

**AGREEMENT BETWEEN THE
CITY OF STOCKTON AND SAN JOAQUIN GREATER VALLEY CONSERVATION
CORPS**

This agreement is made and entered into this _____ day of _____, 2018, between the CITY OF STOCKTON ("CITY"), a municipal corporation, and **SAN JOAQUIN GREATER VALLEY CONSERVATION CORPS** ("CONTRACTOR"), whose business address is **4421 GIANNECCHINI LANE, SUITE 152, STOCKTON, CA 95206**.

WITNESSETH:

WHEREAS, the CITY requires the abatement of graffiti and litter, and

WHEREAS, CONTRACTOR is able to provide services including legal abatement for graffiti and litter, hereinafter called "PROJECT."

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

- 1) CONTRACTOR agrees:
 - (a) To do the work and furnish all the labor and insurance required for the services of PROJECT in accordance with the scope and specifications specified in Exhibit "A."
 - (b) To promptly perform the work contemplated herein in a good and work-like manner, and to furnish all labor, materials, tools, and equipment necessary thereto, at the prices specified in Exhibit "A" attached hereto and incorporated herein, under the direction of the Police Services Manager of CITY who shall have final approval of all work performed by CONTRACTOR pursuant to this agreement.
 - (c) In addition to the above listed materials, CONTRACTOR will supply one (1) vehicle of sufficient size to be used for debris removal and clean-up.
 - (d) CONTRACTOR agrees to submit a monthly invoice for the mileage and hours worked by Corps members within 5 working days, at the end of each calendar month, wherein work is performed by CONTRACTOR pursuant to this agreement.
 - (e) CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contact, the policies of insurance specified in Exhibit "B" attached hereto and incorporated herein, and as provided in the "agreement documents."

Before permitting any subcontractors to perform work under the agreement, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by CONTRACTOR as may be applied to each subcontractor's work.

Agreement will terminate without penalty when funds are depleted. If funds are appropriated for a portion of the fiscal year, this agreement will terminate without penalty, at the end of the term for which funds are appropriated.

In the event the agreement needs to be terminated, the terminating party will provide a written 60-day notice of termination.

Indemnity and Hold Harmless. With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by CONTRACTOR or CONTRACTOR's officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR's duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this agreement by CONTRACTOR or CONTRACTOR's officers, agents, employees, volunteers or subcontractors. CONTRACTOR's duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but

not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR's proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the Parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers' compensation insurance. CONTRACTOR's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

2. CITY agrees:

- (a) To pay CONTRACTOR for the work in accordance with the cost listed in Exhibit A, Scope of Services, not to exceed an annual amount of \$115,000 and a total contract term amount of \$575,000.
- (b) To pay CONTRACTOR for the work herein contemplated in the following manner:
 - CITY will pay invoices received from CONTRACTOR within 60 days of approving the submitted invoice.
- (c) CITY reserves the right to terminate the agreement for convenience by providing 60 calendar-day advance notice unless otherwise stated in writing.
- (d) CITY reserves the right to periodically audit all charges and services made by the CONTRACTOR to the CITY for services provided under the agreement. Upon request, the CONTRACTOR agrees to furnish the CITY with necessary information and assistance.
- (e) CITY will provide one (1) vehicle supplied with graffiti removal material, as well as a designated location for the disposal of debris.

3. It is expressly understood and agreed by and between the Parties hereto that a waiver of any of the conditions of this agreement shall not be considered a waiver of any of the other conditions thereof.

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IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals the day and year first above written.

CITY OF STOCKTON

CONTRACTOR

KURT O. WILSON
City Manager

By: _____
Signature

ATTEST:

Print Name

BRET HUNTER, CMC
City Clerk

Title: _____

APPROVED AS TO FORM:

By _____
PHAEDRA NORTON
Deputy City Attorney

Exhibit A**SCOPE OF SERVICES**

The performance of said work shall be executed in accordance with the City of Stockton Standard Specifications and Plans section 8-1.03, as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003, and the provisions of the issued PROJECT.

CONTRACTOR agrees to provide CITY with the services as described herein for litter and graffiti abatement as assigned by CITY:

PROJECT ADMINISTRATION

- CONTRACTOR will attend any and all meetings with the CITY to coordinate work to be completed within the PROJECT scope.

CONTRACT TERM

- The term will be for five (5) years. Contract will commence beginning at the CITY's fiscal year beginning July 1st, 2018 and end on June 30th, 2023. Contract Term is subject to CITY budget availability.

SERVICES

- Scope of Work for graffiti abatement projects shall include removal of graffiti from the following, but shall not be limited to:
 - Sound Walls
 - Post Office Boxes
 - Assisting CITY staff with large graffiti removal projects
 - Removing signs/posters from
 - Utility Poles
 - Utility Boxes
 - Public Right-of-Way
 - Other areas assigned by CITY
- Scope of Work for litter abatement projects shall include removal of litter from the following, but shall not be limited to:
 - Highly visible areas
 - Areas that are highly frequented for illegal dumping
 - Participation in revitalization and clean-up of neighborhoods identified as target areas
 - Other areas assigned by CITY

INCLUSION(S) WITH SERVICES OF PROJECT

- Staffing shall include 3 part-time Corps Members for labor on this project.
- CONTRACTOR shall provide one (1) sufficiently sized vehicle to be used for debris removal and clean-up.
- CONTRACTOR shall allow CITY to install a GPS device in the CONTRACTOR provided vehicle.
- CITY shall provide one (1) vehicle supplied with graffiti removal material, as well as a designated location for the disposal of debris.
- Corps Members shall be in uniform with proper safety equipment.
- Corps Members shall possess and maintain a valid driver's license.
- Corps Members shall provide CITY with telephone contact numbers to crew members and field supervisors.

EXCLUSION(S) WITH PROJECT

- Any damage by CONTRACTOR will be repaired at CONTRACTOR's expense.

COST

- FY 2018/2019 – Corps Member's hourly rate will be seventeen dollars (\$17.00). Overtime Rate will be twenty-five dollars and fifty (\$25.50) cents.
- FY 2019/2020 – Corps Member's hourly rate will be eighteen dollars (\$18.00). Overtime Rate will be twenty-seven dollars (\$27.00).
- FY 2020/2021 – Corps Member's hourly rate will be nineteen dollars (\$19.00). Overtime Rate will be twenty-eight dollars and fifty (\$28.50) cents.
- FY 2021/2022 – Corps Member's hourly rate will be twenty dollars (\$20.00). Overtime Rate will be thirty dollars (\$30.00).
- FY 2022/2023 – Corps Member's hourly rate will be twenty-one dollars (\$21.00). Overtime Rate will be thirty-one dollars and fifty (\$31.50) cents.
- A maximum of 8 hours per day can be worked by any Corps Member.
- Mileage shall be reimbursed at a rate of sixty-two (\$0.62) cents per mile which will offset fuel and general maintenance costs for the vehicle. Mileage logs will be submitted with monthly invoice for payment. This rate will remain the same throughout term of contract.
- A monthly roster including dates worked, hours worked and cost of each Corps Member will accompany the monthly invoice for payment. Rosters will be verified by the CITY.
- CONTRACTOR will bill the CITY at the end of each month for the hours worked and mileage incurred.
- Invoice submitted by CONTRACTOR shall be for services provided to CITY by Calendar Month.
- CITY will pay CONTRACTOR within 60 days of approving the submitted invoice.

Exhibit B**INSURANCE REQUIREMENTS****SERVICES AND PRODUCTS**

Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Environmental Impairment/Pollution Liability**, to include non-aerial spraying of pesticides and herbicides, groundwater contamination, hazardous materials disposal, etc. with limits no less than **\$1,000,000** per occurrence, to include Sudden and Accidental and Environmental cleanup.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers; or the Contractor shall provide a financial guarantee

satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL and AL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.
2. For any claims related to this project, the **Contractor's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate holder address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
400 E Main Street, 3rd Floor – HR
Attn: City Risk Services
Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.