

# Attachment B

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**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF  
MONTEREY COUNTY  
STANDARD AGREEMENT**

This **Agreement** is made by and between the Successor Agency to the Redevelopment Agency of Monterey County, (“Successor Agency”) and Disaster Kleenup Specialists, Inc., a California Corporation (“CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION**

The Successor Agency hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

On-call and emergency services at buildings located in the East Garrison Historic Arts District to include, but not limited to, graffiti and vandalism cleanup, emergency board up and other services as needed.

**2.0 PAYMENT PROVISIONS**

Successor Agency shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by The Successor Agency to CONTRACTOR under this Agreement shall not exceed the sum of \$25,000.

**3.0 TERM OF AGREEMENT**

3.01 The term of this Agreement is from upon execution to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both the CONTRACTOR and the Successor Agency with the Successor Agency signing last, and **CONTRACTOR may not commence work before the Successor Agency signs this Agreement.**

3.02 The Successor Agency reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with thirty (30) day written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A – Scope of Services/Payment Provisions**

**5.0 PERFORMANCE STANDARDS**

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the Successor Agency or the County or immediate family of an employee of the Successor Agency or the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use the Successor Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6.0 PAYMENT CONDITIONS**

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The Successor Agency does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the Successor Agency and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The Successor Agency shall certify the invoice, either in the requested amount or in such other amount as the Successor Agency approves in conformity with this Agreement and shall promptly submit such invoice to the Successor Agency/County Auditor-Controller for payment. The Successor Agency/County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

## **7.0 TERMINATION**

7.01 During the term of this Agreement, the Successor Agency may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The Successor Agency may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If the Successor Agency terminates this Agreement for good cause, the Successor Agency may be relieved of the payment of any consideration to CONTRACTOR, and the Successor Agency may proceed with the work in any manner, which the Successor Agency deems proper. The cost to the Successor Agency shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The Successor Agency's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the Successor Agency's purchase of the indicated quantity of services, then the Successor Agency may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Successor Agency may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## **8.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the Successor Agency and County, its officers, agents and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Successor Agency and County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Successor Agency's/County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Successor Agency has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Successor Agency's/County's Purchasing Agent.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Successor Agency approval.)*

**Auto Liability Coverage:** Must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Successor Agency approval.)*

**Workers' Compensation Insurance:** If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Successor Agency approval.)*

**Professional Liability Insurance:** If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the Successor Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

- 9.04 **Other Requirements:** All insurance required by this Agreement shall be with a company acceptable to the Successor Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Successor Agency shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage

for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate or insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:** The Successor Agency and County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy 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 shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

**Primary Coverage:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Successor Agency and the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Successor Agency and the County, its officers, officials, employees, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation:** CONTRACTOR hereby grants to the Successor Agency and the County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the Successor Agency or County by virtue of the payment of any loss under such insurance. 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 Successor Agency has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the Successor Agency, CONTRACTOR shall file certificates of insurance with the Successor Agency's contract administrator and the Successor Agency's/County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made to any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Successor Agency, annual certificates to the Successor Agency's Contract Administrator and the Successor Agency's/County's Contracts/Purchasing Division. If the certificate is not received by

the expiration date, the Successor Agency shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the Successor Agency, at its sole discretion, to terminate this Agreement immediately.

## 10.0 **RECORDS AND CONFIDENTIALITY**

- 10.01 **Confidentiality**: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for this confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the Successor Agency or prepared in connection with the performance of this Agreement, unless the Successor Agency specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the Successor Agency any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **Successor Agency Records**: When this Agreement expires or terminates, CONTRACTOR shall return to the Successor Agency any Successor Agency records which CONTRACTOR used or received from the Successor Agency to perform services under this Agreement.
- 10.03 **Maintenance of Records**: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and Successor Agency rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three (3) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records**: The Successor Agency shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the Successor Agency or as part of any audit of the Successor Agency.
- 10.05 **Royalties and Inventions**: The Successor Agency shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of the Successor Agency.

**11.0 NON-DISCRIMINATION**

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated to this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS**

If this Agreement has been or will be funded with monies received by the Successor Agency pursuant to a contract with the state or federal government in which the Successor Agency is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a party of this Agreement, as though fully set forth herein. Upon request, the Successor Agency will deliver a copy of said contract to the CONTRACTOR, at no cost to CONTRACTOR.

**13.0 COMPLIANCE WITH APPLICABLE LAWS**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, HIPPA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to the Successor Agency's/County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14.0 INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the Successor Agency. No offer or obligation of permanent employment with the Successor

Agency or the County or Successor Agency department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the Successor Agency or the County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the Successor Agency/County harmless from any and all liability which the Successor Agency/County may incur because of CONTRACTOR’s failure to pay such taxes.

**15.0 NOTICES**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the Successor Agency and CONTRACTOR’s contract administrators at the addresses listed below:

<b>FOR SUCCESSOR AGENCY:</b>	<b>FOR CONTRACTOR:</b>
<hr/> Kathy Nielsen, Management Analyst II Name and Title	<hr/> Jesse Lizama, Sr. Project Manager Name and Title
<hr/> 1441 Schilling Place, South 2 <sup>nd</sup> Floor Salinas, CA 93901 Address	<hr/> 567 Ortiz Avenue Sand City, CA 93955 Address
(831) 755-4832 <a href="mailto:194-HCD-Contracts@countyofmonterey.gov">194-HCD-Contracts@countyofmonterey.gov</a> Phone / Email	(831) 216-7936 <a href="mailto:jess@disasterhappens.biz">jess@disasterhappens.biz</a> Phone / Email

**16.0 MISCELLANEOUS PROVISIONS**

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the Successor Agency and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the Successor Agency and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

*Revised 07/09/24*

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Agreement ID: Standard Agreement (SARDA)  
Disaster Kleenup Specialists  
East Garrison Historic Arts District  
Housing & Community Development  
Term: Upon Execution to June 30, 2025  
Not to Exceed: \$25,000

- 16.04 **Contractor**: The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes**: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting**: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the Successor Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the Successor Agency. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns**: This Agreement and the rights, privileges, duties, and obligations of the Successor Agency and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings**: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence**: Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law**: This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement**: This Agreement is non-exclusive, and both the Successor Agency and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement**: The Successor Agency and CONTRACTOR agree that each party has fully participated in the review and revisions of this Agreement and that any rule of construction to the effect that ambiguities are to be revolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority**: Any individual executing this Agreement on behalf of the Successor Agency or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

- 16.15 **Integration**: This Agreement, including the exhibits, represent the entire Agreement between the Successor Agency and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Successor Agency and the CONTRACTOR as of the effective date of this Agreement, which is the date that the Successor Agency signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions**: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions or any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES**

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 et seq.; California Government Code section 16.5; and, California Civil Code section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 **Counterparts**: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 **Form: Delivery by E-Mail or Facsimile**: Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other part in person.

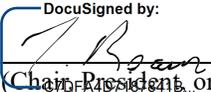
\*\*\*\*THIS SECTION LEFT BLANK INTENTIONALLY\*\*\*\*

IN WITNESS WHEREOF, the Successor Agency and CONTRACTOR have executed this Agreement as of the day and year written below.

**SUCCESSOR AGENCY**

**DISASTER KLEENUP SPECIALISTS, INC.**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
(Chair, President, or Vice President)

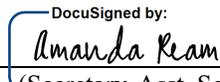
Date: \_\_\_\_\_

\_\_\_\_\_  
Terry Ream, Vice President  
Name and Title

By: N/A  
\_\_\_\_\_  
Craig W. Spencer, Director

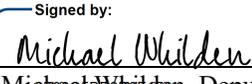
Date: 8/13/2024

Date: \_\_\_\_\_

By:   
\_\_\_\_\_  
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

**Approved as to Form**  
**Office of the County Counsel**  
**Susan K. Blicht, County Counsel**

\_\_\_\_\_  
Amanda Ream, Secretary  
Name and Title

By:   
\_\_\_\_\_  
Michael Whilden, Deputy County Counsel

Date: 8/15/2024

Date: 8/19/2024

**Approved as to Fiscal Provisions**

By:   
\_\_\_\_\_  
4E7E657875454A Auditor/Controller

Date: 8/19/2024

**Approved as to Liability Provisions**

By: N/A  
\_\_\_\_\_  
David Bolton, Risk Manager

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_ approved on \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required.

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.

**EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**

**To Agreement by and between  
Successor Agency to the Redevelopment Agency of Monterey County,  
hereinafter referred to as “County”**

**and**

**Disaster Kleenup Specialists, hereinafter referred to as “CONTRACTOR”**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide on-call and emergency services and staff, and otherwise do all things necessary for or incidental to the performance of work at the East Garrison Historic Arts District to include, but not be limited to, the services described below:

- Graffiti & Vandalism Cleanup
- Rodent cleanup and waste removal
- Property restoration
- Storm damage
- Fire cleanup
- Emergency board up and lock replacement
- Water extraction and mitigation
- Asbestos abatement/cleanup
- Lead paint abatement
- Hazmat cleanup, hazardous waste hauling
- Additional services as needed

Individual jobs will be quoted and approved by the County prior to the commencement of work.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$25,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Bid Schedule through July 31, 2026**

<b>Item</b>	<b>Hourly Labor Rates</b>	<b>Unit</b>	<b>No. of Hours</b>	<b>Hourly Price Rate</b>
1	Project Manager	Hr	1	\$ 105.00
2	Superintendent	Hr	1	\$ 95.00
3	Mitigation Technician	Hr	1	\$ 137.50
4	Fire Technician	Hr	1	\$ 137.50
5	Environmental Technician	Hr	1	\$ 145.00
6	Bio/Trauma Technician	Hr	1	\$ 205.00

**EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**

<b>Item</b>	<b>Hourly Labor Rates</b>	<b>Unit</b>	<b>No. of Hours</b>	<b>Hourly Price Rate</b>
	<b>Equipment Schedule/Misc. Charges</b>			
7	Air Mover	Day		\$ 27.00
8	Multiport Adapter cavity drying	Day		\$ 141.00
9	Axial Fan	Day		\$ 30.91
10	Dehumidifier 70 pints AHAM	Day		\$ 75.00
11	Dehumidifier 130 pints AHAM	Day		\$ 103.53
12	Electric Heat Dryer 31,000 BTU	Day		\$ 302.00
13	Negative Air Machine 500 CFM	Day		\$ 75.23
14	Negative Air Machine 2000 CFM	Day		\$ 105.50
15	Emergency Mobilization - Normal Hours	Ea		\$ 229.00
16	Emergency Mobilization - After Hours	Ea		\$ 328.00

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the costs charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**B.2 CONTRACTOR’S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [194-HCD-Finance@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov):

County of Monterey  
Housing and Community Development (HCD) – Finance  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to [194-HCD-Finance@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov):

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

## **EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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