

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ORANGE COUNTY CONSERVATION CORPS  
AND THE CITY OF COSTA MESA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 9<sup>th</sup> day of April, 2018 ("Effective Date") by and between ORANGE COUNTY CONSERVATION CORPS, a California non-profit organization ("OCCC") and the CITY OF COSTA MESA, a municipal corporation ("City").

**RECITALS**

WHEREAS, OCCC is a non-profit organization that provides employment, training, and educational programs to at-risk adults ages 18 to 25; and

WHEREAS, OCCC provides services including, but not limited, to clearing of invasive vegetation species, habitat restoration, trail maintenance and restoration, preparing and placing sand bags, erosion control, debris removal, and weed abatement (collectively "Park Maintenance and Infrastructure Projects"); and

WHEREAS, City and OCCC desire to contract for various Park Maintenance and Infrastructure Projects on an as-needed or emergency basis.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

**1.0. TERM AND TERMINATION**

1.1. Term. This MOU will commence on the Effective Date and will continue for a period not to exceed two (2) years, unless sooner terminated as provided for herein.

1.2. Termination. City reserves and has the right and privilege of terminating this MOU at any time, with or without cause, by providing written notice to OCCC. The termination of this MOU shall be deemed effective upon receipt of the notice of termination. In the event of such termination, OCCC shall immediately stop rendering services under this MOU unless directed otherwise by the City.

**2.0. COMPENSATION**

2.1. Compensation. OCCC shall be paid in accordance with the daily rate sheet attached hereto as Exhibit "A" and incorporated by this reference. OCCC's compensation shall not exceed Twenty Thousand Dollars (\$20,000.00).

2.2. Additional Services. OCCC shall not receive compensation for any services provided outside the scope of services specified by the Project Manager unless the City approves such additional services in writing prior to their performance. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. OCCC may submit invoices to City's Project Manager for

approval on a progress basis, but no more often than once per month. Said invoice shall be based on the total of all OCCC's services which have been completed to City's sole satisfaction. City shall pay OCCC's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe, in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this MOU shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audit. Records of OCCC's services relating to this MOU shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the end of the term.

### 3.0. OBLIGATIONS OF CITY

During the term of this MOU, City hereby covenants and agrees to the following:

3.1. City will notify OCCC when it has a work assignment for OCCC corpmembers.

3.2. City will provide a Project Manager to explain work assignments, work schedules, and City procedures and other rules and regulations of the City.

### 4.0. OBLIGATIONS OF OCCC

During the term of this MOU, OCCC hereby covenants and agrees to the following:

4.1. OCCC agrees to provide a work crew of between seven (7) and nine (9) OCCC corpmembers between the ages of 18 and 25 to perform general labor job skills under the direct supervision of an OCCC supervisor for City work projects. OCCC understands that work assignments will generally require a work crew for approximately one to two weeks depending on the scope of work.

4.2. OCCC agrees to thoroughly screen, test, and interview prospective OCCC member participants in accordance with their internal procedures to ensure suitability for placement within the program.

4.3. OCCC will appoint a Program Manager to act as liaison between the CITY and OCCC during the term of the MOU. The Program Manager shall coordinate the activities of the corpmembers work crew.

4.4. OCCC will provide all necessary transportation for OCCC work crews to City work sites.

4.5. OCCC agrees to provide all necessary hand tools, gloves, and protective safety equipment, including rain suits and rubber boots, as warranted by the work assignment.

4.6. OCCC will ensure that corpmembers follow all standard City policies, procedures, rules, regulations and ordinances pertaining to, but not limited to, adherence to orders, directions, job safety, personal relations, and hygiene.

4.7. OCCC will comply with all insurance requirements set forth in Section 5.0.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. OCCC shall obtain, maintain, and keep in full force and effect during the life of this MOU all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. OCCC agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by OCCC for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the OCCC pursuant to its contract with the City; products and completed operations of the OCCC; premises owned, occupied or used by the OCCC; automobiles owned, leased, hired, or borrowed by the OCCC."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The OCCC's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The OCCC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. OCCC shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this MOU. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which OCCC may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This MOU may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this MOU shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this MOU.

6.2. Representatives. The Chief Executive Officer ("City CEO") or his or her designee shall be the representative of City for purposes of this MOU and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this MOU, except as otherwise expressly provided in this MOU. OCCC shall designate a representative for purposes of this MOU who shall be authorized to issue all consents, approvals, directives and agreements on behalf of OCCC called for by this MOU, except as otherwise expressly provided in this MOU.

6.3. Project Managers. City shall designate a Project Manager to work directly with OCCC in the performance of this MOU. OCCC shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this MOU. OCCC or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this MOU or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such

communication is sent through regular United States mail.

IF TO OCCC:

Orange County Conservation  
Corps  
1831 N. Raymond Avenue  
Anaheim, CA 92801  
Tel: 714.956.6222  
Fax: 714.888.0910  
Attn: Jeremy Newton

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628  
Tel: 714.754.5303  
Fax: 714.754.5281  
Attn: Contract Administrator

6.5. Drug-Free Workplace Policy. OCCC shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. OCCC's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this MOU and shall be cause for immediate termination of this MOU by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this MOU, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This MOU shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOU, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. OCCC shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of OCCC's interest in this MOU without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this MOU and cause for termination of this MOU. Regardless of City's consent, no subletting or assignment shall release OCCC of OCCC's obligation to perform all other obligations to be performed by OCCC hereunder for the term of this MOU.

6.9. Indemnification and Hold Harmless. OCCC shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of OCCC, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor. OCCC is and shall be acting at all times as an independent contractor and not as an employee of City. OCCC shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agent shall have control over the conduct of OCCC, except as set forth in this MOU. OCCC shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. OCCC shall secure, at its

sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for OCCC and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. OCCC shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this MOU. OCCC further agrees to indemnify and hold City harmless from any failure of OCCC to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to OCCC under this MOU any amount due to City from OCCC as a result of OCCC's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that OCCC or any employee, agent, or subcontractor of OCCC providing services under this MOU claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, OCCC shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of OCCC or its agents, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, OCCC and any of its employees, agents, and subcontractors providing service under this MOU shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Prohibited Employment. OCCC will not employ any regular employee of City while this Agreement is in effect.

6.13. Order of Precedence. In the event of an inconsistency in this MOU and any of the attached Exhibits, the terms set forth in this MOU shall prevail.

6.14. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this MOU and in the performance of its obligations hereunder except as expressly provided herein.

6.15. No Third Party Beneficiary Rights. This MOU is entered into for the sole benefit of City and OCCC and no other parties are intended to be direct or incidental beneficiaries of this MOU and no third party shall have any right in, under or to this MOU.

6.16. Headings. Paragraphs and subparagraph headings contained in this MOU are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this MOU.

6.17. Construction. The parties have participated jointly in the negotiation and drafting of this MOU. In the event an ambiguity or question of intent or interpretation arises with respect to this MOU, this MOU shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this MOU.

6.18. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this MOU.

6.19. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this MOU shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.20. Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this MOU, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.21. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.22. Corporate Authority. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
\_\_\_\_\_  
City Manager

Date: 5/24/18

  
\_\_\_\_\_  
Department Director

Date: 5-9-18

  
\_\_\_\_\_  
Finance Director

Date: 5-10-18



OCCC

Katharyn O. Maniz  
Signature

Date: 4/18/2018

Katharyn O. Maniz, CEO  
Name and Title

[REDACTED]  
Taxpayer ID Number

APPROVED AS TO FORM:  
[Signature] ACA  
City Attorney

Date: 5/21/18

APPROVED AS TO INSURANCE:  
[Signature]  
Risk Management

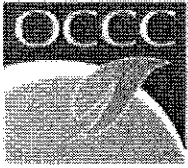
Date: 5/8/18

APPROVED AS TO CONTENT:  
[Signature]  
Project Manager

Date: 4/15/18



**EXHIBIT A**  
**DAILY RATE SHEET**



ORANGE COUNTY  
CONSERVATION CORPS

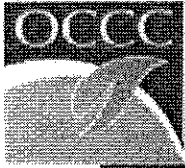
*Proposal: Crew Labor for The City of Costa Mesa*



April 9, 2018

PREPARED FOR  
**Robert Staples**, Contract Administrator  
City of Costa Mesa  
77 Fair Drive  
PO BOX 1200  
Costa Mesa, CA 92628-1200

PREPARED BY  
**Jeremy Newton**, Project Manager  
Orange County Conservation Corps  
1853 North Raymond Avenue  
Anaheim, CA 92801  
888.641.CORP x222  
[www.hireyouth.org](http://www.hireyouth.org)



ORANGE COUNTY  
CONSERVATION CORPS

April 9, 2018

City of Costa Mesa  
Attn: Robert Staples, Contract Administrator  
77 Fair Drive  
PO Box 1200  
Costa Mesa, CA 92628-1200

Re: Statement of Understanding for General Crew Labor

Dear Mr. Staples,

The Orange County Conservation Corps (OCCC) proposes to provide labor at the direction of City personnel for landscaping, vegetation removal, litter abatement and other entry-level type labor services.

***The estimated daily rate for a crew and a supervisor is \$826.50 based on the attached fee schedule.***

INSIDE THIS PROPOSAL

Cover Sheet.....	
Statement of Understanding.....	1
Fee Schedule.....	2

***The City of Costa Mesa will be responsible for the disposal /recycling fees for all green waste generated.***

We sincerely appreciate your interest in partnering with OCCC. Founded in 1993, OCCC is a private non-profit 501(c) (3) organization funded by grants, work contracts, donations and contributions. The OCCC serves young adults who need support in the transition from adolescence to adult employability by providing work projects that benefit the community while instilling a work ethic and a sense of public service. In many cases, OCCC provides the first paid work experience for Orange County's young adults.

Thank you,

Jeremy Newton

Fee Schedule

<i>Item</i>	<i>#</i>	<i>Hourly Rate</i>	<i>Hours/Day</i>	<i>Total</i>
<b>LABOR</b>				
<i>Rate for a corps member</i>	1	\$21.00	7.25	\$152.25
<i>Rate for a Crew Supervisor</i>	1	\$30.00	7.25	\$217.50
<b>Equipment</b>				
<i>Item</i>	<i>#</i>	<i>Daily Rate</i>	<i>Hours/Day</i>	<i>Total</i>
<b>Optional Equipment</b>				
<i>Chipper/Dump Truck</i>	1	\$150.00	7.25	\$150
<i>Vermeer Brush Chipper</i>	1	\$150.00	7.25	\$150
<i>Mustang Track Loader</i>	1	\$350.00	7.25	\$350

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

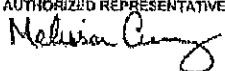
<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203		<b>CONTACT NAME:</b> Annie Lee <b>PHONE:</b> 818-539-2300 <b>FAX:</b> 818-539-2301 <b>IMC No. Exp:</b> <b>E-MAIL:</b> Annie_Lee@ajg.com <b>ADDRESS:</b>	
<b>INSURED</b> Orange County Conservation Corps 1853 N. Raymond Ave. Anaheim CA 92801		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>CERTIFICATE NUMBER:</b> 280872576		<b>REVISION NUMBER:</b>	
<b>INSURER A:</b> Great American Alliance Insurance Co		<b>NAIC #</b> 26832	
<b>INSURER B:</b> NonProfits United			
<b>INSURER C:</b> Navigators Insurance Company		<b>42307</b>	
<b>INSURER D:</b> Great American Insurance Company of NY		<b>22135</b>	
<b>INSURER E:</b>			
<b>INSURER F:</b>			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / LTR	TYPE OF INSURANCE	ADDL / SUBR / INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	PAC 5154680 13	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Coll \$500		CAP 0991249 04	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 5603795 13	10/1/2017	10/1/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NPUL-WGG 001-2018	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Directors & Officers		NY17DOLV03181NV	10/1/2017	10/1/2018	Per Claim: 2,000,000 Aggregate: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy : Abuse and molestation Coverage  
 Policy # : PAC 5154680 13  
 Carrier : Great American Alliance Insurance Co NAIC: 26832  
 Term: 10/01/2017 - 10/01/2018  
 Each Occ : 1,000,000  
 Aggregate : 3,000,000  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Costa Mesa Accounts Payable P.O. Box 1200 Costa Mesa CA 926281200	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Orange County Conservation Corps 1853 N. Raymond Ave. Anaheim CA 92801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy : Professional Liability  
 Policy #: PAC 5154680 13  
 Carrier :Great American Alliance Insurance Co NAIC: 26832  
 Term: 10/01/2017 -10/01/2018  
 Each Occ : 1,000,000  
 Aggregate : 3,000,000  
 Re: EAST 17TH ST. STREETSCAPE AND INTERSECTION IMPROVEMENT PROJECT, FEDERAL PROJECT NO. RPSTPLE-5312 (091)-  
 CITY PROJECT NO. 13-12 (Labor for Construction activities in support of 17th Street Improvement Project).  
 The City of Costa Mesa and the State of California ? Department of Transportation and their elected and appointed boards, officers, agents,  
 employees are named additional insured with respect to the subject project and agreement. Such insurance is primary and non-contributory.  
 Workers Compensation coverage evidence only.





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1/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203		<b>CONTACT</b> NAME: Annie Lee PHONE (A/C, No, Ext): 818-539-2300 E-MAIL: Annie.Lee@ajg.com ADDRESS:		FAX (A/C, No): 818-539-2301	
<b>INSURED</b> ORANCOU-19 Orange County Conservation Corps 1853 N. Raymond Ave. Anaheim CA 92801		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Great American Alliance Insurance Co		26832	
		<b>INSURER B:</b> NonProfits United			
		<b>INSURER C:</b> Navigators Insurance Company		42307	
		<b>INSURER D:</b> Great American Insurance Company of NY		22136	
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

COVERAGES      CERTIFICATE NUMBER: 585901698      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER		PAC 5154680 13	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Col \$500		CAP 0991249 04	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMB 5803795 13	10/1/2017	10/1/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NFU-WCG 001-2018	1/1/2018	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Directors & Officers		NY17DOLV03181NV	10/1/2017	10/1/2018	Per Claim: 2,000,000 Aggregate: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy : Abuse and molestation Coverage  
 Policy #: PAC 5154680 13  
 Carrier : Great American Alliance Insurance Co NAIC: 26832  
 Term: 10/01/2017 - 10/01/2018  
 Each Occ : 1,000,000  
 Aggregate : 3,000,000  
 See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Costa Mesa  
 Costa Mesa Housing Authority  
 PO Box 1200, 77 Fair Drive, 2nd Floor  
 Costa Mesa, CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Orange County Conservation Corps 1853 N. Raymond Ave. Anahelm CA 92801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy : Professional Liability  
 Policy #: PAC 5154680 13  
 Carrier :Great American Alliance Insurance Co NAIC: 26832  
 Term: 10/01/2017 -10/01/2018  
 Each Occ : 1,000,000  
 Aggregate : 3,000,000  
 As Per Contract or Agreement on File with Insured

**EXHIBIT C**

**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

## BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

## PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

## **POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.