PUBLIC SERVICE AGREEMENT
FEEDING AMERICA
RIVERSIDE AND SAN BERNARDINO COUNTIES

THIS PUBLIC SERVICE AGREEMENT ("Agreement") is made and entered into this 7th day of March, 2023 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and FEEDING AMERICA RIVERSIDE AND SAN BERNARDINO COUNTIES, a California non-profit corporation ("Volunteer" or "FARSB").

1. **Description of Services**. City agrees to allow and Volunteer agrees to provide the services more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, along Victoria Avenue Right-of-Way, Riverside, California ("Property") specifically, the Victoria Avenue north/easterly parkway between Mary Street and Washington Street. Volunteer understands that it will not receive any compensation for such services and that its employees, agents, or any of its members or volunteer group coordinators are not considered City employees for any purpose nor are they entitled to any compensation or any other employee benefits. Volunteer's employees, agents, or any of its members or volunteer group coordinators shall sign a release form attached hereto and incorporated herein by reference as Exhibit "B."

2. **Term**. This Agreement will be effective on the date first written above and shall remain in effect for five (5) years from the Effective Date of this Agreement, unless otherwise terminated pursuant to the provisions herein.

2.1. Termination. Notwithstanding the above, either party may terminate the agreement with ninety (90) days' written notice, unless otherwise terminated pursuant to the provisions herein party or immediately by the City if it is determined that Volunteer's actions are unsafe or a liability to the City.

3. **Condition of Property**. During the term of this agreement, Volunteer is to avoid damaging or contaminating the Property, including any existing trees, landscaping or plants, and shall take all reasonable steps to maintain the property in an orderly and appealing manner.

4. **Access to the Property**. Volunteer shall make every reasonable effort to keep access to the Property open at all times and shall not interfere with City's activities in any way.

5. **Indemnification**. Volunteer shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents, and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Volunteer, its officers, employees, contractors, agents or including but not limited to property damage, bodily injury, or death. Volunteer shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents, and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Volunteer, Volunteer shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or

circumscribes Volunteer's indemnification of City. Volunteer's obligations hereunder shall be satisfied when Volunteer has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Volunteer's obligations to indemnify and hold harmless the City.

6. **Workers' Compensation Insurance**. As applicable, by executing this Agreement, Volunteer certifies that it is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Volunteer shall carry the insurance or provide for self-insurance required by California law to protect City from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Volunteer shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that they are self-insured for such coverage; or (2) a certified statement that they have no employees, and acknowledging that if they do employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

7. **General Commercial Liability Insurance**. Prior to City's execution of this Agreement, Volunteer shall obtain, and thereafter maintain during the term of this Agreement, such commercial general liability insurance to insure Volunteer against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by Volunteer or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Volunteer. All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California. Volunteer's commercial general liability policy shall cover both bodily injury (including death) and property damage (included but not limited to premises-operations liability, independent Volunteers liability, personal injury liability and contractual liability), in an amount not less than $2,000,000 per-occurrence limit/$4,000,000 aggregate. These minimum amounts of coverage shall not constitute any limitation or cap on Volunteer's indemnification obligations under Section 5 hereof.

OTHER INSURANCE PROVISIONS:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Waiver of Subrogation**- Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

3. The policies shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to the City by certified or registered mail. City, its agents, officers, and employees make no representation that the limits of the insurance, specified to be carried, by Volunteer, pursuant to this Agreement are adequate to protect the Volunteer. If Volunteer believes that any required insurance coverage is inadequate, Volunteer will obtain additional insurance coverage as Volunteer deems adequate, at Volunteer's sole expense.

Any insurance policy or coverage provided by Volunteer as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

The City, its officers, employees, and agents make no representation that the types or limits of insurance specified to be carried by Volunteer pursuant to this Agreement are adequate to protect Volunteer. If Volunteer believes that any required insurance coverage is inadequate, Volunteer will obtain such additional insurance coverage as Volunteer deems adequate, at Volunteer's sole expense.

8. **Venue**. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law proving for a change of venue in such proceedings to any other county.

9. **Notices**. Service of any notices shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows.

City	**Volunteer**
City of Riverside 3900 Main Street Riverside, CA 92522 Attn: Public Works Director	Feeding America Riverside and San Bernardino Counties 2950-A Jefferson Street Riverside, CA 92504 Attn: Angela Jugon

10. **Assignment**. It is mutually understood and agreed that this Agreement is personal to Volunteer and shall be binding upon Volunteer and its successors and may not be assigned or transferred in any way. Any transfer shall be void and of no effect.

11. **Prevailing Wage**. If applicable, Volunteer and all subs are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

12. **Business Tax**. Volunteer is a non-profit corporation and is exempt under Chapter 5.04 of the Riverside Municipal Code from the requirement to purchase and maintain a Riverside tax certificate.

13. **Nondiscrimination**. During Volunteer's performance of this Agreement, Volunteer shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subs and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Volunteer agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

15. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Volunteer each represent and warrant that they have the legal power, right and actual authority to bind Volunteer to the terms and conditions hereof and thereof.

16. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

17. **Interpretation**. City and Volunteer acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

17.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

17.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

17.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

18. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

"A" – Scope of Services
"B" – Release

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Volunteer have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By:_____
City Manager

ATTESTED TO:

By:_____
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:_____
Chief Financial Officer

APPROVED AS TO FORM:

By:_____
Assistant City Attorney

FEEDING AMERICA RIVERSIDE AND SAN BERNARDINO COUNTIES, a California non-profit corporation

By: Carolyn Solar
Print Name: Carolyn Solar
Title: Chief Executive Officer

and

By:_____
Print Name: James Frame
Title: Board Vice Chair

EXHIBIT "A"

SCOPE OF SERVICES

FARSB agrees to harvest the oranges on Victoria Avenue's north/westerly parkway between Mary Street and Washington Street during the optimal harvesting time that is typically between the months of December and March (this may vary depending on weather conditions).

- Additional Scope of Services FARSB shall be responsible to not damage the trees, irrigation, or surrounding area, and will not use any mechanical equipment within the groves.
- FARSB shall clean up all debris and material upon completion of services.
- FARSB shall be responsible for harvesting done by their volunteers and/or personnel.
- FARSB is required to provide all tools and packing equipment necessary to complete the gleaning process.

No physical labor or equipment assistance will be provided by the City.

Gless Ranch, Inc. will continue to maintain the grove as pursuant to the Second Amendment to Crop Maintenance Agreement.

A Waiver Form (Exhibit B) is required for all FARSB volunteers or personnel prior to the start of volunteer services and signed copies of the Waiver Form must be provided to City at the following:

Dept: Public Works Department
Attention: Urban Forestry and Landscape Division
Address: 8095 Lincoln Avenue, Riverside CA 92504

EXHIBIT "B"

VOLUNTEER'S AGREEMENT TO RELEASE ALL LIABILITY

DATE: _____ **NAME OF PROJECT:** _____ **GROUP:** _____

VOLUNTEER NAME(s): _____ **AGE:** _____

ADDRESS: _____ **CITY** _____, **CA. ZIP CODE** _____

PHONE: _____ **EMAIL:** _____

BY SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR RIGHT TO SUE

I understand that I am in no way required to participate and that my participation is voluntary in this volunteer project. I understand that I must sign this release of liability if I would like to participate in a volunteer project. I understand that the **City of Riverside and Feeding America Riverside and San Bernardino Counties (FARSB)** are permitted by law to require me to sign this release of liability before permitting me to participate in this volunteer project. I understand that I am agreeing to forever release from liability and hold harmless the **City of Riverside and FARSB** and their employees, officers, managers, agents, and council members and further agree to give up my right to sue them for any and all property damage, personal injury or wrongful death resulting from their negligence, my own negligence, or the negligence of others. My signature on this document will also prevent my heirs, assigns, representatives, legal guardians, or any person who may sue on my behalf, from suing as well. I understand that by participating in this activity, there are risks of physical injury to my person or property, as well as risks due to the negligent conduct of the City and its employees, myself, or others, involved with the volunteer project. By voluntarily participating in the volunteer project, I understand the risks of injury to my person and property and am assuming the risk of such. By signing below, I acknowledge and declare that I understand the legal consequences of this release.

SIGNATURE OF PARTICIPANT: _____ **Date:** _____

PHOTO RELEASE

I hereby give my permission to the City of Riverside and Victoria Avenue Forever to photograph me / to photograph my child/children. **I _____, hereby grant the City of Riverside and FARSB** an irrevocable right and permission, in connection with the photographs/videos taken of me and my child, or in which I or my child may be included with others for use in any manner consistent with the law. I also grant the **City of Riverside and FARSB** all legal rights associated with the use or reuse of said photographs, in whole or in part, either by themselves or in conjunction with other photographs in any medium and for any purposes whatsoever, including all promotional and advertising uses as well as, using my name in connection therewith if it is so desired, without compensation. I understand that all photographs taken by the **City of Riverside and FARSB,** or their employees, agents or assigns, become the sole property of the **City of Riverside and FARSB**. I hereby release and discharge **the City of Riverside and FARSB,** its assigns, licensees, and legal representatives from any and all claims, actions and demands arising out of, or in connection with, the use of said photographs including without limitations, any and all claims for invasion of privacy and libel. I have read the above authorization, release and agreement prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns. I understand that the photographs may be published **by FARSB's** print publications and /or used in promotional displays. The photographs may be used on websites, but no minor's name will be published on the internet. I understand that I will not be compensated for the use of the photographs and also hereby voluntarily waive, release, and relinquish any right to be compensated for the use of the photograph. Please be advised that all participants involved in any programs and/or events are subject to being photographed.

SIGNATURE OF PARTICIPANT: _____ **Date:** _____

Parent/Guardian: I declare under penalty of perjury that I am the parent/guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms [if participant is a minor].

Print Name of Parent/Legal Guardian: _____ Relation: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____

PROJECT INSTRUCTIONS & SAFETY REQUIREMENTS

GENERAL PROCEDURES:

- Complete the *Volunteer's Agreement to Release All Liability* Form.
- Persons 12 -17 years of age and younger must be accompanied by a parent or guardian Persons 12 years and under are not permitted
- No open-toed shoes, or flip flops
- Volunteers should wear gloves and safety vests
- Stay in open areas and use the buddy system
- Work in small groups
- Stay alert at all times
- Stay away from traffic, motorists, and construction zones
- Remember, tools are not toys
- Do not pick up broken bottles or sharp objects – use a trash grabber
- Do not touch anything that may be toxic or hazardous
- Note the location of an unsafe item and report it to a team leader or VAF
- **NEVER** let others go off alone

LITTER CLEANUP TIPS:

- Keep trash bags at 20lbs.
- Do not drag trash bags, pick them up
- Double tie all trash bags
- Bags are to be piled at major street corners or designated location

BULKY ITEM HANDLING:

- Be cautious of bulky items
- **Gently** kick the item to make sure animals aren't underneath or around it
- Place bulky items next to the trash bags
- Flatten tumbleweeds and palm fronds, and place them under trash bags

ANIMAL CARE:

- If an animal poses a threat, or you find a dead animal, do not touch it
- Call the Dept. of Animal Services: **951-358-7387**

GRAFFITI:

- Report Graffiti by calling the City of Riverside at **3-1-1**

PERSONAL HEALTH:

- If you have health issues (such as respiratory problems, or diabetes), notify your team leader
- Bring any necessary medication with you
- Do not overwork yourself
- Stay hydrated
- First aid is located at VAF Staging area
- For medical emergency, dial **9-1-1** and notify VAF staff immediately.

EMERGENCY CONTACT INFORMATION

NAME OF CONTACT PERSON:_____ **PHONE NUMBER:**_____

I have read the foregoing instructions and agree to comply with them in order to participate in this

Victoria Avenue Forever Project

NAME	**SIGNATURE**	**DATE**

Revised 1/27/23