



**CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
URBAN CORPS OF SAN DIEGO COUNTY
FOR BRUSH AND WEED ABATEMENT PROJECTS**

CONTRACT

This Contract is entered into by and between the City of San Diego, a municipal corporation (City), and Urban Corps of San Diego County (Contractor).

RECITALS

City needs brush and weed abatement services as further described in the Scope of Services (Services), attached hereto as Exhibit A.

Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

City and Contractor (collectively, the Parties) wish to enter into an agreement whereby City will retain Contractor to provide the Services.

Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Contract is exempt from competitive bidding requirements because this Contract furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Services. Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

1.2 Contract Administrator. The Transportation & Storm Water Department (Department) is the Contract Administrator for this Contract. The Contract Administrator's contact information is as follows:

Juan Aguirre
2781 Caminito Chollas, San Diego CA 92105 Mail Station 44
(619) 527-8050
JGAguirre@sandiego.gov

1.3 General Contract Terms and Provisions. This Contract incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 Submittals Required with the Contract. Contractor is required to submit all forms and information listed in Exhibit C before this Contract is executed.

ARTICLE II DURATION OF CONTRACT

2.1 Contract Term. This Contract shall be for a period of five (5) year beginning December 16, 2019 through December 15, 2024. City may, in its sole discretion, extend this Contract for 0 additional 1 year period(s). Unless otherwise terminated, this Contract shall be effective until completion of Services or December 15, 2024 whichever is the earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Contractor for performance of all Services rendered in accordance with this Contract, including reasonably related expenses, in an amount not to exceed \$2,000,000.

3.2 Annual Appropriation of Funds. Contractor acknowledges that the Contract Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

ARTICLE IV WAGE REQUIREMENTS

By signing this Contract, Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

4.1 Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

4.1.1 Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. This Contract and the aforementioned exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

5.2 Counterparts. This Contract may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

By: _____

Date

CITY OF SAN DIEGO

By: _____

Director, Purchasing & Contracting

Date

Approved as to form this 21st day of January, 2020.

MARA W. ELLIOTT, City Attorney

BY: _____

Deputy City Attorney

Cassandra Mouglin