

**AGREEMENT NO. 13-072 (14)**

**AMENDMENT NO. FOURTEEN (14) TO  
AGREEMENT NO. 13-072**

This **AMENDMENT NO. FOURTEEN (14) TO AGREEMENT NO. 13-072** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **THE OPEN DOOR NETWORK** ("CONTRACTOR" herein).

**R E C I T A L S**

**WHEREAS**, on May 1, 2013, the CITY and BHC entered into Agreement No. 13-072 in an amount not to exceed \$561,000, wherein BHC, using its own trained labor force, shall manually gather, bag, and pile litter from alongside designated roadways and other designated areas using up to three crews of five (5) people each and one (1) working supervisor and up to one (1) crew of three (3) people each and one (1) working supervisor from BHC on a schedule as determined by CITY; and

**WHEREAS**, on April 16, 2014, the CITY and BHC entered into Agreement No. 13-072 (1) whereby the contract total compensation amount was increased to an amount not to exceed \$690,640 with a termination date of June 30, 2015; and

**WHEREAS**, on May 21<sup>st</sup>, 2014, the CITY and BHC entered into Agreement No. 13-072(2) whereby the contract total compensation amount was increased to an amount not to exceed \$840,640 with a termination date of June 30<sup>th</sup>, 2015; and

**WHEREAS**, on June 24<sup>th</sup>, 2015, the CITY and BHC entered into Agreement No. 13-072(3) whereby the contract total compensation amount was increased to an amount not to exceed \$1,402,228 with a termination date of June 30<sup>th</sup>, 2016; and

**WHEREAS**, on June 08, 2016, the CITY and BHC entered into Agreement No. 13-072(4) whereby the contract total compensation amount was increased to an amount not to exceed \$1,963,816 with a termination date of June 30<sup>th</sup>, 2017; and

**WHEREAS**, on June 07, 2017, the CITY and BHC entered into Agreement No. 13-072(5) whereby the contract total compensation amount was increased to to an amount not to exceed \$2,525,404 with a termination date of June 30<sup>th</sup>, 2018; and

**WHEREAS**, on June 06, 2018, the CITY and BHC entered into Agreement No. 13-072(6) whereby the contract total compensation amount was increased to an amount not to exceed \$3,117,044 with a termination date of June 30<sup>th</sup>, 2019; and

**WHEREAS**, on June 28, 2019, the CITY and BHC entered into Agreement No. 13-072(7) whereby the contract total compensation amount was increased to an amount not to exceed \$3,661,684 with the termination date of June 30, 2020; and

**WHEREAS**, on June 24, 2020, the CITY and BHC entered into Agreement No. 13-072(8) whereby the contract total compensation amount was increased to an amount not to exceed \$4,157,324 with the termination date of June 24, 2021; and

**WHEREAS**, on March 17, 2021, CITY and BHC entered into Agreement No. 13-072 (9) to increase compensation by Fifty Thousand Dollars (\$50,000) for a total compensation not to exceed Four Million Two Hundred and Seven Thousand Three Hundred Twenty-Four Dollars (\$4,207,324) and to add a 4<sup>th</sup> crew; and

**WHEREAS**, on June 2, 2021, CITY and BHC entered into Agreement No. 13-072 (10) to increase compensation by Nine Hundred Fifty Thousand Six Hundred Forty (\$957,640) for a total compensation not to exceed Five Million One Hundred Sixty-Four Thousand Nine Hundred and Sixty-Four Dollars (\$5,164,964) to add an additional 5<sup>th</sup> crew and extend the term of the agreement to June 30, 2022; and

**WHEREAS**, on June 15, 2022, CITY and BHC entered into Agreement No. 13-072 (11) merging into its sister agency, Alliance Against Family Violence and Sexual Assault, forming a new entity known as The Open Door Network, and increased the compensation for a total compensation not to exceed Five Million One Hundred Sixty-Four Thousand Nine Hundred and Sixty-Four Dollars (\$5,164,964), and extended the term of the agreement to June 30, 2023; and

**WHEREAS**, on October 5, 2022, CITY and The Open Door Network amended Agreement No. 13-072 to increase compensation by Three Hundred and Thirty Thousand Dollars (\$330,000) for a total compensation not to exceed Six Million Forty-Five Thousand Six Hundred and Four Dollars (\$6,045,604) to continue highway litter removal services; and

**WHEREAS**, on December 14, 2022, CITY and The Open Door Network amended Agreement No. 13-072 to change the compensation rate starting January 1, 2023 from \$26.47 per hour to \$26.97 per hour, due to the increase in California minimum wage; and

**WHEREAS**, CITY and CONTRACTOR desire to amend Agreement No. 13-072 to increase compensation by Eight Hundred Seven Thousand Six Hundred Forty Dollars (\$807,640) for a total compensation not to exceed Six Million Eight Hundred Fifty-Three Thousand Two Hundred Forty-Four Dollars (\$6,853,244) and extend the Term of the Agreement to June 30, 2024 to continue highway litter removal services.



**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and The Open Door Network mutually agree to amend Agreement as follows:

1. Section No. 2 of Agreement No. 13-072, entitled "**COMPENSATION**" is hereby amended to read as follows:

**2. COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall be payable in accordance with section 3. "Payment Procedure" as stated below but in no event shall exceed Six Million Eight Hundred Fifty-Three Thousand Two Hundred Forty-Four Dollars (\$6,853,244) for the life of the contract.

**2.1** The compensation set forth in this section shall be the total compensation under the Agreement including, but not limited to all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. Compensation shall be made in a per crew basis, but crew sizes may vary. The fee for service will remain based on a **\$26.97** per hour rate per person through June 30, 2024. Calculating the hourly rate based on starting at the time the crew leaves their facility to the time the crew returns to their facility and does not include a 30-minute lunch break. Weekly safety training is included as part of the payment period.

2. Section No. 9 of Agreement No. 13-072, entitled "**TERM**" is hereby amended to read as follows:

**9. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall expire on June 30, 2024.


3. Except as amended herein, all other provisions of Agreement No. 13-072, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 14 to Agreement No. 13-072 to be executed the day and year first above written.

"CITY"  
**CITY OF BAKERSFIELD**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

"CONTRACTOR"  
**THE OPEN DOOR NETWORK**

By:   
Print Name: Lauren Skidmore  
Title: Chief Executive Officer

[Additional signatures on next page]

APPROVED AS TO CONTENT:  
**PUBLIC WORKS DEPARTMENT**

By: \_\_\_\_\_  
**GREGG STRAKALUSE**  
Public Works Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA H. RUDNICK**  
Deputy City Attorney II

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director



THEOPEN01C

TRAMIREZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D44424 INSURICA / Walter Mortensen Insurance 8500 Stockdale Highway, Suite 200 Bakersfield, CA 93311	CONTACT NAME: <b>Tori Ramirez, CIC, CISR</b>	
	PHONE (A/C, No, Ext): <b>(661) 316-5195</b> FAX (A/C, No): <b>(661) 281-4992</b>	
	E-MAIL ADDRESS: <b>Tori.Ramirez@INSURICA.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Philadelphia Indemnity Insurance Company</b>	<b>18058</b>
INSURED  <b>The Open Door Network 1921 19th St. Bakersfield, CA 93301</b>	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2493815	12/1/2022	7/1/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2493815	12/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			PHUB842583	12/1/2022	7/1/2023	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Bakersfield, it's Mayer, Council, Agents, and Employees are an Additional Insured and a Waiver of Subrogation applies with respect to the general liability coverage if required or agreed to in a written contract subject to all provisions and limitations of the policy. The general liability coverage is primary and non-contributory.

## CERTIFICATE HOLDER

## CANCELLATION

City of Bakersfield Office of Risk Management 1600 Truxtun Ave Bakersfield, CA 93309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF WORKERS' COMPENSATION COVERAGE

DATE  
Dec 29, 2022

## PRODUCER

NonProfits' United Workers' Compensation Group  
610 Fulton Avenue, Suite 200  
Sacramento, CA 95825

Phone: (916) 868-6231  
Fax: (916) 880-5251

Arthur J. Gallagher & Co Insurance Brokers of California, Inc  
1255 Battery Street #450  
San Francisco, CA 94111

**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

## INSURERS AFFORDING COVERAGE

## INSURED

The Open Door Network  
1921 19th Street  
Bakersfield, CA 93301

INSURER A: NonProfits' United Workers' Compensation Group

INSURER B: Safety National Casualty Corp [NAIC#15105]

INSURER C:

INSURER D:

INSURER E:

**COVERAGES** This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE AFFILIATE MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	CLAIMS MADE OCCUR				MED EXPENSE (Any one person)	\$
	GENERAL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$
	POLICY PROJECT LOC				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	NPU-WCG 001-2023	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 750,000
					E.L. DISEASE - EA EMPLOYEE	\$ 750,000
					E.L. DISEASE - COVERAGE LIMIT	\$ 750,000
B	OTHER					
	XSWC	SP4067530	1/1/2023	1/1/2024	XS of \$750,000 XS of \$750,000	\$2,000,000 (EL) Statutory (WC)

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Waiver in favor of City of Bakersfield

## CERTIFICATE HOLDER

City of Bakersfield  
1600 Truxtun Avenue  
Bakersfield, CA 93301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

*Jeffrey L. Smith*



**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE  
PLEASE READ IT CAREFULLY  
WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US**

**NonProfits' United Workers' Compensation Group  
Memorandum of Coverage: NPU-WCG 001-2022**

This endorsement modifies the coverage provided under the following:

Memorandum of Coverage: PART ONE: WORKERS' COMPENSATION

COVERAGE Paragraph H. RECOVERY FROM OTHERS is amended with respect to the following: Name and Address of Person or Organization:

*City of Bakersfield  
1600 Truxtun Avenue, Suite 300  
Bakersfield, CA 93301*

**DESCRIPTION OF OPERATIONS/LOCATIONS ADDED BY ENDORSEMENT:**

*-The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers.*

NPU-WCG waives any right of recovery it may have against the person or organization shown above because of payments made by NPU-WCG for injury or damage arising out of the Members' operations done under a contract with that person or organization shown above and included in the coverage provided by the Memorandum of Coverage. This waiver applies only to the person or organization shown on the Schedule Above.

**This endorsement is part of the Memorandum of Coverage and is effective on the date shown below.  
All other terms and conditions remain unchanged.**

**Effective Date:** January 1, 2023 **Expiration Date:** January 1, 2024

**Member:** The Open Door Network

**Endorsement No:** NPUWCG-BAKERHC-067 **Date Issued:** Dec 28, 2022

A handwritten signature in cursive script, appearing to read "Jeffrey L. Smith".