OCCC for correction.

4. Invoices shall be submitted to:

OC Public Works, Operations and Maintenance

2301 N. Glassell St., Orange, CA 92865

Attention: Administrative Services, GL/AP

5. OCCC agrees the reimbursement described in section 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 30 days written notice to OCCC.

F. Term of Agreement

This agreement shall remain in effect for five years commencing on the date it is signed by the last PARTY hereto, 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, OCC 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 purchase all required insurance at OCC'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. In addition, all subcontractors performing work on behalf of OCCC pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for OCCC.
3. OCCC shall ensure that all subcontractors performing work on behalf of OCC 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. Contractor 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, upon review of OCCC's current audited financial report. If OCCC's SIR is approved, OCCC, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- a. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from OCCC's, its agents, employee's or subcontractor's performance of this Contract, OCCC shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- b. OCCC's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- c. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the OCCC's SIR provision shall be interpreted as though the OCCC was an insurer and the County was the insured.

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

ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$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.

- 1 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
2 least as broad evidencing that the OCCC's insurance is primary and any insurance or
3 self-insurance maintained by the County of Orange and Orange County Flood Control
4 District shall be excess and non-contributing.

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

9 All insurance policies required by this Contract shall waive all rights of subrogation against the
10 County of Orange and Orange County Flood Control District, their elected and appointed officials,
11 officers, agents and employees when acting within the scope of their appointment or
12 employment.

13 OCCC shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten
14 (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY.

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

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

19 Insurance certificates should be forwarded to the agency/department address listed on the
20 Agreement.

21 If the OCCC fails to provide the insurance certificates and endorsements within seven (7) days
22 of notification by CEO/Purchasing or the agency/department purchasing division, award may be
23 delayed or cancelled.

24 COUNTY expressly retains the right to require OCCC to increase or decrease insurance of any
25 of the above insurance types throughout the term of this Agreement. Any increase or decrease
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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

OCCC: OCCC

2301 N. Glassell St.

1853 N. Raymond Ave.

Orange, CA 92865

Anaheim, CA 92801

Attn: Robert Barilla

Attn: Josh Volp

Phone No: (714) 955-0304

Phone No: (888) 641-2677

Fax No: (714) 955-0378

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 either PARTY 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 such

PARTY 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 venue 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, 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 program participants 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 SPONSOR, and hold harmless, the DISTRICT and COUNTY, their agents, officers, and employees from employer sanctions and any other liability which may be assessed against OCCC, the DISTRICT or COUNTY, or all of them, 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

1 State of California for a period of three years after final payment under the Agreement. OCCC
2 shall maintain records for all costs connected with the performance of the OCCC including but
3 not limited to the costs of administering the contract, materials, labors, equipment, rentals,
4 permits, insurance, bonds, etc. for audit or inspection by County, State, or by any other
5 appropriate governmental agency during the three-year period.

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

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By _____
Chairwoman of the Board of Supervisors
County of Orange, California

By _____
Chairman, Board of Supervisors
Chairwoman

SIGNED AND CERTIFIED THAT A COPY
OF THIS AGREEMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE
BOARD PER G.C. Sec 25103,
Reso 79-1535
Attest:

ORANGE COUNTY CONSERVATION CORPS

By 
Katharyn O. Muniz
Chief Executive Officer

By _____
Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

By 
Tony Huynh
Chief Financial Officer

Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By 
Deputy