

## **CITY OF FORTUNA**

### **AGREEMENT WITH PEOPLE OF NEW DIRECTIONS FOR COORDINATED CLEANUP SERVICES**

This agreement is made and entered into by and between the City of Fortuna, hereinafter referred to as CITY and PEOPLE OF NEW DIRECTIONS, a sole proprietorship, hereinafter referred to as NEW DIRECTIONS.

#### **WITNESSETH**

WHEREAS, CITY desires to provide and maintain safe, healthy and clean environments within the City, in parks, along river ways, trails and other community areas and provide outreach services to unhoused populations in need of assistance; and

WHEREAS, NEW DIRECTIONS is organized for the purpose of providing quarterly community clean ups, outreach to unhoused people, and making a positive difference in the community; and

WHEREAS, NEW DIRECTIONS represents itself as willing and able to provide the services in coordination with the CITY to carry out the provisions of the aforesaid, including but not limited to the following:

#### **SCOPE OF WORK**

- Identification and Reporting of illegal camps to the Fortuna Police Department and assisting with notification, and cleanup of trash and debris;
- Coordination of volunteer cleanups within and around the City of Fortuna creeks and rivers.
- Coordination of the disposal of trash and debris with CITY Public Works;
- Provide information regarding availability of treatment and housing options to people in need; and
- Comply with all local, state, and federal laws and regulations governing or relating to the provision of the Services (collectively, the “Services”).

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

#### **1. TERM AND RENEWAL**

This agreement shall take effect on July 21, 2022 and it shall remain in effect through June 30, 2023. Prior to the expiration of this agreement, both parties agree to meet and review the agreement. The contract may be renewed upon mutual written consent of both parties.

#### **2. TERMINATION**

Each party hereto reserves the right to cancel this agreement upon thirty days written notice for any reason any time.

#### **3. PAYMENT**

A. In consideration of the agreements and undertakings to be performed by NEW DIRECTIONS for the services pursuant to this contract, CITY agrees to pay monthly invoices submitted by NEW DIRECTIONS to City. NEW DIRECTIONS shall submit a monthly-itemized invoice showing costs

incurred on a per-cleanup basis, which sets forth the location, hours worked and cost of volunteer meals. The billable rate for NEW DIRECTIONS employees shall not exceed \$50.00 per hour of time actually engage performing the Services within the City. In no event, shall the aggregate sum paid by CITY to NEW DIRECTIONS exceed \$5,000.00 for the period of the contract.

B. NEW DIRECTIONS and CITY agree that the amount listed above does not include the cost for disposal fees of garbage and refuse collected by NEW DIRECTIONS within the City, which costs will be covered by CITY.

#### **4. ASSIGNED REPRESENTATIVE**

CITY assigns Bob Natt as its designated representative(s) to personally participate, and act on behalf of the CITY, in activities related to this agreement. NEW DIRECTIONS assigns John Shelter as its designated representative(s) to personally participate, and act on behalf of NEW DIRECTIONS, in activities related to this agreement.

#### **5. RATE ADJUSTMENTS**

NEW DIRECTIONS shall present any request for a rate increase in writing for consideration by CITY. Rate increases shall occur only upon written agreement of both parties.

#### **6. EXCLUSIVITY**

It is understood and agreed that NEW DIRECTIONS may enter into independent agreements with any other public agencies or others, but such agreements shall not in any manner invalidate or interfere with this agreement. Furthermore, there shall be no deductions under this agreement by reason of any sums received by NEW DIRECTIONS for functions and services rendered under any other such agreement. NEW DIRECTIONS is free to engage in similar services for other public entities.

#### **7. INSURANCE REQUIREMENTS**

NEW DIRECTIONS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by NEW DIRECTIONS, their agents, representatives, employees or contractors.

##### **Minimum Scope of Insurance**

NEW DIRECTIONS shall, at all times during the term of this agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued with insurers with A.M. rating of no less than A-.

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000  
(General aggregate) \$2,000,000
- Commercial Auto Liability at least as broad as ISO CA 001 (per accident)  
\$1,000,000
- Errors and Omissions (per claim and aggregate) \$1,000,000
- Worker's Compensation Statutory

All insurance required by this section shall apply on a primary basis. NEW DIRECTIONS agrees that it will not cancel or reduce said insurance coverage. NEW DIRECTIONS agrees that if it does not keep the previously mentioned insurance in full force and effect CITY may terminate this agreement.

### **Other Insurance Provisions**

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

1. The City, its officials, employees and volunteers are to be **covered as insureds** with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the NEW DIRECTIONS; and with respect to liability arising out of work or operations performed by or on behalf of River Live including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured or in any case where an agreement to indemnify the additional insured would be invalid under subsection b of Section 2782 of the Civil Code. General liability coverage can be provided in the form of an endorsement to the NEW DIRECTIONS insurance, or as a separate owner's policy.
2. For any claims related to this agreement, NEW DIRECTIONS insurance coverage shall be **primary** insurance as respects the CITY, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the NEW DIRECTIONS insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after **thirty (30) days' prior written notice** by certified mail, return receipt requested, has been given to the CITY.

### **Acceptability of Insurers**

Insurance is to be placed with California-admitted insurers with a current A.M. Best's rating of no less than A:VII.

### **Verification of Coverage**

NEW DIRECTIONS shall furnish the CITY with **original** certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be signed by an authorized representative of the issuing insurer. The endorsements or policies shall conform to the CITY'S requirements. All certificates and endorsements are to be received and approved by the CITY before the agreement commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **Subcontractors**

None of the services covered by this agreement shall be subcontracted without the prior written consent of the CITY.

## **8. HOLD HARMLESS/INDEMNIFICATION**

NEW DIRECTIONS shall indemnify, defend and hold harmless CITY, and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any intentional or

negligent act or omission of NEW DIRECTIONS, any subcontractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

**9. SOLICITATION BY NEW DIRECTIONS**

Nothing in this agreement is intended or shall be construed to prevent NEW DIRECTIONS from soliciting or accepting donations from any person or organization toward defraying the cost of NEW DIRECTIONS's activities. No report of these moneys need to be made to CITY.

**10. NEW DIRECTIONS INDEPENDENT CONTRACTOR**

Nothing in this agreement shall be deemed or construed to create or constitute a, employment relationship, partnership or joint venture between the parties hereto or between the CITY and any of NEW DIRECTIONS's employees, subcontractors, or others working on its behalf. Further, NEW DIRECTIONS is with respect to CITY and its officers an independent contractor and not an officer employee or agent of CITY or of any CITY officer or employee. To that end, NEW DIRECTIONS shall maintain and have control over the manner and methods in which the Services are performed, including, but not necessarily limited to the recruitment, hiring, supervising, and compensation of its employees. NEW DIRECTIONS represents that it is engaged in similar work for other persons or entities and is duly licensed to engage in such services. NEW DIRECTIONS shall use its own equipment and facilities.

**11. STATUS OF NEW DIRECTIONS'S EMPLOYEES**

It is understood by the parties that any and all employees, volunteers and others working for or on behalf of NEW DIRECTIONS are not employees, agents, volunteers or subcontractors of the CITY and any and all liability associated with the activities of NEW DIRECTIONS's employees and volunteers, including Worker's Compensation, any other benefits or liabilities are the sole responsibility of NEW DIRECTIONS.

**12. ASSIGNMENT**

Neither party may assign this agreement nor its rights or duties under this agreement without the written consent of the other party.

**13. NOTICES**

In addition to all other notices provided for herein, CITY agrees that it shall give NEW DIRECTIONS notice of any ordinances, resolution or regulation relating to any matters effecting NEW DIRECTIONS's performance and/or functions under the terms and conditions of this agreement.

All notices herein provided to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given when deposited in the United States mail; first class and postage prepaid and addressed as follows:

TO CITY:	TO NEW DIRECTIONS:
City of Fortuna	NEW DIRECTIONS
Attn: Merritt Perry, City Manager	Attn: John Shelter
621 11 <sup>th</sup> Street	P.O. Box 3755
Fortuna, CA 95540	Eureka, CA 95502

**14. AMENDMENT**

This agreement may be modified and amended at any time during its terms, or any extension(s) thereof, by written mutual agreement of the parties.

**15. BINDING EFFECT**

This agreement shall be binding upon, and insure to the benefits of, the parties, their successors, and permitted assigns.

**16. COMPLIANCE WITH LAWS**

A. NEW DIRECTIONS agrees to comply with all applicable City, State and Federal ordinances, laws, requirements, restrictions and licensing provisions as the same now exist or as they may be modified or adopted in the future.

B. NEW DIRECTIONS further agrees to comply with any applicable federal< state< or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

C. CITY agrees to reasonably comply with all local, state and federal laws and regulations pertaining transient camps. CITY further agrees to comply with any applicable standards or criteria established locally or by the state and federal governments.

D. NEW DIRECTIONS agrees that it shall not invoice and CITY shall have no obligation to compensate NEW DIRECTIONS for activities deemed inherently religious. Inherently religious activities shall not include the Services.

E. This agreement shall be governed by and construed in accordance with the laws of the State of California.

**17. AUDIT**

To the extent required by law or by the CITY for the purpose of ensuring compliance with this agreement, NEW DIRECTIONS shall make its books and records available for audit during the period of this agreement and for a four-year period thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective and duly authorized agents of the day and year first shown above.

CITY OF FORTUNA

NEW DIRECTIONS

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date