

**DRAFT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND SAN JOSE CONSERVATION CORPS
FOR GLASS COLLECTION SERVICES**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SAN JOSE CONSERVATION CORPS ("CONTRACTOR").

WHEREAS, CITY is in need of a specialized services specialized services for glass collection from restaurants and bars; and

WHEREAS, CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONTRACTOR shall determine the method, details and means of performing the services.

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work performed and completed as required in the bid documents under the sole direction and control of the CONTRACTOR, and subject to approval of the City.

2. Time for Performance

The term of this Agreement shall be for a one-year period beginning on the date of contract execution, unless otherwise terminated. Agreement may be renewed for two (2) additional one-year periods at the option of CITY

3. Compensation

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of one hundred and five thousand No/100 Dollars (\$105,000.00), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outline in Exhibit "B". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

4. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement

CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

5. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

6. Compliance with Laws

- (a) CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

7. Independent Contractor

CONTRACTOR is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

8. Indemnity

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, 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 services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly 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. Insurance

CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

10. CITY Representative

Karen Gissibl, Environmental Programs Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

11. CONTRACTOR Representative

Dorsey Moore, Executive Director/CEO, shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

12. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to addressed below.as follows:

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Ramana Chinnakotla, Director of Environmental Services
Environmental Services Department
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Dorsey Moore, Executive Director/CEO
San Jose Conservation Corps
1560 Berger Dr
San Jose, CA 95112

13. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

14. Termination

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

15. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

17. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

SAN JOSE CONSERVATION CORPS
(CONTRACTOR")

By _____
City Attorney

By _____

Name and Title

Exhibit A

San Jose Conservation Corps + Charter School City of Sunnyvale Glass Collection Services Scope of Work

1. PROJECT SCOPE

1.1. Collection Services

The SJCC&CS shall establish collection routes for glass collection services for businesses and organizations (clients) within the City of Sunnyvale. The focus of the program will be to collect glass from the participating clients but the SJCC&CS, at their discretion, can also collect other beverage container related recyclable material, which includes:

- Metals (CRV & non-CRV): aluminum, steel, and bi-metal cans
- Plastics (CRV & non-CRV): bottles, containers, cups and tubs #1-7

1.2. Route schedules

Collections shall occur at all client locations at a minimum of once per week or as agreed upon by or between the SJCC+CS and the client. Routes shall be developed and maintained by the SJCC+CS as the client participation builds. SJCC+CS anticipates a minimum of three (3) routes per week for the collection of glass and other beverage container related recyclable material.

At any time during this project term, the City Representative and the SJCC+CS shall evaluate the frequency of service that meets the needs of each of the clients. Bi-weekly, monthly, or on-call collection services shall be considered only for those clients generating less than one-quarter rollaway full per week. City shall have the option to require the client to have more than one pickup per week based on certain criteria (e.g.: space limitations, high volumes, etc.).

The collection schedules (including days and frequencies of collection) for each client will be determined between the SJCC+CS and the client. Collection schedules shall remain in effect for the term of this project and may be modified at the discretion of the SJCC+CS. However, the City Representative may request the collection schedule and provide input regarding adjustments and modifications to the collection schedule.

The SJCC&CS is solely responsible for loading glass (and other recyclable material, as agreed upon) into the SJCC+CS's collection vehicles. Should additional material accumulate at the client location that does not fit in the collection container(s) (e.g.: rollaway or cubic yarder bins), the SJCC+CS is not to pick up the material without explicit direction from the client. The SJCC+CS shall clean up any spillage or litter in the collection areas caused by the SJCC+CS collection teams.

All regularly scheduled collections must be completed on the scheduled day unless agreed to in advance by the client. The SJCC+CS must notify the clients when they are unable to perform any collection as scheduled before the end of that business day. The SJCC+CS shall, within twenty-four (24) hours after request, collect and remove any and all missed pickups which the SJCC+CS failed to collect and remove as required at the regularly scheduled time.

In instances when the SJCC+CS is unable to access a container for service, the collection team shall contact the dispatcher/collections supervisor and make the report of inability to access the container. The dispatcher shall contact the business' on-site contact in an effort to remedy the situation. In the event that the dispatcher is unable to make contact with the client, the SJCC+CS shall wait at the client location up to ten (10) minutes for access to be provided or shall return at a later time during the same day.

Extra and emergency collections may be occasionally required. Emergency service must be provided the same day as requested, whenever feasible. Extra collections must be provided within twenty-four (24) hours after request.

Provided that the contamination level of the collection container is less than 10%, each cart shall be emptied upon each service call regardless of volume level. If contamination levels exceed 10%, then collection teams shall notify dispatch who will contact the client to have contamination removed from the container before providing collection services. Whenever feasible, collection service to the client will be provided the same day or within twenty-four (24) hours after notification of the removal of the contamination.

Changes to the collection schedule may occur due to holidays or scheduled shut-downs. In these instances, collection services will be provided the following day after the holiday or scheduled shut-down.

1.3. Marketing Services

The SJCC+CS shall perform marketing and outreach to potential clients to participate in the glass collection program. The SJCC+CS shall work independently, alongside, or under direction from the City Representative.

1.4. Collection Hours

The SJCC+CS collection hours shall be between 8:30AM – 4:00PM. Exceptions to the collection hours shall only be effected upon the mutual agreement between the SJCC+CS and the client.

1.5. Service Changes

The client may increase or decrease service at any time without penalty by contacting the SJCC+CS and making a request to the Collections Manager/Dispatcher. Requests for service changes shall be put into effect within seven (7) days. The City Representative may also request an adjustment to the service levels as needed (e.g.: inspection of client revealed once a week pickup to be insufficient). The SJCC+CS shall inform the City Representative of any and all potential causes of

disruption to the normal collection route times and schedules, including, but not limited to, a temporary or permanent change of drivers, the training of new drivers, and scheduled activities or events at the SJCC+CS workplace.

1.6. Container Provision and Maintenance

The SJCC+CS shall furnish ninety-six (96) gallon or equivalent rollaways/wheeled carts (containers) to collect glass and shall be responsible for the maintenance and repair of the containers. Containers provided shall be clean and in fully serviceable condition, free of offensive odors, graffiti, and safety hazards. The SJCC+CS shall also furnish twenty-three (23) gallon containers (e.g.: Slim Jim™) as needed to clients for in-house collection. All containers provided by SJCC+CS shall be properly labeled (e.g.: Glass Bottles Only, Bottles & Cans Only, etc.)

The SJCC+CS shall be required to clean bins as necessary, or as requested by the client and/or the City Representative, and shall provide prompt repair or replacement of all damaged containers.

The SJCC+CS shall provide the number of containers requested by the client to collect glass. The number of containers can be adjusted by the SJCC+CS depending on the need or in the event that the number of containers is found to be insufficient or excessive. Adjustments shall only be made by expressed agreement by the client or upon request by the City Representative. The SJCC+CS is responsible for all container deliveries.

All containers shall be clearly labeled with the SJCC&CS name or logo, so that the client is aware that the container is to be used for this specific program. The City may provide signage, if deemed necessary, at the City's cost.

2. CONTAMINATION

The SJCC&CS shall inspect collection containers for possible contamination before materials are transferred from collection containers to the SJCC&CS vehicles. SJCC&CS shall not provide collection services to any container that has contamination in excess of 10%.

Collection teams shall provide non-collection tag to customers when contamination rate exceeds 10%. If contamination continues more than three times, SJCC&CS shall contact business owner to discuss solutions. City staff will coordinate with SJCC&CS to develop a contamination tag to be used.

SJCC&CS may, with City approval, discontinue service to uncooperative businesses.

3. MONTHLY REPORT

Monthly reports of glass (and other recyclables) shall be submitted by the 10th of each month. The SJCC&CS shall electronically submit to City a monthly report containing the following information:

- A list of participants

- Potential clients who have been contacted but are not participating
- New Participants starting that month
- Non-Collection tags and customers contacted to resolve contamination issues
- Status of participation (from clients)
- Tons of material collected
- Residual rate
- A brief, bullet-point narrative of challenges and successes

4. OUTREACH

The SJCC+CS shall develop, with assistance from City, marketing material for use with the program. City will provide graphic design and printing.

SJCC+CS shall use outreach methods such as the Chamber of Commerce e-newsletter or the City's Recycling Program's e-newsletter (Sustainable Sunnyvale or the Business Recycling Solutions) at least four times per year to promote the program. City approval required prior to publication.

Exhibit B
Compensation Schedule FY 20-21

Fiscal Year 2020-2021							
	Hours	\$ Per Hour	\$ Per Day	Days / Week	\$ Per Week	Weeks / Year	Total
Corpsmember	8	\$ 37.06	\$ 296.48	3	\$ 889.44	52	\$ 46,250.88
Supervisor	8	\$ 46.87	\$ 374.96	3	\$ 1,124.88	52	\$ 58,493.76
						Total	\$ 104,744.64

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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 by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to this insurance requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

Exhibit D



The City of Sunnyvale is now using PINSAdvantage.com to track Insurance Certificates and all related documents.

WHAT IS THE PROCESS?

PINS starts with the City of Sunnyvale. The City logs into PINS and emails a request for insurance to their Vendor/Contractor. The Vendor/Contractor forwards the request email to their Insurance Agent(s). The Insurance Agent(s) logs into www.PINSAdvantage.com and completes the insurance certificate online.

***Note:**

Vendors/Contractors will receive the insurance request email from: no-reply@pinsadvantage.com

Thank you for your compliance!

[SAMPLE INSURANCE REQUEST EMAIL]

To: [Vendor/Contractor Company Name]

The City of Sunnyvale is requesting proof of insurance for [Contract/Agreement]. Please be advised we have automated our insurance certificate tracking using PINS Advantage. Your agent(s) will need to provide us with the insurance certificate and any associated documentation through the following website: <https://www.pinsadvantage.com/>

Please forward this email to any Agent handling your Insurance.

Please follow the instructions below:

- Login to PinsAdvantage.com
- Register as new Agent
- Enter this Job Code: XXXXX#X##Xx#
- Complete Agent Registration
- Log in using User Name and Password
- Click add Certificate
- Enter this Job Code: XXXXX#X##Xx#
- Complete sections of the Certificate applicable to your Agency, and include the required Endorsements

Thank you,
City of Sunnyvale
emailaddress@sunnyvale.ca.gov
(###) ###-####

Disclaimer: This email was generated through PINS Advantage.



SAN JOSE CONSERVATION CORPS +CHARTER SCHOOL

Board Officers

President

Sandra Murillo

Retired - COO

Housing Trust Silicon Valley

Vice President

Liz Hunt

Asian Americans for Community
Involvement

Treasurer

Leslie Brown

Manager Customer Care
Peninsula Clean Energy

Past President

Hamid Saadat

Founder & Chairman
CSIX Connect

Board Members

Mahmood A. Khan

President - G-ESI

Steve Lopes

President
Western States Oil Company

John Medina

Project Superintendent
Devcon Construction

Jim Stoch

Independent Consultant

Ramon Zaragoza

Sr. Mechanical Engineer
Applied Materials

Chris Cruz

Park Management Program
Director
West Valley College

Brenda Burks-Herrmann

Retired – District Director
California Conservation Corps

Bedriye Usta

Director, PWC

Dorsey Moore

Executive Director/CEO

June 1, 2020

Mary Lindemuth

Environmental Programs Specialist II

Zero Waste Commercial Program

Environmental Services Department

City of Sunnyvale

PO Box 3707

Sunnyvale, CA 94088-3707

RE: Bid for Glass Collection

Dear Ms. Lindemuth,

In regards to your Request for Quotations for Glass Collection for City of Sunnyvale businesses, we are delighted to submit a bid from the San Jose Conservation Corps with the following financial information:

Fiscal Year 2020-2021							
	Hours	\$ Per Hour	\$ Per Day	Days / Week	\$ Per Week	Weeks / Year	Total
Corpsmember	8	\$ 37.06	\$ 296.48	3	\$ 889.44	52	\$ 46,250.88
Supervisor	8	\$ 46.87	\$ 374.96	3	\$ 1,124.88	52	\$ 58,493.76
						Total	\$ 104,744.64
Fiscal Year 2021-2022							
	Hours	\$ Per Hour	\$ Per Day	Days / Week	\$ Per Week	Weeks / Year	Total
Corpsmember	8	\$ 40.40	\$ 323.20	3	\$ 969.60	52	\$ 50,419.20
Supervisor	8	\$ 51.09	\$ 408.72	3	\$ 1,226.16	52	\$ 63,760.32
						Total	\$ 114,179.52
Fiscal Year 2022-2023							
	Hours	\$ Per Hour	\$ Per Day	Days / Week	\$ Per Week	Weeks / Year	Total
Corpsmember	8	\$ 44.04	\$ 352.32	3	\$ 1,056.96	52	\$ 54,961.92
Supervisor	8	\$ 55.69	\$ 445.52	3	\$ 1,336.56	52	\$ 69,501.12
						Total	\$ 124,463.04
						Three-Year Total	\$ 343,387.20

The San Jose Conservation Corps and Charter School has proudly operated this specialized collection service on behalf of the City of Sunnyvale for several years. We remain committed to providing each of our clients with reliable collection service and individualized outreach to improve recycling rates, and are enthusiastic about the prospect of continuing this critical partnership.



CHANGING LIVES
EDUCATING THE WORKFORCE FOR THE FUTURE

San Jose Conservation Corps + Charter School
1560 Berger Drive, San Jose, CA 95112 Main Phone: 408-283-7171
www.sjcccs.org 501(c)(3) Federal Tax ID: 77-0155997



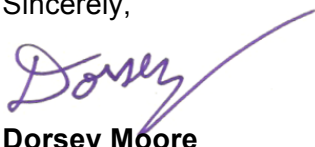
Our services for the City of Sunnyvale businesses have included (1) collecting glass and related recyclable materials from Sunnyvale businesses, (2) transporting materials to the SMaRT Station, (3) maintaining direct communication with clients; (4) providing regular feedback and outreach to improve recycling rates and decrease contamination, (5) dissemination of public education materials developed by the City, and (6) collection of data and development of monthly reports. We are committed to continuing this work.

As a job training program, we are also committed to continuously exhibiting best management practices, including developing efficient routes, supporting the maintenance of clean setout areas, and complying with all applicable laws and regulations. We operate an active and responsible motor carrier program, registered with the DMV and California Highway Patrol.

At your convenience, we can provide all necessary proof of insurance, including vehicle insurance, workers comp and City held harmless.

Thank you for your kind consideration of our proposal. Please do not hesitate to contact me or my team at any time should you require any addition information.

Sincerely,



Dorsey Moore

Executive Director/CEO, San Jose Conservation Corps + Charter School
408-439-6653; dmoore@sjcccs.org