SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF FRESNO

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Oversight Board to the
Successor Agency to the Redevelopment Agency
of the City of Fresno

Executive Director
Marlene Murphey

Chair
Alan Hofmann

Members
Jeff Becker
Larry Hodges
Debbie Poochigian
Doug Vagim
Rene Watahira
Larry Westerlund

AGENCY BRIEFING REPORT

Date:	January 24, 2017
To:	Oversight Board Members
From:	Enrique Mendez, Project Manager
Through:	Marlene Murphey, Executive Director
Subject:	Agenda Item VI. - Line 33 – Property Maintenance, ROPS 17-18

The Fresno County Economic Opportunity Commission's Local Conservation Corps performs a variety of tasks necessary to maintain the Agency's property and to comply with municipal codes. Under contract, the EOC provides weed abatement, trash clean-up/hauling/disposal and other general landscape and irrigation maintenance. ROPS 17-18 provides for this ongoing service.

Current interested parties are:

EOC Board of Commissioners

Julia Hernandez – Target Area A
Juanita Veliz - Target Area B
Daniel T. Parra - Target Area C
Lisa Nichols - Target Area E
Debbie Darden - Target Area F
Catherine Robles - Target Area G
Linda R. Hayes - Target Area H
Pastor B.E. McAlister - West Fresno Faith Based Organizations
Charles Garabedian, Jr. - Malaga County Water District
Esther Cuevas - Economic Development Corp
Tito A. Lucero - Head Start County-Wide Policy Council
Deanna Mathies - FUSD
Rev. Paul McCoy - NAACP
Jimi Rodgers - Association of Black Social Workers
Maiyer Vang - Fresno Center for New Americans
Angie Isaak - Juvenile Court
Tim Bakman - 14th Senatorial District
Cheryl Sullivan - Community Colleges
Barigye McCoy - Fresno County Board of Supervisors
Richard Keyes - Fresno Mayor's Appointment
Yvette Quiroga - Fresno County Board of Supervisors
Erica Cabrera - 31st Assembly District
LaShawn Baines - 16th Congressional District

INTERAGENCY
SPONSOR AGREEMENT
(Single Weed Abatement/Clean-up of RDA Properties)

This Contract, a total of [8] pages, is made and entered into on this day of May 5, 2008 by and between the Fresno County Economic Opportunities Commission Local Conservation Corps hereinafter referred to as "LCC" and the Redevelopment Agency of the City of Fresno, a public body corporate and politic, hereinafter called "Sponsor."

WHEREAS, the LCC represents and warrants that it has been deemed a governmental agency, and that it is exempt from any applicable state prevailing wage requirements (Cal. Lab. Code 1720 et seq.) pursuant to Cal. Lab. Code 1720.4 (a) (3) certification by the California Conservation Corps as provided in Section 14507.5 of the Public Resources Code, and

WHEREAS, the LCC wishes to provide training in job skills and environmental education to young men and women of Fresno County through a program which includes projects in public service conservation work, and

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects, and

WHEREAS, the Sponsor shall provide opportunities for public use of project areas, and

WHEREAS, the LCC shall generally be engaged in projects which preserve, maintain and enhance environmentally important lands and waters, and

WHEREAS, the LCC shall accomplish useful and needed projects in both urban and rural areas, and

WHEREAS, the LCC may execute cooperative contracts for furnishing the services of the Corps to any federal, state, or local agency and any local or statewide private organization concerned with the objectives of the Corps, and

WHEREAS, the LCC may be reimbursed by the federal government, any state or local public agency, or any private organization for expenses incurred by the Corps for any project, and

WHEREAS, on 4/07/08 Sponsor issued its request for estimates for the work hereunder in response to which LCC provided its 4/11/08 Proposal, consistent portions of which are incorporated herein.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

TERMS AND CONDITIONS

A. The LCC agrees to provide, non-exclusively and as requested in writing by the Sponsor all necessary equipment and work crews, including staff supervision, to provide single weed abatement/clean-up, for Sponsor owned properties throughout the City of Fresno pursuant to schedule and rates attached hereto as Exhibit "A" and incorporated herein.

B. Work shall be performed as directed in writing by Sponsor's Notice(s) to Proceed and continue on an "as-need" basis with all work hereunder completed by not later than June 30, 2008

C. The general scope of work the crews will perform may include without limitation:

1. Weed and debris removal;
2. Tree, hedge and shrub pruning and trimming;
3. Dead shrub, plant and small tree removal (stump removal not included);

D. Sponsor agrees to pay the LCC for work, as detailed in Exhibit A, upon submission of crew hours, invoiced monthly, of work performed on Sponsor's properties and Sponsor's acceptance of said work, provided that the total aggregate cost to Sponsor under this Agreement shall not exceed the sum of $29,068.00.

E. Sponsor agrees to pay LCC within 30 days from Sponsor's acceptance of invoice.

F. LCC projects shall be directed toward providing opportunities to the public for the use of natural resources and 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 skills. Projects shall be undertaken in both urban and rural areas and shall be selected on the basis of the environmental and natural resource benefits each offers, the opportunities for public use each offers, and the on-the-job training value of each.

G. Work performed under this Contract will be under immediate supervision and control of the LCC. The Sponsor, as it considers necessary, may monitor the work to ensure compliance with the terms and conditions hereof. Sponsor's point of contact is Redevelopment Agency Executive Director.

H. Any and all property, goods and materials utilized by LCC in pursuit hereof, in whole or in part on lands owned or controlled by Sponsor will be and remain vested in the Sponsor.

I. Permission to perform work on lands owned or controlled by the Sponsor does not in any way convey to the LCC, its staff, or any person or persons working with the LCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor. In the furnishing of the work provided for herein, LCC is acting as an independent contractor. Neither LCC, nor any of its officers, associates, agents or employees shall be deemed an employee of the Sponsor for any purpose.

J. The LCC shall indemnify, hold harmless and defend the Sponsor, the City of Fresno and each of their officers, officials, employees, agents and volunteers from any

and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Sponsor, the City of Fresno, the LCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The LCC's obligations under the preceding sentence shall apply regardless of whether the Sponsor, the City of Fresno, or any of their officers, officials, employees, agents, or volunteers are actively or passively negligent, but shall not apply to any loss, liability costs or damages caused solely by the active negligence or willful misconduct of the Sponsor, the City of Fresno or any of their officers, officials, employees, agents or volunteers.

If LCC should subcontract all or any portion of the work to be performed under this Contract, LCC shall require each subcontractor to indemnify, hold harmless and defend Sponsor, the City of Fresno and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

This section shall survive termination or expiration of this Contract.

K. Throughout the life of this Contract, LCC shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY's Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury and $1,000,000 aggregate for products and completed operations.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily and property damage.

(iii) PROFESSIONAL LIABILITY insurance (Errors and Omissions) with a limit of liability of not less than $1,000,000 per claim.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

LCC shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and LCC shall also be responsible for payment

of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Sponsor of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Contract, LCC shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, LCC shall file with Sponsor a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Sponsor, the City of Fresno and each of their officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so LCC insurance shall be primary and no contribution shall be required of Sponsor and the City of Fresno. In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a 5 year discovery period, or (ii) the coverage shall be maintained for a minimum of 5 years following the termination of this Contract and the requirements of this section relating to such coverage shall survive termination or expiration of this Contract. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Sponsor, the City of Fresno and each of their officers, officials, agents, employees and volunteers. LCC shall have furnished Sponsor with the certificate(s) and applicable endorsements for ALL required insurance prior to Sponsor's execution of the Contract. LCC shall furnish Sponsor and the City of Fresno with copies of the actual policies upon the request of Sponsor's/City of Fresno's Risk Manager at any time during the life of the Contract or any extension, and this requirement shall survive termination or expiration of this Contract.

If at any time during the life of the Contract or any extension, LCC fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to LCC shall be withheld until notice is received by Sponsor that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Sponsor. Any failure to maintain the required insurance shall be sufficient cause for Sponsor to terminate this Contract.

If LCC should subcontract all or any portion of the work to be performed under this Contract, LCC shall require each subcontractor to provide insurance protection in favor of Sponsor, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with LCC and Sponsor prior to the commencement of any work by the subcontractor.

L. Any and all contracts relating to the LCC's performance of this Agreement, including those executed following completion of each project hereunder, shall contain

a clause prohibiting discrimination against any employee or employee application engaged in project work or project operation, on the basis of race, religion, sex, color, ancestry, age, physical handicap or national origin. Such clause shall include all aspects of employer-employee and employer-employee applicant relations.

M. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Contract. Any waiver of rights by either party or any matter relating to this Contract shall not be deemed to be a waiver on any other matter relating to this Contract.

N. This Contract may be modified by mutual written Contract of the parties.

O. Neither party may assign this Contract or any interest therein without the written consent of the other party.

P. Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the parties address set forth on the signature page of this Contract or at such other address as the parties may from time to time designate by written notice.

Q. In providing the work required under this Contract, LCC shall at all times comply with all applicable laws of the United States, the State of California and the Sponsor, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract, including without limitation applicable City of Fresno traffic control plan/safety requirements.

R. This Contract may be terminated by the Sponsor, upon seven (7) calendar days prior written notice to the LCC, without cause, or due to circumstances beyond the control of the LCC, or due to either party's lack of funding for the project. This Contract may also be terminated by either party upon seven (7) calendar days prior written notice should the other party fail substantially to perform its obligations in accordance with this Contract through no fault of the other. In the event of termination, due to fault not attributable to the LCC, the LCC shall be paid compensation for work satisfactorily performed prior to the effective date of the notice of termination. In the event of termination due to failure of the LCC or any of its employees to substantially perform in accordance with the terms of this Contract, the Sponsor may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the Sponsor's damages caused by such failure.

S. The provisions of this Contract are severable. The invalidity of any one provision in this Contract shall not affect the other provisions.

T. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Contract, the prevailing party in such

proceeding or action shall be entitled to recover from the other party its reasonable attorney fees and legal expenses.

U. Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

V. The LCC shall at anytime during business hours make available to Sponsor for examination all of its records and data with respect to this contract. The LCC upon request by Sponsor shall permit Sponsor to audit and inspect records and data to ensure LCC is in compliance with this Contract. The obligations of this section shall continue for three (3) years following final payment hereunder.

IN WITNESS WHEREOF, the parties have agreed to the conditions of this Contract as of the date first herein above.

REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic By: [ ] Marlene Murphy, Executive Director ATTEST: REBECCA E. KLISCH BY: _____ Deputy APPROVED AS TO FORM: JAMES C. SANCHEZ Ex Officio Attorney For the Redevelopment Agency BY: _____ 5-9-08 Sr. Deputy Coyle	FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION/LOCAL CONSERVATION CORPS, a governmental agency By: [ ] Roger Palomino, Executive Director

Verification: LCC Director _____; EOC Finance Director _____;

Billing Address:
City of Fresno
Redevelopment Agency
2344 Tulare Street, Suite 200
Fresno, CA 93721

Forward Payment To:
Fresno County EOC/LCC
Accounts Receivable
1920 Mariposa Mall, Suite 330
Fresno, CA 93721

Attachment: Exhibit "A" – Rate Schedule

Exhibit A

of

INTERAGENCY
SPONSOR AGREEMENT
(Single Weed Abatement/Clean-up of RDA Properties)

Rate Schedule

Sponsor

i. Pay LCC an hourly fee in the amount of $26.00 per hour per supervisor (1 each) and $15.87 per hour per crew member (4 per supervisor) for services hereunder.
ii. Pay LCC cost plus 20% for any and all materials used on Sponsor assigned properties.
iii. Pay LCC a fee on use of equipment as follows:
   - Vehicle w/sprayer $100.00 / DAY
   - 90 HP Tractor w/implement $70.00 / HR
   - 60 HP Tractor w/implement $60.00 / HR
   - All manual and hand power tools N/C
iv. Pay LCC an agreed upon amount for any equipment necessary to provide services not outlined under this agreement, per authorized addendum hereto approved by Sponsor's governing body.
v. Will provide the LCC with a schedule of needed services a minimum of 48 hours prior to scheduled start of work.

LCC

- Provide work crews per schedule, location and scope of work assigned by Sponsor.
- Provide a minimum monthly inspection of Sponsor's properties, as requested by Sponsor, at the cost of one (1) supervisor per line "i" above

July 20, 2012
Michael Brown

INTERIM REQUIREMENTS CONTRACT FOR RDA SUCCESSOR AGENCY – PROPERTY MAINTENANCE

BID FILE NO. 8989

Contractor to Complete

1. (X) We will provide an interim contract with no changes in existing prices, terms and conditions of the cited requirements contract through July 22, 2013. (Not to exceed $135,000.00)

2. ( ) We propose to provide an interim contract with the enclosed price changes to the cited requirements contract, subject to the City of Fresno acceptance, but in accordance with the original contract terms and conditions.

3. ( ) We will not provide an interim contract.

Acknowledged _____
Signature

Brian Angus, Chief Executive Officer 8-3-12
Print Name and Title Date

Fresno Economic Opportunities Commission
Name of Company

1920 Mariposa Mall, Suite 300
Address

Fresno CA 93721
City State Zip

(559) 263-1010 (559)263-1009
Telephone Fax Number

Accepted by the City:

Jason B. MacDonald 8/3/12
Jason B. MacDonald, Purchasing Manager Date