

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal  
Dept.: City Manager  
Subject: AGREEMENT WITH ORANGE COUNTY  
CONSERVATION CORPS FOR RECYCLING  
AND MAINTENANCE SERVICES

From: William E. Murray  
Dept.: Public Works  
Date: September 13, 2011

OBJECTIVE

To receive City Council approval to enter into an agreement with the Orange County Conservation Corps (OCCC) to provide recycling and maintenance services to be paid for with grant funds.

BACKGROUND/DISCUSSION

For the past ten years, grant funds awarded by the Department of Conservation (DOC) has allowed the City to form a partnership with the OCCC to provide beverage container recycling and litter abatement in the City's parks. The OCCC is an organization where young men and women receive on-the-job training and leadership skills essential for career development. In addition to recycling and litter abatement, the OCCC uses their own grant funds to expand the scope of work to include a variety of public works related maintenance services, such as tree trimming, mowing, edging, and minor construction projects.

In August 2011, the DOC awarded the City \$46,079 to continue the City's program with the OCCC.

FINANCIAL IMPACT

The cost of this program is \$46,079 and is funded entirely by DOC grant funds. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that City Council:

- Approve the attached agreement with the Orange County Conservation Corp in the amount of \$46,079 for recycling and maintenance services paid for with DOC grant funds.
- Authorize the City Manager to execute the agreement on behalf of the City.

  
WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer

  
By: Ann Elfert  
Sr. Administrative Analyst

**Recommended for Approval**

  
Matthew Fertal  
City Manager

Attachment – Agreement with Orange County Conservation Corps

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **ORANGE COUNTY CONSERVATION CORPS**, a California Non-Profit Corporation here in after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to provide park maintenance, litter abatement, and recycling services throughout the City.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** This Agreement shall cover services rendered from the date of execution until June 30, 2012. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the Scope of Work (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is incorporated herein by reference.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **FORTY-SIX THOUSAND SEVENTY NINE (\$46,079.00)** in arrears and in accordance with proposal in Attachment "A".
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and

payment shall be based on schedule included in Proposal (Attachment "A").

3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability, including sexual misconduct, in an amount not less than \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability, including mobile equipment, if mobile equipment is used by contractor, in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. Orange County Conservation Corps  
1853 N. Raymond Avenue  
Anaheim, CA 92801
- b. (Address of City) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
13802 Newhope Street 11222 Acacia Parkway  
Garden Grove, CA 92843 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal (Attachment "B"), which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Time of Essence.** Time is of the essence in the performance of this Agreement.
12. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
13. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
14. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**


By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**ORANGE COUNTY CONSERVATION CORPS**

By: 

Name: KATHARYN M. BANDONI

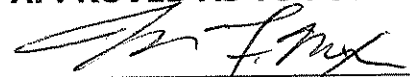
Title: CEO

Date: 8/30/11

Tax ID No. 33-0563781

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney

8/25/11  
Date

## **EXHIBIT A**

### **SCOPE OF WORK**

The purpose of this job-training program is to provide park recycling and maintenance services to the City while providing OCCC members with on-the-job experience and training needed to qualify as entry-level maintenance personnel. The Orange County Conservation Corps (OCCC) will use grant funds from the Department of Conservation (DOC) awarded to the City in the amount of \$46,079.

#### **The OCCC agrees to the following:**

1. Park recycling and litter abatement services: City DOC grant funds will be used to establish and maintain beverage container recycling and litter abatement programs. With City approval, the OCCC will assist in placing recycling containers at designated parks to collect recyclable beverage containers. The OCCC will service these containers as needed. Service will include collecting the beverage containers, maintaining the container, and the immediate area surrounding the container for trash and litter. Other recycling services may include collecting beverage containers and removing trash and debris from city facilities, flood control channels, alleyways, or community events. All beverage containers collected will become the property of the OCCC and all recycling revenue generated through this program will be donated to the OCCC to help offset costs of the recycling program provided by the OCCC. The OCCC will report on a monthly basis amounts in pounds of beverage containers collected and recycled by the OCCC when such reporting systems become available to the OCCC.
2. Maintenance Services may include but are not limited to the following: irrigation and landscaping, tree planting, removal of non-native vegetation, weed abatement, flood control, storm damage, painting, and/or general maintenance and repair of park structures and equipment.
3. Selected, qualified individual OCCC members may with the approval of the OCCC be assigned to work alongside and with City personnel to perform a variety of projects that will provide a higher level of training and work/learn experiences. All OCCC crews will have an OCCC supervisor present at all times at the job site to assure proper conduct and the use of safe work practices.
4. Funds will be used for corps member labor, training, transportation, supervision, tools, and safety equipment.
5. OCCC will maintain the same work crew throughout each project whenever possible.

The City agrees to the following:



1. The City will provide all project materials needed to complete projects. This may include but not be limited to the following: paint and painting supplies, wood, landscape and irrigation supplies, dumpsters, special project equipment, trees and plants.
2. City personnel will provide instruction and training as needed so that OCCC members acquire the work/learn experiences needed to qualify as entry-level maintenance personnel.

### **COMPENSATION**

The City of Garden Grove agrees to pay for work performed under this Agreement up to an amount no greater than \$46,079 from DOC grant funds, paid by the City of Garden Grove at an hourly rate, per worker, equal to \$21.00 per hour.

The OCCC will invoice the City on a monthly basis for services performed during the previous month. The OCCC invoice will include the time period of the invoice, number of corps member hours, and total amount to be paid by the City of Garden Grove. Hours contributed by the OCCC and paid for through OCCC grant funding will be provided on a monthly basis via electronic mail to [annc@ci.garden-grove.ca.us](mailto:annc@ci.garden-grove.ca.us).



ORANGE COUNTY  
CONSERVATION CORPS

Earn...Learn...Serve...  
Tools to Green the Future!

toll free: (888) 641-CORP (2677)

1855 north raymond avenue | anaheim, ca 92801

[www.hireyouth.org](http://www.hireyouth.org)

August 18, 2011

City of Garden Grove  
Attn: Ann Eifert  
13802 Newhope St.  
Garden Grove, CA 92842

RE: Support Labor

Ms. Eifert,

The Orange County Conservation Corps (OCCC) proposes to provide a labor force to assist the city with general maintenance tasks. OCCC will provide labor at an hourly rate of \$21.00 per crewmember. The total amount invoiced for labor described above will not exceed **\$46,079.00**. OCCC will invoice the city at the end of the month for the previous month serviced.

We sincerely appreciate your interest in partnering with the OCCC. The Orange County Conservation Corps is a 501©(3) founded in 1993 as part of the Anaheim anti-gang taskforce. The OCCC is a voluntary work/learn program that provides an opportunity for at-risk and disadvantaged youths, age 18 to 25, to earn a living while learning valuable employment skills through job training, and attend our on-site charter school to earn their high school diploma. Work projects are environmentally-based and benefit the community.

Sometimes called a "Second Chance at Success," the OCCC is for some a last chance to avoid gangs, stay free of drug abuse, avert incarceration, and ultimately ensure a positive life for themselves as working, productive members of their community. OCCC's growth in Orange County depends directly upon the availability of projects like those of the City of Garden Grove.

Sincerely,

Josh Volp  
Director of Operations

PREPARING ORANGE  
COUNTY'S YOUNG ADULTS  
TO ENTER TOMORROW'S  
WORKFORCE



EXECUTIVE DIRECTOR

KATHARYN BANDONI

BOARD OF DIRECTORS

RICHARD DITTMAR  
PRESIDENT

TRENT EISENMAN  
VICE PRESIDENT

BARBARA WHITNEY  
VICE PRESIDENT II

HEDY KIRSH  
SECRETARY

PEGGY DOUGHERTY  
TREASURER

BOB CVITKOVICH

BOB MALMBERG

MARGARET MATSON

PATRICIA SILVESTRI

TONY GARZA

JAN NOCE

A RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR  
TO SIGN CONTRACTS FOR SERVICES

BE IT RESOLVED BY THE  
ORANGE COUNTY CONSERVATION CORPS (OCCC)  
BOARD OF DIRECTORS AS FOLLOWS:

The Executive Director is hereby authorized and empowered to execute in the name of the OCCC any and all applications, contracts, agreements, amendments, payment requests, and any other documents hereto for the purposes of securing funds for work projects on the behalf of the OCCC and to implement and carry out the purposes specified in any such application, contract, or agreement.

The foregoing resolution was passed by the Orange County Conservation Corps Board of Directors this 13<sup>th</sup> day of April, 2011. Effective April 13, 2011.

ATTEST:

Richard Dittmar, President  
Board of Directors  
Orange County Conservation Corps

4/14/2011  
Date

Hedy Kirsh, Secretary  
Board of Directors  
Orange County Conservation Corps

4/14/2011  
Date

Kathryn Bandoni  
Executive Director  
Orange County Conservation Corps

4/14/2011  
Date

CENTRAL OFFICE

1853 N. Raymond Ave.  
Anaheim, CA 92801

888.641.CORP (2677)  
Fax: 714.956.1044  
www.HireYouth.org