

**AMENDMENT NO. 1 TO EXTEND AND AMEND AGREEMENT FOR  
CITYWIDE ABANDON ITEMS/LITTER REMOVAL SERVICES  
URBAN CORPS OF SAN DIEGO**

This Amendment No. 1 is entered into and effective as of the 4th day of September, 2019, extending and amending the agreement dated September 17, 2018 (the "Agreement") by and between the City of Carlsbad, a municipal corporation, ("City"), and Urban Corps of San Diego, a not-for-profit corporation, ("Contractor") (collectively, the "Parties") for collecting abandoned items and litter removal services.

**RECITALS**

A. The Parties desire to alter the Agreement's scope of work to modify the total compensation of the Agreement; and

B. The Parties desire to extend the Agreement for a period of one (1) year; and

C. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated in by this reference as Exhibit "A", Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. In addition to those services contained in the Agreement, as may have been amended from time to time, Contractor will provide those services described in Exhibit "A". With this Amendment, the total annual Agreement amount shall not exceed ninety-nine thousand dollars (\$99,000).

2. City will pay Contractor for all work associated with those services described in Exhibit "A" on a time and materials basis not-to-exceed ninety-nine thousand dollars (\$99,000). Contractor will provide City, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

3. Contractor will complete all work described in Exhibit "A" by September 15, 2020.

4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

5. All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

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PSA19-520GS

6. The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

CONTRACTOR, URBAN CORPS OF  
SAN DIEGO, a not-for-profit corporation

CITY OF CARLSBAD, a municipal  
corporation of the State of California

By:

Kyle Kennedy  
(sign here)

By:

Elaine Luky  
for Scott Chadwick, City Manager

Kyle Kennedy / CEO  
(print name/title)

ATTEST:

By:

(sign here)

Jamara R. McMin  
for Barbara Engleson, City Clerk

(print name/title)

If required by City, proper notarial acknowledgment of execution by Contractor must be attached.  
If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A  
Chairman,  
President, **or**  
Vice-President

Group B  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY: Amanda Guy  
Deputy City Attorney

**EXHIBIT "A"****SCOPE OF SERVICES UPDATE****CITYWIDE ABANDON ITEMS AND LITTER REMOVAL SERVICES**

This Amendment adjusts the scope of services for the Citywide Abandon Items and Litter Removal Services Agreement provided by Urban Corps.

With this Amendment, the Corps Member hourly wage is increased from \$17.25 per hour to \$22.50 per hour. Correspondingly, the total staff hours dedicated to the Agreement are adjusted lower, from two (2) Corps Members to one (1) Corps Member. Additionally, this Amendment adds four hundred and fifty (450) "Large Event/Additional Corps Member Labor" hours to the Agreement, whereas these hours utilized in addition to regularly scheduled Corps Member Labor for large scale abandon item or litter removal services. Lastly, this Amendment clarifies the Vehicle Fuel charge, changing the frequency from ten (10) \$96 charges to \$80 per month.

Future wage increases associated with this Agreement shall be determined by the San Diego Consumer Price Index, but not to exceed 2.5% per year and per approval of the Agreement administrator. Wage increases must be requested at least 60 days in advance and in writing to the city's designated Agreement administrator.

<b>Description</b>	<b>Quantity (EA)</b>	<b>Maximum Hours</b>	<b>Rate/Hour</b>	<b>Annual Cost</b>
Supervisor	1.0	1664	\$30.00	\$49,920
Corps Member Labor	1.0	1664	\$22.50	\$37,440
Large Event/Additional Corp Member Labor	1.0	450	\$22.50	\$10,680
Vehicle Fuel			\$80/month	\$960.00
<b>Total (amount not to exceed per agreement year)</b>				<b>\$99,000</b>



URBAN-7

OP ID: KV

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2018

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 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> Faith Insurance Services Brakke Schafnitz Ins. Brokers 28202 Cabot Rd. Suite 600 Laguna Niguel, CA 92677 Charles A. Faith	<b>CONTACT NAME:</b> Keri Vogt
	<b>PHONE (A/C, No, Ext):</b> 949-365-5144 <b>FAX (A/C, No):</b> 949-313-3288
	<b>E-MAIL ADDRESS:</b> <a href="mailto:keri.vogt@sig.us">keri.vogt@sig.us</a>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> American States Insurance <b>NAIC #</b> 19704
	<b>INSURER B:</b> General Ins. Co. of America
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

<b>INSURED</b> Urban Corps of San Diego County PO Box 80156 San Diego, CA 92138	
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## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		24CC28766290	10/25/2018	10/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp 1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll 1,000			24CC32284220	10/25/2018	10/25/2019	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 DED RETENTION \$			01SU43636620	10/25/2018	10/25/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Professional Liab</b>			LP7745020K	10/25/2018	10/25/2019	Per Incid 1,000,000 Aggregate 3,000,000

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

**Agreement Name:** UTIL895  
City of Carlsbad is named as additional insured as required by written agreement per the attached endorsement

## CERTIFICATE HOLDER

## CANCELLATION

<b>COCEXIG</b>  City of Carlsbad/CMWD c/o Exigis Insurance Compliance Services P.O. Box 488-ECM#35050 New York, NY 10163-4668	<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.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# Policy No. 24CC28766290



**COMMERCIAL GENERAL LIABILITY**  
**CG 76 35 02 07**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

City of Carlsbad

### **ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
  - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
  - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.

A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

#### **NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of “mobile equipment”.

(6) An aircraft you do not own provided it is not operated by any insured.

#### **TENANTS’ PROPERTY DAMAGE LIABILITY**

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

##### **j. Damage To Property**

“Property damage” to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

## WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

## SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

## EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

## EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **EXTENDED DEFINITION OF BODILY INJURY**

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

### **TRANSFER OF RIGHTS OF RECOVERY**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

### **AGGREGATE LIMITS OF INSURANCE — PER LOCATION**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

### **INCREASED MEDICAL EXPENSE LIMIT**

The Medical Expense Limit is amended to \$10,000.

### **KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

### **UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### **LIBERALIZATION CLAUSE**

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2017

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 California, Inc. LIC# 0726293 1255 Battery Street #450 San Francisco CA 94111		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		<b>FAX</b> (A/C, No):	
<b>INSURED</b> Urban Corps of San Diego County P.O. Box 80156 San Diego, CA 92138		<b>NONPUNI-01</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>INSURER A :</b> NonProfits' United Workers' Compensation	
				<b>INSURER B :</b> Safety National Casualty Corporation	
				<b>INSURER C :</b>	
				<b>INSURER D :</b>	
				<b>INSURER E :</b>	
				<b>INSURER F :</b>	
				<b>NAIC #</b>	

## COVERAGES

CERTIFICATE NUMBER: 1473950847

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NPU - WCG 001-2018	1/1/2018	1/1/2019	PER STATUTE <input checked="" type="checkbox"/> X OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Excess Wokers' Comp			SP4057827	1/1/2018	1/1/2019	Limit Per Occurrence E.L. Per Occ & Agg XS of 500,000 Statutory 2,000,000

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

Re: All California operations of the named insured

## CERTIFICATE HOLDER

## CANCELLATION

City of Carlsbad Public Works/General Services 405 Oak Avenue Carlsbad CA 92008	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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**AGREEMENT FOR CITYWIDE ABANDON ITEMS/LITTER REMOVAL SERVICES  
URBAN CORPS OF SAN DIEGO**

THIS AGREEMENT is made and entered into as of the 17<sup>th</sup> day of September, 2018, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and URBAN CORPS OF SAN DIEGO, a not-for-profit corporation, ("Contractor").

**RECITALS**

A. City requires the services of a consultant that is experienced in community improvement services, specifically removing abandon items from unimproved rights-of-way and city owned open space properties.

B. Contractor has the necessary experience in providing professional services and advice related to community improvement services.

C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

**1. SCOPE OF WORK**

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

**2. STANDARD OF PERFORMANCE**

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

**3. TERM**

The term of this Agreement will be effective for a period of one (1) year from the date first above written. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

**4. TIME IS OF THE ESSENCE**

Time is of the essence for each and every provision of this Agreement.

**5. COMPENSATION**

The total fee payable for the Services to be performed during the initial Agreement term will be ninety nine thousand (\$99,000) dollars. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed ninety nine thousand (\$99,000) dollars per Agreement year. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

## **6. STATUS OF CONTRACTOR**

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

## **7. SUBCONTRACTING**

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

## **8. OTHER CONTRACTORS**

The City reserves the right to employ other Contractors in connection with the Services.

## **9. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

## **10. INSURANCE**

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating

in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

#### 10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability (CGL) Insurance. Insurance written on an "occurrence" basis, including personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or

maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

#### 11. **BUSINESS LICENSE**

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

#### 12. **ACCOUNTING RECORDS**

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### 13. **OWNERSHIP OF DOCUMENTS**

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

#### 14. **COPYRIGHTS**

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

#### 15. **NOTICES**

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

##### For City

Name Clayton Dobbs

Title Public Works Supervisor

Department Public Works

City of Carlsbad

Address 1635 Faraday Av

Carlsbad, CA 92008

Phone No. 760-434-2940

##### For Contractor

Name Yolanda Mader

Title Project Manager

Address PO Box 80156

San Diego, California 92138

Phone No. 619-235-6884

Email ymader@urbancorps.org

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

**16. CONFLICT OF INTEREST**

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☐ No ☒

**17. GENERAL COMPLIANCE WITH LAWS**

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

**18. DISCRIMINATION AND HARASSMENT PROHIBITED**

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

**19. DISPUTE RESOLUTION**

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

**20. TERMINATION**

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable

under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

**21. COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

**22. CLAIMS AND LAWSUITS**

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

**23. JURISDICTION AND VENUE**

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

**24. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

**25. ENTIRE AGREEMENT**

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

**26. AUTHORITY**

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

**CONTRACTOR**

URBAN CORPS OF SAN DIEGO, a not-for-profit corporation

By: 

(sign here)

Daniel Morales, Board President  
(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By: 

Scott Chadwick City Manager

By: 

(sign here)

Kyle Kennedy / CFO  
(print name/title)

ATTEST:

  
BARBARA ENGLESON  
City Clerk

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**Group A**

Chairman,  
President, **or**  
Vice-President

**Group B**

Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY: 

Deputy City Attorney



**EXHIBIT "A"****SCOPE OF SERVICES****CITYWIDE ABANDON ITEMS AND LITTER REMOVAL SERVICES**

Contractor will provide citywide abandon items/litter removal services. General labor services will be provided as needed and as determined by the city's Contract Manager. All trash will be disposed of at a site approved by the Contract Manager from the City of Carlsbad.

**CREW:**

1. Crew must consist of one supervisor, and a minimum of two crew members who can, safely lift, up to 50 pounds unassisted. Contractor shall be able to read, write and speak English.
2. Contractor will provide a mobile smart phone for supervisor of crew.
3. Contractor will provide all personal protective equipment, vehicles (stake bed with lift gate), traffic control devices, hand tools, (55 gallon) heavy-duty trash bags, and uniforms necessary to complete assigned task.

**FEE:**

Description	Quantity (EA)	Maximum Hours	Hourly Rate	Cost
Supervisor	1.0	1520	\$30.00	\$45,600
Corpsmember Labor	2.0	1520	\$17.25	\$52,440
Vehicle Fuel	1.0	10	\$96	\$960.00
<b>Total amount not to exceed per agreement year*</b>				<b>\$99,000</b>

\* Includes all taxes and fees



**To:** Clayton Dobbs  
 Public Work Department  
 405 Oak Avenue  
 Carlsbad, CA 92008  
 Phone: (760) 434-2980 | Fax: (760) 720-9562  
[Clayton.Dobbs@carlsbadca.gov](mailto:Clayton.Dobbs@carlsbadca.gov)

**From:** D'Wane Brown  
 Community Improvement Services Manager  
 Urban Corps of San Diego County  
 3127 Jefferson St, San Diego, CA 92110  
 Email: [dbrown@urbancorps.org](mailto:dbrown@urbancorps.org) : e-mail  
 Cell: 619-954-4705

**Date:** 8/22/2018

**Re:** Cost Estimate/Project Proposal

**Project:** City of Carlsbad Crew Two Litter Removal

**Scope of Work:** Urban Corps of San Diego County, will provide an Supervised crew of two corpsmembers, four (4) days per week, for up to 8hrs per day, including travel time, to assist with Extraordinary Labor in the City of Carlsbad.

DESCRIPTION	QTY.	UNIT	UNIT PRICE	COST
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City of Carlsbad Crew 2 Litter Removal, 4- days per week for 12 months.

LABOR				
Supervisor	1.0	1520	\$ 30.00	\$ 45,600.00
Corpsmember Labor	2.0	1520	\$ 17.25	\$ 52,440.00
Vehicle Fuel	1.0	10	\$ 96.00	\$ 960.00
	-	0	\$ -	\$ -
<b>Subtotal Total 1</b>				<b>\$ 99,000.00</b>

**CALIFORNIA CONSERVATION CORPS**

**Executive Office**

1719 24<sup>th</sup> Street, Sacramento, CA 95816  
(916) 341-3126  
[www.ccc.ca.gov](http://www.ccc.ca.gov)



March 30, 2018

**SENT VIA EMAIL**

Robert Chavez, Chief Executive Officer  
Urban Conservation Corps of San Diego County  
3127 Jefferson Street  
San Diego, CA 92110

Dear Robert,

Thank you for your time and effort in hosting the January 4, 2018 certification review visit. The CCC review team did not identify any statutory deficiencies and Urban Corps of San Diego County (Urban Corps) meets all certification requirements. Urban Corps is certified as a Community Conservation Corps for fiscal year 2018/2019 (July 1, 2018 – June 30, 2019), in accordance with California Public Resources Code § 14507.5.

If there are any questions regarding Urban Corps' certification status, please contact Ka-Ryn Escovedo, CCC Local Corps Analyst, at 916.341.3126 or [ka-ryn.escovedo@ccc.ca.gov](mailto:ka-ryn.escovedo@ccc.ca.gov).


Sincerely,

A handwritten signature in blue ink that reads "Amy Cameron". The signature is fluid and cursive, with the first name "Amy" and last name "Cameron" clearly distinguishable.

Amy Cameron  
Chief Deputy Director

**CalRecycle/California Conservation Corps**  
**CERTIFICATION REVIEW REPORT**  
Review Period: 2016/2017 Fiscal Year

Community Conservation Corps:	Urban Corps of San Diego County	
Executive Director/CEO	Robert Chavez	
Certification Staff Lead:	Yolanda Maeder	Date of Visit: January 4, 2018
Report Prepared By:	Ka-Ryn Escovedo, CCC Local Corps Program Analyst	

Report Approved By:	Amy Cameron, CCC Chief Deputy Director
	Name and Title
Signature: 	Date: 3/28/2018

**OVERALL SUMMARY:**

1. Does the Community Conservation Corps meet the certification standards for each criterion? Describe any areas of concern or deficiencies.

Urban Corps of San Diego County (Urban Corps) meets the certification standards for each criterion outlined in the *Community Conservation Corps Manual, Revised June 2017*. The California Conservation Corps (CCC) Certification Review Team examined organizational, educational, and programmatic documentation during the week of December 16, 2017, and observed Urban Corps operations on January 4, 2018. Based on the review and site visit, the CCC certifies Urban Corps for the 2018/2019 fiscal year.

2. What are your general comments?

During the review period 2016/2017, Urban Corps became the largest certified conservation corps in the state based on annual corpsmember enrollment, overtaking Los Angeles Conservation Corps for the top spot. This is a significant achievement for Urban Corps, especially in the current climate of many conservation corps facing recruitment challenges and lower enrollment numbers. It is clear that Urban Corps' achievements are based in part on a proactive and innovative approach to project/contract procurement and strategic partnerships with numerous organizations providing corpsmember support services, in addition to its charter school operations and career development services that are well established. Among Urban Corps' many project accomplishments during the 2016/2017 review period was the expansion of its land management program - Urban Corps now manages 15 preserves as a registered land manager through California Fish and Wildlife.

**Community Conservation Corps Certification Report**  
**URBAN CORPS OF SAN DIEGO COUNTY**

*For the following criteria, provide a narrative related to each rating. Report on the documentation, review activities conducted, and/or information that justify the mark given in the box.*

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>AVERAGE ENROLLMENT:</b> <i>The corps consists of an average annual enrollment of not less than 50 corpsmembers between 18 and 25 years of age. (PRC § 14507.5[a][5])</i>	<b>X</b>			

**NARRATIVE RELATED TO RATING:**

Urban Corps' average annual enrollment for the 2016/2017 fiscal year was 212 corpsmembers. Urban Corps submitted the signed Corpsmember Enrollment Certification Form, certifying that corpsmembers counted in the average annual enrollment during the review period were between the ages of 18 and 25, enrolled participants in the conservation corps work program by spending at least 30 hours per month participating in training and rigorous work on public projects, and have signed corpsmember contracts/agreements.

The Review Team examined payroll records for the months of November 2016 and June 2017 to substantiate the Corpsmember Enrollment Certification Form, and no discrepancies were identified.

Optional Data: For the 2016/2017 review period, corps may submit additional payroll data to demonstrate 30,000 hours per year of corpsmember paid labor and training, an alternative corpsmember definition proposed by the California Association of Local Conservation Corps (CALCC). This data will be reviewed after the certification cycle concludes, for the purposes of evaluating the current Pilot Program, which requires 30 hours of paid labor and training per corpsmember. Urban Corps submitted payroll documentation with a total of 222,429 total corpsmember paid hours.

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>ORGANIZED CREW STRUCTURE:</b> <i>The corps is organized in the form of supervised work crews. (PRC § 14507.5[a][1])</i>	<b>X</b>			

**NARRATIVE RELATED TO RATING:**

To verify Urban Corps is organized in the form of supervised work crews, the Review Team requested copies of supervisors' daily crew rosters, crew supervisor minimum qualifications and/or job specifications, and one year of training records for crew supervisors. Urban Corps submitted:

- Daily crew rosters for multiple crews for the weeks of November 14, 2016 and February 6, 2018 with supervisor signature and crew attendance.
- Job description for Urban Corps' crew supervisor position, which lists the position summary, principal responsibilities, position requirements and qualifications, and requirements of workplace.
- Crew supervisor training records for 2016/2017, which included training in workplace privacy, business ethics, stress management, and working safely outdoors.

Urban Corps' documentation was complete and no issues were identified.

**Community Conservation Corps Certification Report**  
**URBAN CORPS OF SAN DIEGO COUNTY**

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>HIRING PRACTICES:</b> <i>Participation shall be for a period of one year, and may be extended. (PRC § 14507.5[a][1])</i>  <i>The corps selects young men and women for participation on the basis of motivation for hard work, personal development, and public service, without regard for their prior employment or educational background and consistent with Section 14402. (PRC § 14507.5[a][1])</i>	<b>X</b>			

**NARRATIVE RELATED TO RATING:**

To verify that Urban Corps' program is for one year with the possibility of extension, Urban Corps submitted a copy of its corpsmember handbook which states the "job training program is approximately one year, based on satisfactory performance, attendance, and how many credits are needed to earn a high school diploma. [Corpsmembers] are given the opportunity to extend their one-year contract with written request."

To verify that Urban Corps is in compliance with the hiring practices stated in PRC § 14507.5[a][1], the Review Team examined documentation related to recruitment, the application process, Equal Employment Opportunity (EEO), and high school diploma status upon entering the program. Urban Corps submitted:

- Corpsmember recruitment materials with eligibility information, advertising education and training opportunities.
- Job training application to join Urban Corps.
- EEO policy information and designated EEO Officer, which is the Human Resources Manager.
- List of corpsmembers who enrolled during the 2016/2017 fiscal year and their high school diploma status upon enrollment. Urban Corps had 380 new corpsmembers enroll, with 7 entering the program already having received a high school diploma.

The Review Team also verified that EEO information is posted in an area visible to corpsmembers.

Urban Corps' documentation was complete and no issues were identified.

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>WAGE SCALE AND POST PLACEMENT:</b> <i>The corps compensates corpsmembers at not less than the federal minimum wage. (PRC § 14507.5[a][3])</i>  <i>The corps provides corpsmembers assistance in obtaining permanent employment following their participation in the corps program. (PRC § 14507.5[a][3])</i>	<b>X</b>			

**NARRATIVE RELATED TO RATING:**

Urban Corps paid corpsmembers \$10.50 and \$11.00 per hour during the review period, which was the State of California Minimum Wage at the time. This rate is higher than the federal minimum wage of \$7.25.

To verify that Urban Corps provides corpsmembers assistance in obtaining permanent employment, the Review Team requested documentation outlining Urban Corps' post-corps employment assistance plan, listing programs and services for job training and career development, as well as a list of job-specific skills available to corpsmembers and post-corps placement statistics. Urban Corps submitted:

- Description of Urban Corps' Corps-to-Career program, which provides career development services and case management, as well additional resources available to corpsmembers.

**Community Conservation Corps Certification Report**  
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- Description of job-specific skills corpsmembers can learn participating in different departments, including environmental services, community improvement, recycling, and construction.
- Post-corps placement tracking sheet, indicating that Urban Corps tracks corpsmembers' exit date, employment, and education status.

To substantiate the post-corps employment assistance plan submitted by Urban Corps, the Review Team examined career/employability files for 10 corpsmembers. These files demonstrated that corpsmembers receive career development and support services.

Urban Corps' documentation was complete and no issues were identified.

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b><u>EDUCATIONAL PROGRAM:</u></b> <i>The educational component of the corps' program includes enrollment in a vocational education program, public or charter high school, or postsecondary community college. (PRC § 14507.5[a][2])</i> <i>The Corps shall give priority to providing an educational component for corpsmembers who have not completed high school. The component shall be equal in content to a high school curriculum and provide course credits leading to a high school diploma or its equivalent, such as a California high school equivalency certificate. The work of the Corps shall be structured to accommodate the educational component without significantly reducing the productivity of the Corps. (PRC § 14402)</i>	<b>X</b>			

**NARRATIVE RELATED TO RATING:**

To verify that Urban Corps' charter school is in compliance with PRC § 14507.5[a][2] and PRC § 14402, the Review Team requested a copy of Urban Corps' most recent charter school accreditation by the Western Association of Schools and Colleges (WASC), official documentation demonstrating approval or renewal of the charter, a graduation list for Urban Corps corpsmembers for the 2016/2017 fiscal year, and a list of education goals and objectives for corpsmembers who already have a high school diploma.

Urban Corps submitted:

- WASC letter dated July 3, 2016 accrediting Urban Corps of San Diego County Charter School through June 30, 2022.
- Evidence of charter renewal by the Mono County Office of Education, signed July 1, 2016.
- List of corpsmembers who graduated from the charter school during the 2016/2017 fiscal year, which was 65.
- Description of learning objectives for corpsmembers with a high school diploma, which includes requiring corpsmembers to attend college, vocational education, or continuing education classes.

The CCC lead reviewer confirmed with the Mono County Board of Education that Urban Corps' charter is currently active with no suspensions or revocations.

To verify that Urban Corps' educational component does not significantly reduce the productivity of the Corps (PRC § 14402), the Review Team also requested copies of school attendance records and a description of Urban Corps' work-school attendance model. Urban Corps submitted daily attendance reports for the weeks of September 26-30, 2016 and April 17-21, 2017. Student corpsmembers attend school two days per week and work three days per week. Schedules vary.

Urban Corps' documentation was complete and no issues were identified.



**Community Conservation Corps Certification Report**  
**URBAN CORPS OF SAN DIEGO COUNTY**

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>CIVIC CONSCIOUSNESS:</b> <i>The corps' program develops corpsmembers' character and civic consciousness through rigorous work on public projects. (PRC § 14507.5[a][2])</i>	<b>X</b>			

**NARRATIVE RELATED TO RATING:**

To verify that Urban Corps' program develops corpsmembers' character and civic consciousness, the Review Team requested a list of work ethic standards from a corpsmember handbook/agreement, a description of civic consciousness activities that corpsmembers participate in, and a description of how Urban Corps rewards and recognizes corpsmembers, with samples of awards and/or certificates. Urban Corps submitted:

- Corpsmember handbook with description of personal qualities, grooming standards, and behavior appropriate for success in the corps.
- A list of civic-consciousness classes and events, including encouraging voting in the November 2016 elections and participating in Government Education Day.
- Description of corpsmember incentive program and awards offered, including Safety Award, Perfect Attendance, and Corpsmember of the Month.

Urban Corps' documentation was complete and no issues were identified.

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>PROJECT WORK:</b> <i>The corps engages in recycling and litter abatement projects, as well as projects that accomplish the conservationist and other purposes described in subdivision (a) through (h), inclusive, of Section 14300, and that assist agencies of local governmental and other nonprofit community organizations in developing, rehabilitating, and restoring parklands, recreational facilities, and other community resources. (PRC § 14507.5[a][4])</i>	<b>X</b>			

**NARRATIVE RELATED TO RATING:**

To verify that Urban Corps engages in both recycling/litter abatement projects and projects that accomplish conservationist purposes as described in PRC § 14300, and assists local government and nonprofit organizations, the Review Team requested Urban Corps' project list for the 2016/2017 fiscal year, as well as, copies of project evaluations or completion letters from agencies/organizations. Urban Corps submitted:

- Project list with sponsor, type of work, and date. Sponsors include City of Chula Vista (brush abatement), Riverwalk Golf Course (drainage clearing), City of San Diego (tree trimming), and Oceanside Mesa LLC (land management).
- Documents demonstrating satisfactory and completed work, including a Notice of Completion filed by the City of Poway (park construction) and emails from the Carlsbad Village Association (neighborhood cleanup) and City of San Diego (tire removal).

Urban Corps' documentation was complete and no issues were identified.

The Review Team also visited an active project on the day of the visit, where corpsmembers were performing street maintenance and litter abatement. The Review Team conducted interviews with four corpsmembers and a supervisor.



Community Conservation Corps Certification Report  
URBAN CORPS OF SAN DIEGO COUNTY

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>DESIGNATION:</b> <i>The corps has been designated by a city (or city and county) to perform litter abatement, recycling, and related activities, if the city or city and county has a population of more than 250,000 persons. (PRC § 14581.1[a][1])</i> <b>OR</b> <i>the corps has been designated by a county to perform litter abatement, recycling, and related activities. (PRC § 14581.1[a][2])</i>	X			

**NARRATIVE RELATED TO RATING:**

To demonstrate that Urban Corps has been designated by a city to perform litter abatement, recycling, and related activities, Urban Corps submitted a contract from the City of San Diego to perform recycling for stadium events. The contract term was 10/13/14 – 06/19/19

Urban Corps' documentation was complete and no issues were identified.

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>ANNUAL BUDGET:</b> <i>Any grants provided pursuant to this paragraph shall not comprise more than 75 percent of the annual budget of a Community Conservation Corps. (PRC § 14581.1[b])</i>	X			

**NARRATIVE RELATED TO RATING:**

Urban Corps provided the Statement of Activities from its Independent Auditor's Report for fiscal year 2016/2017, showing a total revenue of \$9,994,688. The 2016/2017 total grant allocation from CalRecycle (Cycle 31) was \$1,673,620, which is 17% of Urban Corps' total revenue.

Urban Corps' documentation was complete and no issues were identified.

CRITERIA	PASS	FAIL	Recommend Corrective Action	Recommend Further Documentation
<b>CALIFORNIA SECRETARY OF STATE STATUS:</b> <i>"Community Conservation Corps" means a nonprofit public benefit corporation formed or operating pursuant to Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the Corporations Code, or an agency operated by a city, county, or city and county... (PRC § 14507.5a)</i>	X			

**NARRATIVE RELATED TO RATING:**

In December 2017, the Review Team verified that Urban Corps is in active standing with the California Secretary of State to do business as a non-profit public benefit corporation, in compliance with PRC § 14507.5a.



# CERTIFICATE OF LIABILITY INSURANCE

URBAN-7

OP ID: KV

DATE (MM/DD/YYYY)

11/07/2017

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 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> Faith Insurance Services 4241 Jutland Drive, Suite 110 San Diego, CA 92117 Charles A. Faith	<b>CONTACT NAME:</b> Keri Vogt	
	<b>PHONE (A/C, No, Ext):</b> 949-365-5144	<b>FAX (A/C, No):</b> 949-313-3288
	<b>E-MAIL ADDRESS:</b> keri.vogt@sig.us	
<b>INSURED</b> Urban Corps of San Diego County PO Box 80156 San Diego, CA 92138	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> American States Insurance	
	<b>INSURER B:</b> General Ins. Co. of America	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b> 19704	

**COVERAGES****CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>XCU Included</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	24CC287662-8	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> <b>Comp 1,000</b> <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll 1,000	X	X	24CC32284210	10/25/2017	10/25/2018	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			01SU43636610	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Professional Liab</b>			LP77450201	10/25/2017	10/25/2018	Per Incid 1,000,000 Aggregate 3,000,000

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

**RE Agreement Number:** GS1594  
**City of Carlsbad is named as additional insured per the attached endorsement**  
**Thirty (30) days notice of cancellation**

**CERTIFICATE HOLDER****CANCELLATION****COCARLS**

City of Carlsbad/CMWD  
c/o Exigis Insurance  
Compliance Services  
P. O. Box 468-ECM #35050  
New York, NY 10163-4668

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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COMMERCIAL GENERAL LIABILITY  
CG 76 35 02 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

#### **ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
  - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
    - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
  - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

#### **NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

#### **TENANTS' PROPERTY DAMAGE LIABILITY**

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

##### **J. Damage To Property**

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

#### WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

#### SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

#### EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **EXTENDED DEFINITION OF BODILY INJURY**

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

### **TRANSFER OF RIGHTS OF RECOVERY**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

### **AGGREGATE LIMITS OF INSURANCE — PER LOCATION**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

### **INCREASED MEDICAL EXPENSE LIMIT**

The Medical Expense Limit is amended to \$10,000.

### **KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

### **UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### **LIBERALIZATION CLAUSE**

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.



COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

POLICY NUMBER: 24-CC-287662-8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ANY AND ALL FUNDING SOURCES AS RESPECTS THE INSURED'S OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;  
or
- B. In connection with your premises owned by or  
rented to you.

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CG 20 26 07 04

EP

POLICY NO. 24CC32842-1

COMMERCIAL AUTO  
CA 71 10 03 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **EXTENDED CANCELLATION CONDITION**

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **TEMPORARY SUBSTITUTE AUTO -- PHYSICAL DAMAGE COVERAGE**

Under paragraph C. -- CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 -- COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **BROAD FORM NAMED INSURED**

SECTION II -- LIABILITY COVERAGE -- A.1. WHO IS AN "INSURED" provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

#### **BLANKET ADDITIONAL INSURED**

SECTION II -- LIABILITY COVERAGE -- A.1. WHO IS AN "INSURED" provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
  - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

#### **EMPLOYEE AS INSURED**

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

#### **FELLOW EMPLOYEE COVERAGE**

Exclusion 5, FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

#### **BLANKET WAIVER OF SUBROGATION**

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.0. BROAD FORM NAME INSURED and A.1.a. BLANKET ADDITIONAL INSURED.

#### **PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expenses incurred by you, because of the total theft of a covered "auto" of the private passenger type.

#### **PERSONAL EFFECTS COVERAGE**

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

##### **d. Personal Effects Coverage**

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

#### **EXTRA EXPENSE — BROADENED COVERAGE**

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

#### **AIRBAG COVERAGE**

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **NEW VEHICLE REPLACEMENT COST**

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
  - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

## TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

## LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or
- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment, and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

## GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

#### **SECTION IV — BUSINESS AUTO CONDITIONS — B.2: Is amended by the addition of the following:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **HIRED AUTO — LIMITED WORLD WIDE COVERAGE**

Under Section IV — Business Conditions, Paragraph B.7.b.(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less:

#### **RESULTANT MENTAL ANGUISH COVERAGE**

**SECTION V — DEFINITIONS — C:** is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

#### **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

#### **HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE**

**SECTION III — PHYSICAL DAMAGE A.4.b.** Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lesser incurs an actual financial loss.

#### **RENTAL REIMBURSEMENT COVERAGE**

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
  1. Necessary and actual expenses incurred.
  2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form  
CA 99 23

## AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

### A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A1. above.  
However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

### B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. permanently installed in the opening of the dash or console normally used by

the manufacturer for the installation of a radio.

### C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. \$1,000;
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,