1	AGREEMENT
2	31352
3	THIS AGREEMENT is made and entered, in duplicate, as of August 20,
4	2009 for reference purposes only, pursuant to Resolution No. RES-09-0084, adopted by
5	the City Council of the City of Long Beach at its meeting on August 18, 2009, by and
6	between the CONSERVATION CORPS OF LONG BEACH, a California nonprofit
7	corporation ("Corps"), and the CITY OF LONG BEACH, a municipal corporation ("City").
8	WHEREAS, the Corps wishes to provide job training and environmental
9	education for young adults through various conservation and improvement projects for
10	public agencies; and
11	WHEREAS, the City can provide opportunities for public service through
12	meaningful and productive work projects; and
13	WHEREAS, the Corps is the only organization of its kind and provides
14	unique service as well as serving as a leader in the community; and
15	WHEREAS, Resolution No. RES-09-0084 authorized the City Manager to
16	enter a contract with the Corps to provide job training and environmental education to
17	young men and women of the Long Beach area through a program which includes public
18	conservation and improvement projects;
19	NOW, THEREFORE, in consideration of the mutual terms and conditions

20 herein, the parties agree as follows:

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> 21 In accordance with Section 14304 of the 1. PROJECT SCOPE. 22 California Public Resources Code, projects of the Corps ("Projects") shall be directed 23 toward providing opportunities to the public for the use of natural resources and 24 environmentally important public lands and waters, while at the same time providing young men and women with an opportunity for personal development in a variety of basic 25 26 skills. Projects shall be selected by mutual agreement of City and Corps on the basis of the environmental and natural resource benefits offered, the opportunities for public use, 27 28 and the value of on-the-job training for corpsmembers.

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City recognizes that the resources of the Corps are limited and the public 1 service conservation work of the Corps may be altered in priority from time to time. 2

TERM. The term of this Agreement shall commence at midnight on 3 2. May 1, 2009, and shall terminate on May 1, 2010, with the option to renew for two (2) 4 5 additional one (1) year terms.

PROJECT PROPOSAL FORM. City shall designate and approve 6 3. Projects to be undertaken on a Special Project Approval Form containing the information 7 detailed in Exhibit "A", attached hereto and incorporated herein by this reference. In 8 addition, a Project Proposal Form attached hereto and incorporated herein as Exhibit "B" 9 shall be submitted providing a detailed description of the Project. 10

ORIENTATION. City shall hold an orientation meeting with Corps 4. personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project.

14 5. PLANS AND SPECIFICATIONS. City shall provide complete plans for the Project. The plans shall include, where appropriate, the following: 15

> Design development; Α.

Β. Detailed specifications for the Project;

C. Civil, structural, electrical, mechanical and plumbing designs, 18 drawings and calculations as required; and 19

D. Construction schedule setting forth time estimates for the Project.

PROJECT COMMENCEMENT. The Special Project Approval Form 22 6. shall specify which of the following permits, plans and specifications shall be the 23 responsibility of City and which shall be the responsibility of the Corps: approvals and 24 permits required by any other state, federal, or local agency which may be necessary to 25 commence construction or operation of the Project, adequate plans and specifications, 26 27 sufficient funds, materials, supplies, equipment, adequate technical supervision, and any 28 special labor requirements to complete the Project.

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The Corps shall coordinate with trade unions or other labor organizations to
 resolve problems pertaining to the Project. However, if a problem arises, the Corps may
 withdraw from the Project having the problems.

7. <u>PROGRAM COORDINATION</u>.

A. The City Manager or designee shall coordinate the Project with the Corps and shall render overall supervision of the progress and performance of this Agreement by City.

B. The Corps' Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with City. If the Executive Director is replaced during the term of this Agreement, the Corps shall notify City immediately of such occurrence. The Executive Director and the Corps staff will fully cooperate with City relating to the Project, areas of concern, and the impact of the Project on residents of City.

8. <u>PERMISSION GRANTED</u>. After a Special Project Approval Form is approved, the Corps, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in the Special Project Approval Form for the purpose set forth in said form. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto, and is limited to the dates contemplated for completion of the Project as specified on the Special Project Approval Form.

9. <u>PAYMENT_OF_COSTS</u>. The Project shall be undertaken at the
 Corps' sole cost and expense on a reimbursement basis, except for a Project where City
 materials and supplies are to be used as specified in the Special Project Approval Form
 and except where the parties have agreed in writing to other payment arrangements prior
 to or simultaneous with approval of a Project.

The Corps understands and agrees that if the actual cost of a Project exceeds the estimated cost on the Special Project Approval Form, City is not responsible for the difference and shall not reimburse the Corps for any additional costs incurred,

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1 unless those additional costs are due to additions or changes to the Project which were
2 requested by City.

10. <u>TITLE TO IMPROVEMENTS</u>. Title to all improvements constructed
in whole or in part on lands owned or controlled by City shall vest in City upon completion
or final inspection of the Project, whichever is sooner.

6 11. <u>EMERGENCIES</u>. Temporary suspension or permanent cessation of 7 a Project may be required due to emergency conditions. Under such circumstances, City 8 and the Corps shall mutually agree on the postponement of a Project and who should 9 bear the costs incurred due to said postponement.

12. <u>TIME AND PROGRESS</u>. The Corps shall begin work on each Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project according to the time schedule in the Special Project Approval Form.

The Corps shall work so that the completed Project shall be comparable to
that specified in the Special Project Approval Form. The Corps and City shall notify each
other and obtain approval from each other prior to any change in the time schedule.

17 13. <u>USE OF PREMISES</u>. The Corps shall confine construction 18 equipment, the storage of materials and equipment, and the operations of workers to the 19 Project site and areas identified in and permitted by the Special Project Approval Form 20 and shall not unreasonably encumber same with construction equipment or other 21 materials or equipment.

During the work, the Corps shall keep the Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, the Corps shall remove all waste, rubbish and debris from and about the Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by City. Corps shall restore to original condition all property not designated for alteration by this Agreement.

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The Corps shall not load nor permit any part of any structure to be loaded in

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any manner that will endanger the structure, nor shall the Corps subject any part of the
 Project or adjacent property to stresses or pressures that will endanger them.

14. <u>RIGHTS OF ENTRY AND INSPECTION</u>. City, its officials, agents
and employees shall at all times have the right of entry and free access to the Project site
and areas identified in and permitted by the Special Project Approval Form and right to
inspect all work done, labor performed, and materials furnished in and about the Project
and to inspect all books, contracts, and records of the Corps pertaining to the Project.

8 15. <u>PROGRESS REPORTS</u>. The Corps shall keep the City Manager or 9 designee informed on all phases of the Project. Until the Project has been completed, 10 the Corps shall make progress reports when milestone dates are achieved or upon 11 request by the City Manager or designee in such detail and at such times as may be 12 reasonably requested.

13 16. <u>FINAL INSPECTION</u>. Final inspection and acceptance shall be 14 made at the Project site. City reserves the right to sample, inspect, and test materials 15 throughout the duration of the work, and to reject, in its sole discretion, any materials 16 which are found to be unsatisfactory. The Corps shall replace rejected materials at no 17 cost to the City.

17. <u>PROJECT SUPERVISION</u>. Work on a Project shall be under the
 immediate supervision of Corps officials. City may provide such operation supervision,
 technical assistance, guidelines and inspection as it considers necessary to properly
 complete the Project.

18. <u>SIGNS</u>. The Corps shall not construct, maintain, place or allow any
signs, exhibits, displays, emblems, or logos on the Project site without the prior approval
of the City Planning Commission and the City Manager or designee.

25 19. <u>COMPLIANCE WITH LAWS</u>. The Corps shall comply with all
26 applicable local, state and federal laws, rules, and regulations pertaining to the Project,
27 including but not limited to any environmental specifications on the Special Project
28 Approval Form.

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1 20. BIDS NOT REQUIRED. Because the Projects will be donated to 2 City for the benefit of the citizens of City, and because the Projects are being coordinated 3 and managed by the Corps, and because the Corps is providing a valuable public service 4 to the citizens of City, and because the services of the Corps provide a valid public 5 purpose, and because this Agreement would significantly further the purposes of Public Resources Code, Section 14507.5 establishing community conservation corps, and 6 7 because this Agreement and the services of the Corps provide the dual benefit of work 8 experience and education training to corpsmembers, placing the Projects contemplated 9 by this Agreement out to competitive bid would be an idle act.

10 21. PERFORMANCE AND PAYMENT BONDS. On or before the date of 11 commencement of a Project, City may require that the Corps obtain a performance bond 12 in the amount of One Hundred Percent (100%) of the estimated cost of the Project, and a 13 payment bond (labor and material bond) in the amount of Fifty Percent (50%) of the 14 estimated cost of the Project if the cost is less than \$25,000 or in the amount of One 15 Hundred Percent (100%) of the estimated cost of the Project if the cost is \$25,000 or 16 more. Said bonds shall name City as joint obligee with the Corps. Nothing contained in 17 this Section shall be deemed to release the Corps from the obligation to keep the Project 18 site free and clear of labor and material liens. The performance bond shall remain in 19 effect until completion of the Project. The payment bond shall remain in effect until the 20 expiration of the time for filing liens or stop notices or until the Project site is free from the 21 effect of such liens. If City requires that the Corps obtain a performance bond or a 22 payment bond (labor and material), or both, the Corps reserves the right to withdraw from 23 the Project after notice to City. If the Corps exercises said right, neither City nor the 24 Corps shall have any further liability to the other with respect to that Project under the 25 terms of this Agreement.

22. <u>INSURANCE</u>. As a condition precedent to the effectiveness of this
Agreement, Corps shall procure and maintain at Corps' expense for the duration of this
Agreement from an insurance company that is admitted to write insurance in the State of

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1 California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the 2 following insurance:

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Commercial general liability or self-insurance equivalent in coverage (a) scope to an ISO form CG 00 01 11 85 naming the City of Long Beach, its officials, employees, and agents as additional insureds on an endorsement equivalent in coverage scope to an ISO form CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to the Corps' operations or performance under this Agreement in an amount not less than One Million Dollars (\$1,000,000) per 9 occurrence and not less than Two Million Dollars (\$2,000,000) general aggregate. Such 10 insurance shall not exclude or limit coverage for broad form contractual liability, crossliability protection, independent contractors liability, abuse or molestation liability, or products and completed operations liability.

Workers' compensation coverage as required by the California Labor 14 (b) Code and employer's liability insurance in an amount not less than One Million Dollars 15 (\$1,000,000) per accident or occupational illness. 16

17 Commercial automobile liability insurance equivalent in coverage (c) scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand 18 Dollars (\$500,000) combined single limit per accident for bodily injury and property 19 damage covering Auto Symbol 1 (All Autos). 20

Blanket honesty bond in an amount of Twenty-Five Thousand 21 (d) 22 Dollars (\$25,000).

23 Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, its officials, 24 employees, and agents in the same manner and to the same extent as they would have 25 26 been protected had the policy or policies not contained retention provisions. Each 27 insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and 28

shall be primary and not contributing to any other insurance or self-insurance maintained
 by City.

Corps shall deliver to City certificates of insurance and original 3 4 endorsements for approval as to sufficiency and form prior to the start of performance 5 hereunder. The certificates and endorsements for each insurance policy shall contain the 6 original signature of a person authorized by that insurer to bind coverage on its behalf. 7 "Claims made" policies are not acceptable unless the City's Risk Manager or designee 8 determines that "Occurrence" policies are not available in the market for the risk being 9 insured. If a "Claims made" policy is accepted, it must provide for an extended reporting 10 period of not less than one hundred eighty (180) days after the expiration or termination 11 of the Agreement. This insurance shall not be deemed to limit Corps' liability relating to 12 performance under this Agreement. City reserves the right to require complete certified 13 copies of said policies at any time. Any modification or waiver of the insurance 14 requirements herein shall be made only with the prior written approval of City Risk 15 Manager. The procuring of insurance shall not be construed as a limitation on liability or 16 as full performance of the indemnification provisions of this Agreement.

17 23. INDEMNITY. Corps shall, with respect to services performed in 18 connection with this Agreement, indemnify and hold harmless the City, its Boards, 19 Commissions, and their officials, employees and agents (collectively in this Section, 20 "City") from and against any and all liability, claims, demands, damage, loss, causes of 21 action, proceedings, penalties, costs and expenses (including attorney's fees, court 22 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims 23 include allegations and include by way of example but are not limited to: Claims for 24 property damage, personal injury or death arising in whole or in part from any negligent 25 act or omission of Corps, its officers, employees, agents, or anyone under Corps control 26 (collectively "Indemnitor"); Corps breach of this Agreement; misrepresentation; willful 27 misconduct; and Claims by any employee of Indemnitor relating in any way to workers' 28 compensation. Independent of the duty to indemnify and as a free-standing duty on the

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1 part of Corps, Corps shall defend City and shall continue such defense until the Claim is
2 resolved, whether by settlement, judgment or otherwise.

No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Corps shall notify the City of any claim within ten (10) days. Likewise, City shall notify Corps of any claim, shall tender the defense of such claim to Corps, and shall assist Corps, as may be reasonably requested, in such defense.

In connection with performance of this 8 24 NONDISCRIMINATION. Agreement and subject to applicable rules and regulations. Consultant shall not 9 10 discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, 11 12 handicap or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These 13 actions shall include, but not be limited to, the following: employment, upgrading, 14 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of 15 pay or other forms of compensation; and selection for training, including apprenticeship. 16

17 25. <u>AMENDMENT AND WAIVER</u>. This Agreement shall not be
18 amended, nor any provision or breach hereof waived, except in writing signed by the
19 parties which expressly refers to this Agreement.

20 26. <u>GOVERNING LAW</u>. This Agreement shall be governed by and 21 construed pursuant to the laws of the State of California (except those provisions of 22 California law pertaining to conflicts of law). Corps shall comply with all laws, ordinances, 23 rules and regulations of and obtain such permits, licenses, and certificates required by all 24 federal, state and local government authorities.

25 27. <u>INTEGRATION</u>. This Agreement constitutes the entire
26 understanding between the parties and supersedes all other agreements, oral or written,
27 with respect to the subject matter herein.

28. <u>AMBIGUITY</u>. In the event of any conflict or ambiguity between this 9

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Agreement and any Project Proposal Form, the provisions of this Agreement shall 2 govern.

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BOOKS AND RECORDS. 29.

The Corps shall maintain ledgers, books of account, invoices, Α. vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to the Corps on a Project.

The Corps shall maintain all documents and records which Β. demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

Any records or documents required to be maintained pursuant C. to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Corps' address shown herein.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of the Corps, City may, by written request, require that custody of the records be given to City and that the records and documents be maintained in City Access to such records and documents shall be granted to any party Hall. authorized by the Corps, its representatives, or successors-in-interest.

INDEPENDENT CONTRACTOR. In performing services hereunder, 26 30. Corps is and shall act as an independent contractor and not an employee, representative, 27 28 or agent of City. Corps shall be free to contract for similar services to be performed for

others during this Agreement. Corps acknowledges and agrees that (a) City will not 1 withhold taxes of any kind from Corps' compensation, (b) City will not secure workers' 2 compensation or pay unemployment insurance to, for or on Corps' behalf, and (c) City 3 will not provide and Corps is not entitled to any of the usual and customary rights, 4 benefits or privileges of City employees. Corps expressly warrants that neither Corps nor 5 any of Corps employees shall represent themselves to be employees or agents of City. 6

7 31. SEVERABILITY OF PROVISIONS. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason 8 9 whatsoever, all other terms and conditions shall remain in full force and effect.

WAIVER. The acceptance of work or the payment of any money by 32. City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

Neither City nor the Corps shall be 33. UNFORESEEN DELAYS. deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material. Act of God, acts of public enemy, acts of superior governmental authority, 18 weather conditions, riots, rebellion, sabotage or any other circumstance which is not 19 20 within its control.

APPROVAL. Whenever the approval of either party is required by 21 34. this Agreement, that party shall not unreasonably withhold or delay such consent. 22 23 Whenever in this Agreement the approval of a party is required, such approval shall be in writing and shall be executed by a person having the express authority to grant such 24 25 approval.

35. MECHANIC'S LIEN. The Corps shall keep the Project site free of 26 27 any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on the Project site, the Corps shall: (a) Record a valid release of lien; or (b) Procure and 28

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record a lien release bond in accordance with Section 3143 of the California Civil Code
issued by a surety authorized to do business in California and providing for payment of
any sum recovered by claimant. Any costs in obtaining relief under this Section shall be
the sole responsibility of the Corps and shall not be reimbursed by City.

36. <u>CONTROLLING LAW</u>. Except where federal law preempts and except with respect to principles of conflicts of laws, this Agreement shall be governed by and construed pursuant to the laws of the State of California.

8 37. <u>NOTICE</u>. Any notice required hereunder or desired to be given by
9 either party shall be in writing and personally delivered or deposited in the U.S. Postal
10 Service, first class, postage prepaid to the following address of each party:

City: City of Long Beach Purchasing Division 333 W. Ocean Blvd., 7th Floor Long Beach, California 90802 Attn: Business Relations Manager

Corps:	Conservation Corps of Long Beach
	340 Nieto Avenue
	Long Beach, California 90814
	Attention: Executive Director

Notice of change of address shall be given in the same manner as stated
herein for other notices. Notice shall be deemed given on the date deposited in the mail
or on the date personal delivery is made, whichever first occurs.

38. <u>HEADINGS</u>. The various headings and numbers herein and the
sequence of provisions hereof are for convenience only, shall not be considered a part
hereof, and shall have no bearing on the construction or interpretation hereof.

39. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement shall be binding
on and inure to the benefit of the parties, their successors and assigns.

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40. <u>VENUE</u>. In the event that suit is brought by either party hereunder,
 the parties agree that trial of such action shall be had in a state court in the City of Long
 Beach or in a United States District Court for the Southern District of California.

4 41. <u>INTERPRETATION</u>. If any questions arise as to the proper
5 interpretation of the terms and specifications or any Project undertaken pursuant to this
6 Agreement, the decision of the City Manager or designee shall be final.

42. SUSPENSION AND TERMINATION.

A. City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. Cause shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement, including exhibits.

If the City elects to exercise its right under this Subsection (A), City shall notify the Corps of City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by the Corps if relying on Subsection (A)(2). The Corps shall have ten (10) calendar days in which to respond. If the Corps does not respond to the satisfaction of City, City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the above, any suspension or termination of this Agreement shall not relieve City of its obligation to defray appropriate costs incurred by the Corps prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

24 43. <u>CONTINUING RIGHTS</u>. Termination or expiration of this Agreement
25 shall not affect rights or liabilities of the parties which accrued pursuant to this Agreement
26 prior to termination or expiration of this Agreement.

44. <u>NO PECULIAR RISK</u>. Corps acknowledges and agrees that the
services to be performed hereunder do not constitute a peculiar risk of bodily harm and
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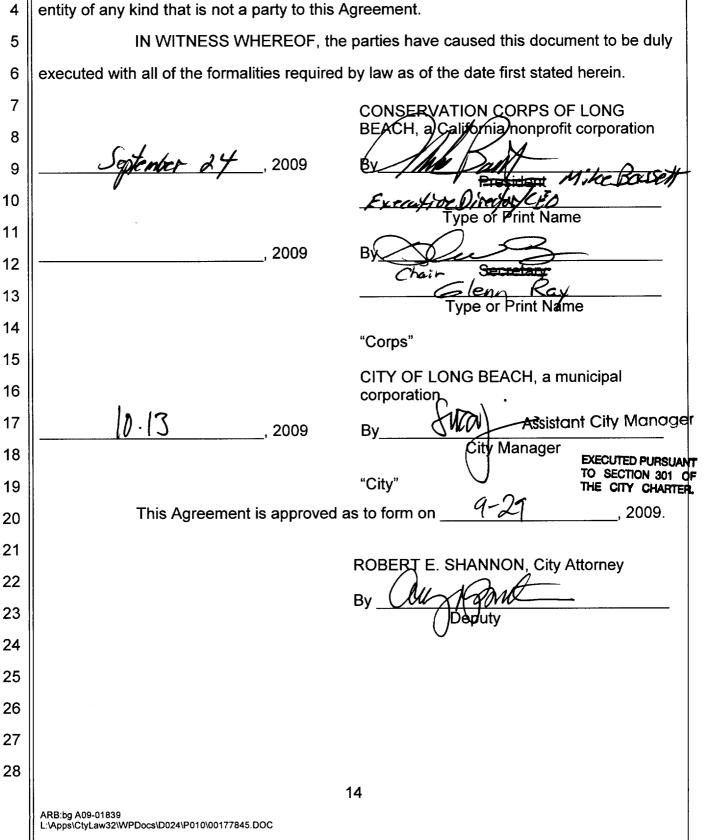
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1 || that no special precautions are required to perform said services.

45. <u>NO THIRD PARTY BENEFICIARY</u>. This Agreement is not intended
or designed to or entered for the purpose of creating any benefit or right for any person or
entity of any kind that is not a party to this Agreement.

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Conservation Corps of Long Beach

*Exhibit A"

Project Approval Form

The terms, conditions and covenants of the "Agreement by and between the Sponsoring Agency and the Conservation Corps of Long Beach to carry out Community Improvement Activities" are incorporated by reference into this Project Proposal Form. The Conservation Corps of Long Beach agrees to and shall fully comply with said terms, conditions and covenants at all times for the subject herein.

Date:

Project:

Description:

Supervisor(s):	Joyce McDevitt, Deputy Director	Phone: FAX:	(562) 986-1249 (562) 986-9390
Start Date:	Completion Date:		
Number of Corpsme Equipment/Material	-		
TOTAL:			
Comments:			
Approval:	Conservation Corps of Long Beach	Date:	
Approval:	Sponsoring Agency	Date:	

Conservation Corps of Long Beach

"Exhibit B"

Project Proposal

Sponsoring Agency:

Address:

Phone: FAX:

Sponsor Representative:

Project Title:

- I. Steps to Initiate CCLB Project Proposal:
 - 1. Complete Project Proposal.
 - 2. Mail or deliver to Deputy Director.
 - **3.** Proposal is received by Deputy Director, and arrangements are made to inspect project site.
 - 4. Sponsor and Deputy Director organize logistics and details of project.
 - 5. Project starting date is scheduled according to needs of Sponsor and availability of CCLB crews.
- II. Project Details and Description of Scope and Purpose:
- III. What is the Public Benefit of the Project?
- IV. What Skills or Training Will Corpsmembers Receive?

Conservation Corps of Long Beach

Project Supervisor:	Joyce McDevitt Deputy Director	Phone: FAX:	(562) 986-1249 (562) 986-9390
Project Duration:			
Project Location:			
Equipment / Materials R	Required:		
Additional Comments:			
CCLB Authorization: _	Executive Director	Date: _	
Sponsor Authorization:		Date: _	
Sponsor Title:			
		b	

Conservation Corps of Long Beach

"Preserving the PastConserving for the Future"