

Agreement Number: OCP14-003
Orange County Conservation Corp

SPONSOR AGREEMENT

THIS SPONSOR AGREEMENT ("**Agreement**") is made and entered into on this _____ day of _____, 2014, by and between the Orange County Conservation Corps, a private nonprofit organization, (hereinafter referred to as "**OCCC**"), and the County of Orange, a political subdivision of the state of California, (hereinafter referred to as "**COUNTY**").

RECITALS

WHEREAS, OCCC wished to provide training in job skills through a public service program to young men and women of Orange County; and

WHEREAS, the COUNTY through OC Community Resources/OC Parks ("**OC PARKS**") manages over 60,000 acres of park and open space lands; and

WHEREAS, OC PARKS can provide opportunities for public service through participation in this meaningful and productive program for OCCC members.

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

1. OCCC RESPONSIBILITIES

- a. OCCC agrees to provide a work crew of OCCC member participants between the ages of 18 and 23 to perform general labor job skills under the direct supervision of an OCCC Supervisor for OC PARKS work projects. OCCC will provide appropriate supervision and will assist COUNTY in training, direction and inspection of work for OCCC member participants.

- b. 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.
- c. OCCC agrees that each OCCC program participant's performance shall meet standards of COUNTY. OCCC further agrees to be responsive to and available for consultation with COUNTY and/or the participant on any such participant's performance or any aspect of the program as deemed necessary by COUNTY. OCCC will take corrective steps to ensure acceptable performance, which may include termination of an OCCC member's participation in the program.
- d. OCCC will appoint a program administrator (hereinafter referred to as "PROGRAM ADMINISTRATOR") to act as a liaison between COUNTY and OCCC during the term of this Agreement. The PROGRAM ADMINISTRATOR shall coordinate the activities of the OCCC member participants work crew in the program.
- e. OCCC is an "independent contractor" and neither its employees nor the program participants will be considered employees of COUNTY for any purpose.
- f. OCCC will furnish daily transportation for OCCC work crews from the OCCC location on Raymond Avenue in Anaheim to various OC Parks work sites throughout the County of Orange as determined by the COUNTY.
- g. OCCC agrees to provide all necessary hand tools, gloves, and protective safety equipment, including rain suits and rubber boots, as warranted by the work assignment.

2. COUNTY RESPONSIBILITIES

- a. COUNTY 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 COUNTY coordinator and

- work scheduler, hours of work, appropriate dress, parking, and COUNTY policies, procedures, and other rules and regulations of COUNTY.
- b. COUNTY agrees to provide appropriate scope of work, assignment, and inspection of work.
 - c. COUNTY agrees to provide necessary project materials and consumable supplies (i.e., sandbags, straw wattles, trash bags).

3. **GENERAL PROVISIONS**

- a. Scheduled work assignments will generally require a crew for approximately one to three weeks duration, possibly longer based on the scope of work. COUNTY's program coordinator will discuss progress with the OCCC Crew Supervisor during the assignment and with the PROGRAM ADMINISTRATOR as needed, no later than seven days after completion of the work assignment.
- b. The composition of the work crew and duration of assignments to the work crew remain the responsibility of OCCC except for incidents of unsatisfactory performance as discussed in Section 1.c above.
- c. Work crews will be scheduled to work a maximum of up to 32 hours each week as follows: eight hours each on Monday, Tuesday, Wednesday, and Thursday from 6:45 am to 3:15 pm, which will include one hour for travel and a half-hour for lunch from 11:30 am to 12:00 pm. Crews will be available on Friday on an emergency basis.
- d. Work assignments for work crews will include, but are not limited to, general labor responsibilities using tools to perform such tasks as clearing of invasive vegetation species, habitat restoration, trail maintenance and restoration, preparing and placing sandbags, erosion control, storm preparation/fighting, debris removal, overgrown vegetation removal, weed abatement, and herbicide application as

directed. For certain work assignments, OCCC shall provide staff to perform project management, biological monitoring, and regulatory reporting services.

- e. OCCC member participants will be required to follow all standard COUNTY policies, procedures, rules, regulations and ordinances pertaining to, but not limited to, adherence to orders, directions, job safety, personal relations, and hygiene.

4. **FISCAL PROVISIONS**

- a. OCCC agrees to transmit to COUNTY monthly participant work documentation on time sheets or other appropriate reporting form supplied by OCCC and acceptable to COUNTY.
- b. ~~OCCC agrees to match COUNTY funds with in-kind labor, not to exceed Fifty Thousand Dollars (\$50,000) per year. Corps member labor hours utilized for the in-kind match shall be tracked alongside fee-for-service hours, and both will be noted on monthly invoices submitted to COUNTY.~~Intentionally left blank.
- c. COUNTY agrees to reimburse, and OCCC agrees to accept reimbursement, at the following rates not to exceed:

	Cost	Units
Regular Labor (Work Crew and Supervisor)	\$21.00	Per Person, Per Hour
Track Loader and Operator	\$500.00	Per Day
Chipper	\$18.75	Per Hour
Chipper and Chipper Truck	\$37.50	Per Hour
Herbicide Services		
Herbicide	\$400.00	Per Day (approx. 2 acres)
Dye, Adjuvant, etc.	\$50.00	Per Day (approx. 2 acres)

Work Crew Labor	\$19.00	Per Person, Per Hour
Supervisor	\$21.00	Per Person, Per Hour
Spray Truck	\$100.00	Per Day
Administrative Services		
Project Management (Habitat Restoration Specialist)	\$85.00	Per Person, Per Hour
Regulatory Reporting (Restoration Ecologist)	\$120.00	Per Person, Per Hour

d. Upon submission of OCCC invoices, COUNTY agrees to pay OCCC monthly in arrears. Invoices shall be submitted to:

OC Community Resources
Accounts Payable
1770 N. Broadway
Santa Ana, CA 92706-2642

e. OCCC agrees the reimbursement described in Section 4.c 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 from the OCCC location on Raymond Avenue in Anaheim, CA to OC Parks work sites.

5. AVAILABILITY OF FUNDS

Each payment obligation of COUNTY is conditioned upon the availability of COUNTY 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 COUNTY upon written notice to OCCC.

6. **TERM OF AGREEMENT**

The term of this Agreement shall be for one (1) year effective on the first day of the first full month following execution of this Agreement by COUNTY, renewable for three (3) additional one (1) year terms. Based on prior satisfactory performance, the Director of OC PARKS or designee may renew this Agreement, in writing provided that such renewal does not result in the total term of the Agreement exceeding forty-eight (48) months and all terms and conditions remain unchanged. The cost of services for the initial one-year term shall not exceed Two Hundred Thousand Dollars (\$200,000) per year. The cost of services for each additional one (1) year terms shall not exceed Two Hundred Thousand Dollars (\$200,000) per year, respectively.

This Agreement may be terminated by either party upon sixty (60) days written notice to the other.

7. **AMENDMENTS**

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

8. **INDEMNIFICATION**

OCCC agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold harmless the COUNTY and each of its elected and appointed officials, officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto arising out of or in any way related to acts or omissions of an OCCC member or OCCC Supervisor or OCCC personnel, except those arising out of the willful conduct or sole negligent acts of the COUNTY.

9. **INSURANCE**

- a. Prior to the provision of services under this Agreement, OCCC agrees to purchase all required insurance at OCCC's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY 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.
- b. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.
- c. If OCCC fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.
- d. Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's

performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

- e. The policy or policies of insurance maintained by 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 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

- f. 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 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

- g. 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 2010 or CG 2033 or a form at least as broad naming the COUNTY, its elected and appointed officials, officers, employees, agents as Additional Insureds.

- 2) A primary non-contributing endorsement evidencing that OCCC's insurance is primary and any insurance or self-insurance maintained by the COUNTY shall be excess and non-contributing.
- h. All insurance policies required by this Agreement shall waive all rights of subrogation against the COUNTY and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- i. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the COUNTY, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
- j. All insurance policies required by this Agreement shall give the COUNTY 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.
- k. The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).
- l. Insurance certificates should be forwarded to the agency/department address listed herein.
- m. 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 Risk Manager as appropriate to adequately protect COUNTY.

- n. 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 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.

10. **NOTICES**

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

OCCC:	1853 N. Raymond Avenue Anaheim, CA 92801 Attn: Josh Volp Phone Number: 888-641-2677 Fax Number: 714-956-1944
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COUNTY:	13042 Old Myford Road Irvine, CA 92602 Attn: Jeremy Hampton Phone Number: 949-585-6466
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- b. 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.
- c. Either party hereto may change its address to which notices are to be sent by giving notice of such change to the other party.

11. **SUCCESSORS AND ASSIGNS**

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

12. **WAIVER OF RIGHTS**

The failure of COUNTY 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 COUNTY 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.

13. **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 and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

14. **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.

15. **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.

16. **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 the 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.

17. **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.

18. **EMPLOYEE ELIGIBILITY VERIFICATION**

a. 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.

- b. OCCC shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against OCCC or the COUNTY 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.

IN WITNESS WHEREOF, COUNTY and OCCC hereto have executed this Agreement as of the date first written above.

APPROVED AS TO FORM
COUNTY COUNSEL

OCCC
Orange County Conservation Corps,
a private, non-profit organization

By: _____

By: _____

Date: _____

By: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD, PER G.C. SEC 25103, RESO 79-1535

COUNTY
County of Orange, a political subdivision of the State of California

ATTEST:

By: _____
Chair, Board of Supervisors

By: _____
SUSAN NOVAK
Clerk of the Board of Supervisors
Orange County, California