



## Council Agenda Report

**From:** David LaCaro, Stormwater Manager  
Dick McKinley, Public Works Director

**Subject:** Multi-year Contract with California Conservations Corps for City Drainage Way Maintenance

**Date:** January 17, 2017

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### Facts

1. The City is regulated by the Statewide General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (Stormwater General Permit). The Stormwater General Permit requires Paso Robles to maintain its storm drainage system, which includes approximately 10.6 miles of natural drainage ways (creeks) and approximately 15 drainage basins.
2. The City has a California Department of Fish and Wildlife Lake and Streambed Alteration Agreement (LSAA) that allows staff and its contractors to maintain various natural drainage ways and basins in the City easements.
3. Staff developed a long-term plan for Salinas River management and flood protection. The plan includes contracting with the California Conservations Corps (CCC) to assist in Salinas River maintenance activities (see Attachment 1).
4. The CCC is a State Agency that employs young men and women to improve California's natural resources as well as assist in emergency response (e.g., firefighting, flood protection, earthquake recovery).
5. The City needs assistance with maintenance of natural drainage ways and basins beyond the Salinas River. City staff would like to expand the CCCs scope to include maintenance of drainage ways that are tributary to the Salinas River. Maintenance of these tributary drainage ways will not only reduce the amount of debris and trash that enter the Salinas River during storms, but comply with the City's Stormwater General Permit.
6. On June 21, 2016, City Council budgeted \$40,000 per year from the General Fund for the purpose of providing ongoing cleanup work associated with Salinas River homeless encampments for Fiscal Year 2016/17, and an additional \$40,000 for Fiscal Year 2017/18.
7. The City completed a similar effort in April 2016, removing approximately 21 tons of trash from the Salinas River, through with combined efforts of the City staff, CCC, and a private contractor.

### Options

1. Take no action.
2. Direct staff to enter into a multi-year contract with the CCC for the maintenance of the City drainage way system.
3. Direct an alternative approach to meet the required maintenance needs of the City.

### **Analysis and Conclusions**

Paso Robles is required to maintain its drainage ways (river, creeks, ditches, basins, etc.) on an annual basis. Long-term management of the drainage system is vital for reducing the potential flood risk to adjacent private properties as well as protecting public infrastructure. Maintenance activities would involve a combination of hand work and small equipment to remove accumulated sediment, remove downed dead logs, and thin or remove vegetation. Maintenance activities would occur during the dry season prior to the rains with the following approach:

- **Salinas River Maintenance** – Similar to the April 2016 Salinas River cleanup effort, Public Works staff will work with the Police Department to map and identify large homeless encampments that require removal. Staff will then manage and direct CCC's activities in those areas. Each area will be assessed to determine trash removal, dead and downed tree removal, and thinning of vegetation.
- **Tributary Drainage Maintenance** – Public Works staff will conduct initial investigations of the drainage system tributary to the Salinas River and prioritize areas that require maintenance. Some areas are regulated by the LSAA and will require training prior to work activities. Work may include trash /litter removal, dead and downed tree removal, as well as some vegetation trimming.

If the City chooses not to take action, then drainage ways may accumulate sediment, debris, vegetation resulting in a greater maintenance effort in the long-term and greater risk of localized flooding in some areas.

### **Fiscal Impact**

City Council allocated \$40,000 per year from the General Fund towards the cleanup of homeless encampments, removal of dead and downed woody debris, as well as some vegetation maintenance in the Salinas River and associated tributaries. No additional funding is necessary.

### **Recommendation**

Authorize the City Manager to execute a multi-year contract with the California Conservation Corps for the annual maintenance of the City's drainage ways system in a contract amount not to exceed \$50,000; authorize the City Manager and City Attorney to make any needed changes to the draft agreement in keeping with overall Council direction.

### **Attachments**

1. June 8, 2016 – Salinas River Long-Term Management and Flood Protection Administrative Staff Report
2. Proposed California Conservation Corps Multi-Year Contract

TO: Thomas Frutchey, City Manager  
 FROM: Dick McKinley, Public Works Director  
 SUBJECT: Salinas River Long-Term Management and Flood Protection  
 DATE: June 8, 2016

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**NEEDS:** For the City to address a long-term need for removing vegetation and debris from portions of the Salinas River to mitigate flooding issues.

**FACTS:**

1. On September 15, 2016, Council Member Gregory requested that staff bring back a long-term plan to manage the future clearing of debris in the Salinas River.
2. The City has a California Department of Fish and Wildlife Streambed Alteration Agreement (Permit) that allows staff and its contractors to maintain various waterways and basins in the City's rights-of-way. The Permit restricts maintenance activities to the dry season (April 15 to October 15).
3. The Permit allows for hand tools and small equipment removal of downed and dead logs and other vegetation as well as thinning shrubby vegetation of up to one linear mile in the Salinas River.
4. On March 1, 2016, City Council authorized the City Manager to deploy a multipronged approach to address the homeless shelter crisis in response to an El Nino threat of flooding. This approach allowed staff to evacuate homeless persons and their belongings from the Salinas River and remove approximately 29 tons of trash and debris. However, trash and debris remain a potential hazard for causing flooding and damage for downstream infrastructure. Shrubby vegetation can exacerbate this issue.

**ANALYSIS &  
CONCLUSION:**

Staff attended the *Salinas River Symposium: Reconnecting the River* on January 22, 2016. The symposium participants included various academia, government officials, environmental consultants, rangeland specialists, scientists, etc. The symposium included a panel discussion on "Managing the Salinas River Floodplain" where panelists discussed the efforts in developing a long-term management plan for the Salinas River; starting at the southern end of the Monterey County line north moving towards the Monterey Bay. The project provides multiple benefits to property owners, municipalities, and resources agencies, such as flood protection, property protection/maintenance, habitat enhancement, and the ability to promote groundwater recharge.

The Monterey County Salinas River Management approach is a long and involved process. However, the results allow for greater support, collaboration, cost sharing, and long-term solutions for the greater Salinas River corridor. Unfortunately, stakeholders located in the Upper Salinas River corridor have not yet started the discussion to begin the planning process. In the intervening time, staff has developed an approach that will address the immediate concerns of debris clearing and flood management in the Paso Robles portion of the river corridor.

The Salinas River is complex and many factors must be considered before deciding whether debris removal would benefit Paso Robles. For example:

- Santa Margarita Lake (Salinas Reservoir) must fill up and spill before the Salinas River receives heavy flows. The lake is presently at 12.6% capacity due to years of drought. Very high amounts of rainfall are needed to fill the lake and cause large flows to spill over the dam.
- The river bed beneath the 13<sup>th</sup> Street Bridge is presently eroding, as evidenced by exposure of the bridge pier foundations. Debris removal around the bridge might accelerate river flow, increase erosion, and compromise the bridge piers.
- Most of the debris flow that would result from heavy rainfall would originate from the vast watershed upstream of Paso Robles (Santa Margarita, Atascadero, and Templeton).
- Approximately two-thirds (~50 parcels) of the river corridor is privately owned. City staff would need to engage and coordinate with private property owners to complete any planned debris removal activities, or only remove debris from the City-owned parcels.

With the aforementioned factors in mind, staff recommends the following approach to maintain the long-term management in the Paso Robles portion of the Salinas River corridor.

1. **Salinas River Assessment** – First, staff will solicit proposals and contract with professional hydrologists and/or fluvial geomorphologists (experts in river behavior) to consider the factors noted above, determine whether debris removal would be beneficial, and if so, recommend areas where debris removal would be most cost-effective and not cause unintended consequences such as downstream flooding or erosion. The assessment will allow staff to systematically plan annual clearing of debris.

This assessment would only study the portion of Salinas River that lies within the City's jurisdictional boundaries. Debris located upstream of the City's boundaries (Templeton, Atascadero, Santa Margarita, etc.) would not be studied, which could affect the results of the assessment.

This effort would cost less than \$20,000 and could be authorized by the City Manager per the City's Purchasing Policy.

In addition to this assessment, staff will contract with an engineering firm to assess the erosion under the 13th Street Bridge and offer solutions to strengthen the bridge supports.

2. **Project Permitting** – Next, staff will ensure compliance with the California Department of Fish and Wildlife (DFW) Streambed Alteration Agreement (Permit). According to the Permit, the City and its contractors may perform routine maintenance activities (sediment removal and/or vegetation management) in various waterways and basins in the City's rights-of-way. The Permit restricts maintenance activities to the dry season (April 15 to October 15). The Permit is up for renewal March 10, 2020.

More specifically, the Permit allows the use of hand tools or small equipment removal of downed and dead logs and other vegetation of up to one mile in linear stream length. Sediment removal within the Salinas River is not allowed. Proposed maintenance activities in the Salinas River would be covered by the existing Permit.

The Permit also allows for the use of goats or sheep to remove low-growing vegetation that could result in compromised flows by catching debris. However, upon in-field investigations and discussions with a certified biologist, the use of

goats or sheep would have limited benefit in debris removal activities. Further, large woody debris creating dams or downed woody logs would not be removed as a result of using goats or sheep. Staff does not recommend the use of goats, sheep, or other livestock to remove debris on the Salinas River.

Prior to any removal activities, targeted areas for debris removal and clearing must be surveyed by a certified biologist. In addition, any activities that occur within the Salinas River will be documented (i.e., activity description, photos, etc.) and included in the City's Annual Report to the DFW.

3. **Long-Term Maintenance** – Last, staff will contract with the California Conservation Corps (CCC) to perform debris clearing in the Salinas River. The CCC has assisted the City in various projects over the years. More recently, the CCC assisted in the Salinas River Clean-Up Project where various encampments were removed in an effort to reduce public hazards and potential downstream flooding. The work included removal of some dead and downed trees as well as some debris.

Staff would establish an annual service agreement in order to systematically plan for the necessary work in the Salinas River, ensure that proper training occurs, and ensure that all work is being completed in accordance with the allowable Permit timelines. Further, the CCC work would align with the river assessment and could be scheduled annually.

The work would include hand removal of dead and downed logs and debris as well as trimming (lifting) shrubby vegetation. The debris would be hauled out of the river bed and chipped into roll-off bins provided by Paso Recycle and Waste, who would haul it away for disposal.

It should be noted that approximately two-thirds of the river corridor parcels are privately owned. Staff would engage and coordinate with the private property owners to ensure that the proposed projects are complete to the extent possible.

**POLICY**

**REFERENCE:** City Council Goals: Expand efforts to invest in city infrastructure through the strategic use of reserves, with an emphasis on streets, parks, landscaping, and facilities.

**FISCAL**

**IMPACT:** The City presently has no defined budget for river maintenance. Funding for the services of a hydrologist or fluvial geomorphologist, or hiring of CCC, Paso Waste, and Althouse and Meade for debris removal, must be identified, but could come from the Wastewater Fund as a properly functioning Salinas River is essential to our treatment plant discharge system.

**OPTIONS:**

- a. No action is required at this time if City Council Members agree with this approach. Staff will proceed to do the work as outlined above, and come to the City Council as needed for funding or other approvals. If the City Council wants to agendize this matter for a future City Council meeting, staff will prepare a formal presentation.
- b. Amend, modify, or reject the above options.

**ATTACHMENTS:** None

[A] PROJECT DATA

Project/Work Code: R-17-4009		Center Code: 603 LOS PADRES Location Code: ARRA: N
Contract: - -		Resource Category: LAN
Project Title: CITY OF PASO ROBLES - MAINTENANCE		
Project Description: CCC will provide crew as scheduled by the City of Paso Robles department Staff. *CCC will perform annual trimming and removal of vegetation with hand tools and power equipment. *CCC will facilitate weed abatement within the City boundaries. *CCC will work with City Maintenance crews performing general maintenance tasks. * Additional seasonal projects associated with this contract may include; trails, irrigation systems repairs, tree pruning, parkland enhancement projects, vegetation maintenance and debris\sedime ...		

[B] SPONSOR INFORMATION

Agency Code: 40000	Sponsoring Agency: CITY OF PASO ROBLES	Address: 1000 SPRING STREET	
City: PASO ROBLES	State: CA	ZIP: 93446-	
Sponsor Representative: DAVID LACARO	Title: STORMWATER MANAGER	Phone: (805) 227-7200	
Technical Supervisor: DAVID LACARO	Title: STORMWATER MANAGER	Phone: (805) 227-7200	

[C] EMERGENCY RESPONSE INFORMATION

CDF Incident # -	Request # -	OES # -	HQ Ref. # -
CCC Index #	Corpsmember Overtime Pay Serial # Email:  dlacaro@prcity.com		

[D] ESTIMATE INFORMATION

Hours: 2500
Start Date: 02/02/2017

[E] WORKSITE INFORMATION

Directions to Worksite Location: Various		
ZIP: 93446-	County Code: 40	County: SAN LUIS OBI

[F] FOR HQ USE ONLY

MIKE ANDERSON 12/19/2016, 1:59pm

Received:	Logged:	Verified:
Analyst:	Entered:	Checked:

[G] EDUCATIONAL ACTIVITIES

Sponsor: Educational presentation to increase Corpsmember understanding of the natural environment. Length of time scheduled: 1.00 Hrs.  
 Sponsor to explain the interface between wetland and public. explain how regular maintenance reduces further intrusion and destruction from the public

CCC: The CCC will be doing the following work/learn activities. Length of time scheduled: 1.00 Hrs.  
 Tool use techniques, Wetland habitat presentation, public interaction

[H] EQUIPMENT, MATERIALS, AND LABOR

<p>To be supplied by Sponsor:                  Technical supervision                  Any materials need to be purchased                  Access to restroom facilities or porta john</p>	<p>To be supplied by CCC:                  Supervision                  Workers Compensation                  Tools                  Vehicle Transportation (vehicle can be used for project work)                  Safty Meeting and JHA's</p>
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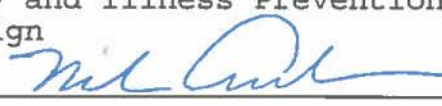
Special SPIKE equipment needed by crew:

SPIKE Information (description and location of housing):

[I] NARRATIVE ON HOW PROJECT WILL MEET ALL LEGISLATIVELY MANDATED OBJECTIVES  
(Assign a numerical rating: 0=none, 1=low, 2=medium, 3=high)

<p>Conserving, improving, developing natural resources, maintaining environmentally important lands or waters. RATING: 2 CCC Crews will perform work with the city in areas surrounded by preserved habitat. CCC will be able to perform work that otherwise would requi ...</p>
<p>Providing public benefit or access (Estimated visitor use, increased safety, reduced maintenance costs, etc. RATING: 3 Maintenance must be done for public safety and to maintain health of the Cities infrastructure.</p>
<p>Providing Corpsmembers with opportunities for training in employable skills (e.g. specific tools and use, fire control, carpentry) RATING: 2 Power tool use, Fence repair, deck repair, sealant application, public exposure while on project.</p>

[J] PROJECT CHECKLIST & SIGNATURE BLOCKS

SIGNING THIS DOCUMENT VERIFIES THAT:		
<ul style="list-style-type: none"> <li>▪ A Sponsor Agreement (CCC 96) is on file at Headquarters.</li> <li>▪ If a reimbursable project, a CCC-96A or STD-13 agreement has been submitted to Headquarters.</li> <li>▪ If the Sponsor is a non-profit entity, a statement of non-profit status and Private Property/Sponsor Authorization form have been submitted to HQ.</li> <li>▪ If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization has been submitted to HQ.</li> <li>▪ The project conforms to CCC's Injury and Illness Prevention Program (IIPP)</li> </ul>		
Project Coordinator:	Print	Sign
MIKE ANDERSON		
		Date: 12/20/16
Center Director:		

THE SPONSOR REPRESENTATIVE AGREES TO THE FOLLOWING:		
<ul style="list-style-type: none"> <li>▪ If there are hazardous materials present, the sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets for hazardous materials that are present at the worksite</li> </ul>		
OR		
<ul style="list-style-type: none"> <li>▪ To the best knowledge of the sponsor, the worksite is free of any known hazardous materials.</li> </ul>		
AND		
<ul style="list-style-type: none"> <li>▪ That all applicable local, state, and federal permits, approvals, and clearances have been obtained.</li> </ul>		
Sponsor Representative:	Print	Sign
		Date:



CCC-58 Project/Work Code: R-17-4009 CITY OF PASO ROBLES - MAINTEN Continuation

Project Description: (cont.)  
parkland enhancement projects, vegetation maintenance and debris\sediment removal at other drainages located within the City boundaries. Work may also include homeless encampment dismantling and disposal.

LEGISLATIVE MANDATE - Natural Resources: (cont.)  
habitat. CCC will be able to perform work that otherwise would require equipment to get done.

Field Operations Database System Ver: 2.9.6 (04/20/2016)

Agreement # <div style="border: 1px solid black; height: 20px; width: 100%;"></div> (CCC Contract Officer Assigns)	Index# <div style="border: 1px solid black; padding: 5px; width: 100%; text-align: center;">6603</div> (Center Index Code is Four digits)	CCC Work Code <div style="border: 1px solid black; padding: 5px; width: 100%; text-align: center;">R17-4009</div> (Center Project Manager Assigns)
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A) The California Conservation Corps (CCC), agrees to provide crew labor for the project titled:  
**City of Paso Robles - Maintenance**

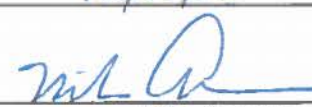
See CCC-58: Project Evaluation Form for details.

B) The term of this agreement shall be:  
 Agreement Start Date: February 1, 2017       Check here if multi-year  
 Agreement Expiration Date: January 31, 2018

C) Sponsor agrees to reimburse the CCC for estimated costs in accordance with the Fiscal Summary. (Fiscal Year displays are shown on page 2 & 3.)  NOTE TO SPONSOR: Budget detail will not be provided on performance based contracts.	<b>LABOR</b>	<b>Hours</b>	<b>Rate/Hr</b>	<b>Totals</b>	
	CM Regular Time:	2450.00	\$ 20.00	\$ 49,000.00	
	CM Overtime:	0.00	\$ -	-	
	Performance-Based Labor:			\$ -	
	Staff BILLABLE Regular Time :			\$ -	
	Staff Overtime :			\$ -	
	<b>EXPENSES</b>				
	Equipment (greater than \$5,000):			\$ -	
	Tools (includes equipment less than \$5,000):			\$ 1,000.00	
	Materials:			\$ -	
	Vehicle Operations:			\$ -	
	Consulting:			\$ -	
Other:			\$ -		
D) The total amount payable by Sponsor to CCC under this agreement shall not exceed:				<b>\$ 50,000.00</b>	

E) The CCC shall forward billing for labor and/or operating expenses with supporting documentation in triplicate to sponsor  
 Monthly       Quarterly       At end of contract  
 Sponsor agrees to pay CCC within 50 days from receipt of bill.      Negotiated Advanced Payments: \$ -

Sponsor	
Organization:	City of Paso Robles
Date:	
Signature:	
Print:	
Title:	
<b>SPONSOR EMAIL ADDRESS</b>	
<b>SPONSOR MAILING ADDRESS</b>	
1000 Spring Street Paso Robles, CA 93446	
<b>SPONSOR BILLING ADDRESS:</b>	
SAME	

STATE OF CALIFORNIA	
California Conservation Corps	
Date:	
Signature:	
Print:	Dawne Bortolazzo
Title:	Administrative Chief
CCC DISTRICT VERIFICATION	
Date:	12/20/16
Signature:	
Print:	Mike Anderson
Title:	Conservation Supervisor
FORWARD PAYMENTS TO:	
California Conservation Corps Attention: Accounting/Receivables 1719 24th Street, Sacramento Sacramento, CA 95816	

First Fiscal Year Display	FROM:	02/01/17	LABOR	Hours	Rate/Hr	Totals
			CM Regular Time:	1450.00	\$ 20.00	\$ 29,000.00
			CM Overtime:	0.00	\$ -	\$ -
	TO:	06/30/17				
			Performance-Based Labor:		\$ -	\$ -
			Staff BILLABLE Regular Time :		\$ -	\$ -
			Staff Overtime :		\$ -	\$ -
			<b>EXPENSES</b>			
			Equipment (greater than \$5,000):		\$ -	\$ -
			Tools (includes equipment less than \$5,000):		\$ 1,000.00	\$ 1,000.00
			Materials:		\$ -	\$ -
			Vehicle Operations:		\$ -	\$ -
			Consulting:		\$ -	\$ -
			Other:		\$ -	\$ -
			<b>First Fiscal Year TOTAL:</b>		\$	<b>30,000.00</b>

Second Fiscal Year Display	FROM:	07/01/17	LABOR	Hours	Rate/Hr	Totals
			CM Regular Time:	1000.00	\$ 20.00	\$ 20,000.00
			CM Overtime:	0.00	\$ -	\$ -
	TO:	01/31/18				
			Performance-Based Labor:		\$ -	\$ -
			Staff BILLABLE Regular Time :		\$ -	\$ -
			Staff Overtime :		\$ -	\$ -
			<b>EXPENSES</b>			
			Equipment (greater than \$5,000):		\$ -	\$ -
			Tools (includes equipment less than \$5,000):		\$ -	\$ -
			Materials:		\$ -	\$ -
			Vehicle Operations:		\$ -	\$ -
			Consulting:		\$ -	\$ -
			Other:		\$ -	\$ -
			<b>Second Fiscal Year TOTAL:</b>		\$	<b>20,000.00</b>

Third Fiscal Year Display	FROM:		LABOR	Hours	Rate/Hr	Totals
			CM Regular Time:	0.00	\$ 20.00	\$ -
			CM Overtime:	0.00	\$ -	\$ -
	TO:					
			Performance-Based Labor:		\$ -	\$ -
			Staff BILLABLE Regular Time :		\$ -	\$ -
			Staff Overtime :		\$ -	\$ -
			<b>EXPENSES</b>			
			Equipment (greater than \$5,000):		\$ -	\$ -
			Tools (includes equipment less than \$5,000):		\$ -	\$ -
			Materials:		\$ -	\$ -
			Vehicle Operations:		\$ -	\$ -
			Consulting:		\$ -	\$ -
			Other:		\$ -	\$ -
			<b>Third Fiscal Year TOTAL:</b>		\$	<b>-</b>

Fourth Fiscal Year Display	FROM:		LABOR	Hours	Rate/Hr	Totals
			CM Regular Time:	0.00	\$ 20.00	\$ -
			CM Overtime:	0.00	\$ -	\$ -
	TO:					
			Performance-Based Labor:		\$ -	\$ -
			Staff BILLABLE Regular Time :		\$ -	\$ -
			Staff Overtime :		\$ -	\$ -
			<b>EXPENSES</b>			
			Equipment (greater than \$5,000):		\$ -	\$ -
			Tools (includes equipment less than \$5,000):		\$ -	\$ -
			Materials:		\$ -	\$ -
			Vehicle Operations:		\$ -	\$ -
			Consulting:		\$ -	\$ -
			Other:		\$ -	\$ -
			<b>Forth Fiscal Year TOTAL:</b>		\$	<b>-</b>

The total amount payable by Sponsor to CCC under this agreement shall not exceed:

\$ 50,000.00

**CALIFORNIA CONSERVATION CORPS**1719 24<sup>th</sup> Street, Sacramento, CA 95816[www.ccc.ca.gov](http://www.ccc.ca.gov)

CCC-96 (REV. 11/2016)

**SPONSOR AGREEMENT (CCC-96)  
(for Governmental Entity – Local)**

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: City of Paso Robles, a State of California Local Public Entity (Sponsor).

**WHEREAS**, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

**WHEREAS**, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

**WHEREAS**, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

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

**WHEREAS**, each party to this Agreement is duly authorized to enter into this Agreement; and

**WHEREAS**, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

**NOW THEREFORE**, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as "the parties") agree as follows:

- A. Documentation of Projects
1. Sponsor shall submit project proposals to the CCC.
  2. The CCC shall work with Sponsor to include details of project proposals in a CCC Form 58 and/or other appropriate forms and documentation where applicable ("the project paperwork").

3. No project work will begin without a CCC Form 58 (or its replacement) being signed by the parties' representatives.
4. The project paperwork for any project necessarily incorporates into it this Agreement.
5. Unless otherwise specified in the project paperwork, the parties agree to accept documents that are digital signed in accordance with Government Code Section 16.5.

**B. Parties Obligations:**

1. Sponsor agrees:
  - a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project paperwork;
  - b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project paperwork;
  - c. To provide adequate technical supervision as determined and agreed to by the parties;
  - d. To obtain approvals and permits required by any local, state or federal entity necessary to commence working on and/or completing the work identified in the project paperwork;
  - e. To the extent any project involves the CCC performing work on private property, it will obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
  - f. To the extent any project involves trade unions or labor organizations, to obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
  - g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor will provide the location, identity, and amounts of such hazardous materials as well as the Safety Data Sheets associated therewith;
  - h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel actually engaged in working on a project if: (1) the project is located at a site that is more than a one hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
  - i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives thereto;
  - j. To work with the CCC to conduct an additional educational or training presentation at the CCC base center or project site to CCC corpsmembers; and,

- k. To explore the possibility of authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project and the date. Any such sign, plaque or emblem shall be consistent in size and design to its surroundings at the project site.
2. CCC agrees to:
- a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project paperwork for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities.
  - b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project paperwork. The CCC shall only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
  - c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.
3. The Sponsor and CCC mutually agree to the following:
- a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
  - b. Mutual Indemnification:
    - i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project paperwork.
    - ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project paperwork;
  - c. Insurance:
    - i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of the law relating to such liability. Pursuant to those procedures, tort liability claims should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Internet

link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>) in accordance with the California Government Code and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims should be presented to the Office of Risk and Insurance Management (ORIM), P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (see link above). It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Personnel Administration has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and corpsmembers as required by the California Labor Code.
- d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to corpsmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
- f. Improvements and Land Use:
  - i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor shall remain the property of the Sponsor;
  - ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said

work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;

g. Emergency Services and Possible Delays:

- i. The CCC is required to provide emergency services if directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services, Department of Forestry and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
- ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor;
- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be borne by the party incurring such costs.

h. All contracts relating to the construction or operation of a project shall contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave;

i. Budget Contingencies:

- i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project paperwork and Sponsor shall not be obligated to perform any provisions of this Agreement or related project paperwork.
  - ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with no liability occurring to the State of California or CCC, or offer to an Agreement amendment to Sponsor reflecting the reduced amount.
- j. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
- k. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;



- l. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
- m. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
- n. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
- o. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and
- p. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

**Sponsor Information:**

<b>Sponsor Name:</b>	City of Paso Robles	<b>Sponsor Department:</b>
<b>Address:</b>		
<b>Contact Person:</b>		<b>Phone:</b>
<b>Email Address:</b>		

**SIGNATURES**

In Witness Whereof, the parties have agreed to the condition of this Agreement as of the date shown below.

<b>Sponsor Representative Signature:</b>	
<b>Print Name:</b>	<b>Date:</b>

<b>CCC District Director/Region Deputy Signature:</b>	
<b>Print Name:</b>	<b>Date:</b>
Jose Phillips	