

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2021

To: Honorable Mayor & Members of the City Council

From: Development Services Department

Presentation By: Benjamin Moody, Development Services Director

Summary

Subject: Refuse Removal – CalRecycle Grant

Recommendation: Adopt a Resolution amending the existing Professional Services Agreement with Sacramento Regional Conservation Corps of Sacramento, CA to increase the total contract amount to \$249,708 for work to clean up and remove refuse consistent with the CalRecycle Grant

Fiscal Impact: \$224,708 – Proposed Amendment: CIP Account No. 1072
 \$25,000 – Existing Contract: CIP Account No. 1072
 \$249,708 – Total contract amount

Purpose:

To utilize the CalRecycle Grant funding to clean up and remove refuse left by transients and homeless camps.

Background:

In 2020 the City of Yuba City received CalRecycle Grant funds in the amount of \$249,708 to clean up and remove refuse left by transients and homeless camps. Through the grant application process, the City identified three locations that qualified for funding; Feather River Parkway Park, 2nd Street – south of Garden Highway, and along the Feather River levee adjacent to the City limits, as having a high threat to public safety, health, and the environment.

As part of the application process it was required that the Sacramento Regional Conservation Corps (SRCC) be included at minimum as one of the potential contractors to facilitate the cleanup efforts. Cleanrite Buildrite of Yuba City, CA was considered for the project, however their bid was much higher. In addition, Cleanrite Buildrite's staff cannot be consistently available to maintain a regular schedule and insure completion of this large-scale project.

Analysis:

The City currently has a Professional Services Agreement with SRCC for the same type of grant funds and services, which was entered into and capped in an amount not to exceed \$25,000 per the City's established purchasing policies this past summer. The intent was to comply with the grant and help establish a scope of responsibility and determine the effectiveness of the SRCC. Over the last six months City Staff has coordinated with SRCC to establish a regular schedule and work procedures, in addition to evaluating their cost effectiveness. SRCC has demonstrated

competence, the qualifications for the services required, availability, and provides the services as a fair and reasonable cost.

Currently SRCC is working approximately four days per month, each Wednesday, at an approximate cost of \$2,960/day. The work crew consists of six young adults, one crew leader, and equipment.

By utilizing the SRCC the City is:

- Meeting grant requirements
- Providing job training to young adults
- Maintaining a regular schedule that conforms to City staff needs due to SRCC availability
- Completing cleanup in an effective manner as SRCC's service rates are cost efficient with the SRCC being exempt from prevailing wage requirements

Staff believes that due to SRCC's ability to maintain a regular schedule and the cost for service provided, that it is in the best interest of the City to continue the contract with SRCC for the full grant funding amount.

Fiscal Impact:

The 20/21 Capital Improvement Project Budget was adopted to account for the CalRecycle Grant award funds. Funds are available in CIP Account No. 1072 (Property Abatement).

Alternatives:

Do not award a Professional Services Agreement to Sacramento Regional Conservation Corps and request proposals for contract work.

Recommendation:

Adopt a Resolution amending the existing Professional Services Agreement with Sacramento Regional Conservation Corps of Sacramento, CA to increase the total contract amount to \$249,708 for work to clean up and remove refuse consistent with the CalRecycle Grant.

Attachments:

1. Existing Professional Service Agreement with SRCC.
2. Resolution amending the existing Professional Services Agreement with Sacramento Regional Conservation Corps of Sacramento, CA to increase the total contract amount to \$249,708 for work to clean up and remove refuse consistent with the CalRecycle Grant.
 - a. Exhibit A: First Amendment to Professional Services Agreement.

Prepared By:

/s/ Benjamin Moody
Benjamin Moody
Development Services Director

Submitted By:

/s/ Diana Langley
Diana Langley
Interim City Manager

Reviewed By:

Finance
City Attorney

SM
SLC by email

ATTACHMENT 1

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of August 5, 2020, by and between the City of Yuba City, a municipal corporation ("City") and Sacramento Regional Conservation Corps ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:
 - **Sacramento Regional Conservation Corps (SRCC) will facilitate clean up and removal of refuse left by transients and homeless camps in line with Cal Recycle Grant**
 - **SRCC shall furnish a crew of eight (8) corps members and a crew supervisor (Staff)**
 - **Work hours are from 7:00 am to 3:30 PM, starting and ending their workday at their campus located at 6101 27th Street, Sacramento, CA 95822**
 - **SRCC normal weekly schedule is from Monday through Thursday, four days a week, except for holidays.**
 - **SRCC will supply its own transportation to and from the jobsite, common hand and power tools, and portable toilet to crew on the jobsite**
 - **Daily billing rate for supervision and work crew, per day will be \$2,784.80 from January through December 31, 2020 and for Jan - Dec 2021 daily billing rate will be adjusted to \$2,958.61.**
 - **Corps are exempt from prevailing wages.**
 - **When needed SRCC can provide pick up and/or tool trailer at additional cost of:
F150 long bed pick up - \$65 each workday
F250 long bed pick up - \$75 each workday
Utility Dump Trailer - \$85 each workday**
 - **Dump fee cost if any will be covered by the City**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Scope of Services, which is list above and incorporated herein by reference. In no event shall Consultant's compensation exceed **\$25,000** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense,

provide such reports, plans, studies, documents and other writings to City upon request.

- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrated 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 completion of this Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the 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 Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.
9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)
10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in

any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.
14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below.

Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City **Ben Moody**
 Development Services
 City of Yuba City
 1201 Civic Center Blvd
 Yuba City, CA 95993
 (530) 822-3231

If to Consultant: **Baldeo Singh**
 Director of Work Training Programs
 Sacramento Regional Conservation Corps
 6101 27th Street,
 Sacramento, CA 95822
 (916) 416-1400

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right

to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: 

By: 

Ben Moody
Director Development Services, City

Paula Birdsong,
Executive Director SRCC

Attachments:

1. City Insurance Requirements for Contractors
2. Levee District #1 Insurance Requirements for Contractors
3. Reliable Contractor Declaration (CalRecycle)

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

LEVEE DISTRICT #1

Insurance Requirements for Contractors

Contractor shall procure and maintain for the duration of the contract or performance of services 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 and the results of that work by the Contractor, his agents, representatives, or employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, **Code 1 (any auto)**.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Coverage shall be no less than:

- | | | |
|--|---------------------|--|
| 1. General Liability:
(Including operations, products and completed operations, as applicable.) | \$1,000,000. | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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 | \$1,000,000. | per accident for bodily injury and property damage. |
| 3. Employer's Liability: | \$1,000,000. | per accident for bodily injury or disease. |

4. Workers' Compensation

As required by the State of
California

If the Contractor maintains higher limits than the minimums shown above, **LEVEE DISTRICT #1** shall be entitled to coverage for those higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by **LEVEE DISTRICT 1**. At the option of **LEVEE DISTRICT #1**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects **LEVEE DISTRICT #1** its officers, employees, agents and volunteers; or the Contractor shall provide a financial guaranty satisfactory to **LEVEE DISTRICT #1** guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The commercial general liability policies are to contain, or be endorsed to contain, the following provisions:

1. **LEVEE DISTRICT #1**, its officers, employees, agents and volunteers are to be covered as insureds as respect to liability arising out of the automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be **primary** insurance as respects **LEVEE DISTRICT #1**, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by **LEVEE DISTRICT #1**, its officers, employees, agents and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled except after notification is delivered to **LEVEE DISTRICT #1** in accordance to the applicable policy provisions.

Waiver of Subrogation

Contractor hereby agrees to waive 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 effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of **LEVEE DISTRICT #1** for all work performed by the Contractor, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+;, unless otherwise acceptable to **LEVEE DISTRICT #1**. All such insurers shall be admitted to conduct business within the State of California by the California Department of Insurance. Exception may be made for the State Compensation Insurance Fund which is not specifically rated.

Verification of Coverage

Contractor shall furnish **LEVEE DISTRICT #1** with original certificates and amendatory endorsements effecting coverage required by these insurance requirements. The endorsements shall be on forms acceptable to **LEVEE DISTRICT #1**. All certificates and endorsements are to be received and approved by **LEVEE DISTRICT #1** before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. **LEVEE DISTRICT #1** reserves the right to require complete, certified copies of the required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. **LEVEE DISTRICT #1** reserves the right to review and approve all such insurance documentation.

CERTIFICATE HOLDER AND ADDITIONAL INSURED

ALL NOTICES TO BE SEND TO:

**LEVEE DISTRICT #1
243 Second Street
Yuba City, CA 95991
Attn: Andrew Stresser**

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Reliable Contractor Declaration (formerly Unreliable List) requirement of their Terms and Conditions.

The Reliable Contractor Declaration (formerly Unreliable List) provision requires the following: Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to the California Code of Regulations (www.calregs.com).

If any of the events listed in Section 17050 have occurred, disclosure is required but will not necessarily result in CalRecycle refusing to approve the contractor. A signed statement explaining the facts and circumstances of the events must be attached to and submitted with this form.

Contractor: Complete the form and send original to the Grantee.

Grantee: Scan the form and upload it to the grant in CalRecycle's Grant Management System. For further instruction about logging into the Grant Management System and uploading this form, reference the Procedures and Requirements. Retain the original form in your grant file.

GRANTEE INFORMATION	
GRANTEE NAME: CITY OF YUBA CITY	GRANT NUMBER: SWC80-19-0013
PRIMARY CONTACT NAME: ERIC BALL	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: Sacramento Regional Conservation Corps	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: <i>Paula Birdsong</i>	
MAILING ADDRESS: 6101 27th Street, Sacramento, CA 95822	
As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.	
Alternatively, as the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, if any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor, I have disclosed all such occurrences in an attached signed statement that explains the facts and circumstances of the listed events.	
Signature <i>Paula Birdsong</i>	Date <i>8/10/2020</i>

Title 14 CCR, Division 7, Chapter 1

Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees

Section 17050. Grounds for Placement on Unreliable List

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

Exhibit A

AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to the Agreement for Professional Services (First Amendment) is made and entered into effective as of February 17, 2021, by and between the City of Yuba City, a municipal corporation ("City") and Sacramento Regional Conservational Corp. ("Consultant").

RECITALS

- A. The City previously entered into an Agreement for Professional Services effective August 5, 2020, with Consultant relative to the provision of consulting services ("Agreement").
- B. The City and Consultant now desire to enter into this First Amendment to the Agreement to increase the total compensation amount from \$25,000 to up to \$249,708.

AGREEMENT

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as follows:

- 1. Recitals. The Recitals are incorporated into this First Amendment as if set forth in full herein.
- 2. Compensation. Section 3 of the Agreement is amended to read in its entirety as follows:

Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Scope of Services, which is listed above and incorporated herein by reference. In no event shall Consultant's compensation exceed \$~~25,000~~ **\$249,708** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

- 3. Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and is binding upon the Parties.
- 4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

///

///

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

Diana Langley
Interim City Manager
City of Yuba City

Paula Birdsong
Executive Director
SRCC

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon Chaffin, City Attorney