

# **Attachment B**

Standard Agreement  
with Disaster Kleenup Specialists

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

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

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

## **1.0 GENERAL DESCRIPTION**

The 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:

Property management services to include but not to be limited to monitoring, reporting, and building maintenance of Agency-owned property and buildings at East Garrison Historic Arts District in the former Fort Ord.

## **2.0 PAYMENT PROVISIONS**

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 Agency to CONTRACTOR under this Agreement shall not exceed the sum of \$162,000.

## **3.0 TERM OF AGREEMENT**

3.01 The term of this Agreement is from execution to December 31, 2028, 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 Agency with the Agency signing last, and **CONTRACTOR may not commence work before Agency signs this Agreement.**

3.02 The 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 Agency or County, or immediate family of an employee of the 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 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 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 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 Agency shall certify the invoice, either in the requested amount or in such other amount as the Agency 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 thirty (30) days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses set forth in this Agreement.

## **7.0 TERMINATION**

- 7.01 During the term of this Agreement, the 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 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 Agency terminates this Agreement for good cause, the Agency may

be relieved of the payment of any consideration to CONTRACTOR, and the Agency may proceed with the work in any manner which the Agency deems proper. The cost to the Agency shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The 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 Agency's purchase of the indicated quantity of services, then the 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 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 Agency, County of Monterey, its officers, officials, employees, agents, and volunteers, 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 Agency or 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 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 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 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 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 auto 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 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 workers' compensation 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 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 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 Agency and County 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 Agency shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, 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 of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:** The Agency and County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The Agency and County, its officers, officials, employees, agents, 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 contract, 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 Agency, the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Agency/County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Workers' Compensation Waiver of Subrogation:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Agency, the County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Agency and County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Agency's Contract Administrator and 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 the insurance coverage required under this Agreement and shall send, without demand by the Agency, annual certificates to the Agency's Contract Administrator and the Agency's/County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, 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 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 the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the Agency or prepared in connection with the performance of this Agreement, unless Agency specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to 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 **Agency/County Records**: When this Agreement expires or terminates, CONTRACTOR shall return to the Agency any Agency records which CONTRACTOR used or received from the 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 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 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 Agency or as part of any audit of the Agency/County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.



- 10.05 **Royalties and Inventions:** The 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 Agency.
- 10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Forman (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Agency/County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility>.

## 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 Agency/County pursuant to a contract with the state or federal government in which the Agency/County 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 part of this Agreement, as though fully set forth herein. Upon request, the 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 required by law in the performance of the Services.

- 13.02 CONTRACTOR shall report immediately to the 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 Agency or County. No offer or obligation of permanent employment with the Agency or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the Agency or 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 Agency/County harmless from any and all liability which the 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 Agency and CONTRACTOR’s contract administrators at the addresses listed below:

FOR AGENCY:	FOR CONTRACTOR:
Shandy Carroll	Jesse Lizama, Director of Operations
Management Analyst III	
Name and Title	Name and Title
1441 Schilling Place, South 2 <sup>nd</sup> Floor	567 Ortiz Avenue
Salinas, CA 93901	Sand City, CA 93955
Address	Address
(831) 784-5643	(831) 216-7936
<a href="mailto:carrolls@countyofmonterey.gov">carrolls@countyofmonterey.gov</a>	<a href="mailto:jess@disasterhappens.biz">jess@disasterhappens.biz</a>
Phone / Email	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 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 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.
- 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 Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the 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 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 Agency and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement**: The 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 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 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 Agency and the CONTRACTOR as of the effective date of this Agreement, which is the date that the 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.

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**18.0 SIGNATURE PAGE**

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

**AGENCY**

By: N/A  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Craig Spencer, Director  
Housing Community Development

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

**Approved as to Form**  
**Office of the County Counsel<sup>1</sup>**  
**Susan K. Blich, County Counsel**

Signed by:  
By: Michael Wilden  
Michael Wilden, Deputy County Counsel

Date: 11/14/2025

**Approved as to Fiscal Provisions<sup>2</sup>**

Signed by:  
By: Jennifer Forsyth  
Auditor/Controller

Date: 11/14/2025

**Reviewed as to Liability Provisions**  
**Office of the County Counsel-Risk Management<sup>3</sup>**

By: N/A  
David Bolton, Risk Manager

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

\*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 (California Corporations Code §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 either 1) any member, or 2) two (2) managers (Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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

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

<sup>3</sup> Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

**CONTRACTOR**

Disaster Kleenup Specialists  
Contractor/Business Name\*

Signed by:  
By: Terry Ream  
(Signature of Chair, President, or Vice President)

Terry Ream, Vice President  
Name and Title

Date: 11/12/2025

Signed by:  
By: Amanda Crumpton  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Amanda Crumpton, Secretary  
Name and Title

Date: 11/12/2025

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Disaster Kleenup Specialists  
East Garrison Historic Arts District  
Housing & Community Development  
Term: Execution-December 31, 2028  
Not to Exceed: \$194,400

**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**  
**“Successor Agency”**  
**and**  
**Disaster Kleenup Specialists, Inc., hereinafter referred to as “CONTRACTOR”**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

**A.1.1 Property Management Services**

CONTRACTOR shall provide property management services including periodic monitoring, reporting, and implementation of a plan to maintain Successor Agency-owned Historic District buildings and vacant properties at East Garrison identified in **Attachment 1 (“District Buildings and properties”)**. The 23 buildings and properties to be maintained and managed are circled in Attachment 1 and include:

#	Building or Property name	APN	Address at East Garrison, Marina
E-1	Soldiers Mess Bldg. (4,696sf)	031-301-003-000	21400 Ord Ave.
E-2	Soldiers Mess Bldg. (4,696sf)	031-301-004-000	21420 Ord Ave.
E-3	Soldiers Mess Bldg. (4,696sf)	031-301-005-000	21440 Ord Ave.
E-4	Soldiers Mess Bldg. (4,696sf)	031-301-006-000	21480 Ord Ave.
E-5	Soldiers Mess Bldg. (4,696sf)	031-301-007-000	21500 Ord Ave.
E-6	Soldiers Mess Bldg. (4,696sf)	031-301-008-000	21540 Ord Ave.
E-7	Officers Latrine Bldg. (480sf)	031-301-009-000	21464 Ord Ave.
E-8	Officers Mess Bldg. (1,223sf)	031-301-010-000	21485 Ord Ave.
E-9	Officers Office Bldg. (1,920sf)	031-301-011-000	21505 Ord Ave.
E-10	Officers Mess Bldg. (1,223sf)	031-301-012-000	21525 Ord Ave.
E-11	Officers Latrine Bldg. (480sf)	031-301-013-000	21545 Ord Ave.
E-12	Soldiers Latrine Bldg. (1,800sf)	031-302-061-000	19410 Sloat St.
E-13	Former movie theatre Site	031-302-062-000	19420 Sloat St.
E-14	Warehouse Bldg. (3,000sf)	031-302-063-000	19440 Sloat St.
E-15	Warehouse Bldg. (3,000sf)	031-302-064-000	19450 Sloat St.
E-16	Warehouse Bldg. (3,000sf)	031-302-065-000	19460 Sloat St.
E-17	Warehouse Bldg. (3,000sf)	031-302-066-000	19470 Sloat St.
E-18	Warehouse Bldg. (3,000sf)	031-304-060-000	19465 Sloat St.
E-19	Warehouse Bldg. (3,000sf)	031-304-061-000	19455 Sloat St.
E-20	Warehouse Bldg. (3,000sf)	031-304-062-000	19445 Sloat St.
E-21	Warehouse Bldg. (3,000sf)	031-304-063-000	19435 Sloat St.
E-22	Exchange Bldg. (2,775sf)	031-304-064-000	19415 Sloat St.
E-23	Soldiers Latrine Bldg. (1,800sf)	031-304-065-000	19405 Sloat St.
E-24	Former battle simulation building	031-302-067-000	Sloat St.
E-25	Rod & Gun Club Bldg. (2,688sf)	031-302-068-000	Sloat St.

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR will monitor and maintain the East Garrison Historic Arts District Buildings (“District Buildings”) per the East Garrison Historic Preservation Plan goals regarding building maintenance and repair and to the standards outlined in the ‘Mothball Plan and Existing Conditions Survey’ (**Attachment 2**).

In 2023 the historic buildings at Successor Agency owned property were mothballed, including weatherproofing and securing against trespassing and pest incursion per the standards described in the Mothballing Plan for Fort Ord, East Garrison. (**Attachment 3**) CONTRACTOR is responsible for maintaining the mothballed buildings and measures as further described below.

CONTRACTOR shall be required to follow the maintenance schedule set forth in Attachment 3 titled ‘Mothball Plan’ in section IV.A and IV.B, pages 6-9. CONTRACTOR shall provide maintenance services in accordance with ‘The Secretary of the Interiors Standards for the Historic Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings’ (**Attachment 4**) beginning on page 27 ‘Standards for preservation and guidelines for preserving historic buildings’, and provide other property management services, including periodic surveillance, repairs, maintenance, and documentation services as needed. CONTRACTOR shall be responsible for maintenance and monitoring of the buildings per the guidelines found in the National Park Service Preservation Brief #31, Mothballing Historic Buildings, including documentation and building file descriptions (pages 2 -3), stabilization description (pages 4-6), and the maintenance chart on page 13 (**Attachment 5**). The Maintenance actions and schedule needed are referenced in the following table.

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

<b>Maintenance Action taken</b>		<b>Applicable Standard</b>
<b>Periodic/ongoing/as needed</b>		
<input type="checkbox"/>	Weekly drive by surveillance	Attachment 3 - <i>Mothball Plan</i> (Section IV.A and IV.B, pages 6-9)
<input type="checkbox"/>	Maintain building security, including replacing boards over points of entry as soon as possible	
<input type="checkbox"/>	Remove graffiti within 1 week of notice	
<input type="checkbox"/>	Remove trash/debris within 1 week of notice	
<input type="checkbox"/>	Remove bird droppings or other stains from exterior	
<input type="checkbox"/>	Check attic for leaks from roof during rainstorms if possible	
<b>Monthly Walk Arounds – external survey of building conditions</b>		
<input type="checkbox"/>	Check for pest intrusion, and replace or repair pest control measures	Attachment 3 - <i>Mothball Plan</i> (Section IV.A and IV.B, pages 6-9) Attachment 5 - <i>NPS Preservation Brief #31</i> (Documentation and building file description, pages 2-3. Stabilization description, pages 4-6, maintenance chart, page 13)
<input type="checkbox"/>	Check, and replace or repair windowpanes for breakage	
<input type="checkbox"/>	Check, and replace or repair fences	
<input type="checkbox"/>	Check for graffiti or vandalism, particularly behind buildings	
<input type="checkbox"/>	Remove weeds from building foundations	
<input type="checkbox"/>	Visual inspection of roof, chimneys, and windows	
<b>Every 3 months – internal and external survey of building condition</b>		
<input type="checkbox"/>	Walk through the entire interior of each building to check for changed conditions	Attachment 3 - <i>Mothball Plan</i> (Section IV.A and IV.B, pages 6-9) Attachment 5 - <i>NPS Preservation Brief #31</i> (maintenance chart, page 13)
<input type="checkbox"/>	Check for moisture damage Moisture reading: _____	
<input type="checkbox"/>	Check locks are functional	
<input type="checkbox"/>	Inspect vents in windows for proper function and clean the screens	
<input type="checkbox"/>	Check for evidence of pest intrusion	
<b>Every 6 months - spring and fall</b>		
<input type="checkbox"/>	Site clean-up; pruning and trimming	Attachment 3 - <i>Mothball Plan</i> (Section IV.A and IV.B, pages 6-9)
<input type="checkbox"/>	Gutter and downspout clean out	
<input type="checkbox"/>	Check crawlspaces for pests	
<input type="checkbox"/>	Clean out storm drains	
<b>Every 12 months</b>		
<input type="checkbox"/>	Create an annual work plan to identify actions necessary to maintain buildings	All repairs and maintenance must adhere to the <b>Secretary of the Interior's Standards for Preservation</b> (Attachment 4), including retaining historic materials and features whenever possible.
<input type="checkbox"/>	Check roof for loose or missing shingles	
<input type="checkbox"/>	Termite and pest inspection/treatment	
<input type="checkbox"/>	Exterior materials spot repair and touch up painting	
<input type="checkbox"/>	Check and update building file	

Seasonal fire fuel management activities including mowing, trimming, and pruning are not included in this scope of work, though vegetation management tasks may be required outside of seasonal fire fuel management.

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR Staff will provide the following actions and will complete the checklist in Attachment 6: periodic monitoring, post-winter storm assessments, routine repairs and maintenance. Substantial repairs may be requested, as further outlined in item d.

a. Periodic Monitoring.

- CONTRACTOR shall drive past buildings to perform an exterior visual inspection on a weekly basis to ensure downed trees, security encroachments, or other routine maintenance issues are addressed in a timely manner.
- CONTRACTOR shall inspect the East Garrison Historic Buildings and properties on a monthly basis to confirm they are secure and in good condition.
- CONTRACTOR shall assess whether building and fencing locks are secure and whether buildings have sustained damage utilizing the Maintenance Log as guidance (Attachment 6).
- CONTRACTOR shall provide to the Successor Agency on a monthly basis a brief emailed report of activities completed, utilizing the Maintenance Log as guidance (Attachment 6).
- CONTRACTOR shall record details of any instance of break-in, vandalism, graffiti or other illegal trespass or activity, and notify the Monterey County Sheriff's Office at 831 755 5111 for non-emergency and 911 for emergency as soon as is practicable as well as the Agency staff contact person.
- CONTRACTOR shall notify the Agency within three (3) business days of any building damage or security issues including but not limited to break-ins, squatting, vandalism, and/or graffiti and may be requested to meet with Agency staff to discuss a plan, budget, and scope of work to remedy the issue.
- CONTRACTOR shall be authorized to complete maintenance activities up to an amount of \$4,000. For maintenance work beyond this amount and for work that includes a historical feature, a scope of work and budget will be provided to the Agency for approval.
- CONTRACTOR may receive from the Agency information of building damage provided by the public or through other sources.

b. Pre and Post Storm Assessment.

- CONTRACTOR shall assess the state of the properties against the accepted standards in outlined in attachment 4, within one week before and following winter storms (significant rain or wind events).
- Contractor shall document existing pre-storm conditions using time stamped photographs. If the pre assessment coincides with recently conducted maintenance inspections and reports, the maintenance reports can serve as pre-storm documentation.
- Following the assessment, CONTRACTOR will submit a Post-Winter Storm Assessment to advise the Agency of likely significant repairs that may be needed. If significant repairs over \$4,000 are needed, CONTRACTOR shall develop and submit to the Agency a Storm Damage Repair Work Plan and Budget.

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

c. Routine Repairs and Maintenance.

- CONTRACTOR shall use due professional care to maintain the condition of the East Garrison Historic Buildings in the condition prescribed in the first paragraph of section A.1.1.
- CONTRACTOR shall provide maintenance services to the Agency-owned historic buildings and properties, including but not limited to graffiti removal, building and/or fencing repairs, and pest removal.
- CONTRACTOR shall take ordinarily prudent precautions against fire, vandalism, and trespass.
- CONTRACTOR may be requested by the Agency to conduct maintenance services necessary to maintain the District Buildings and properties, including but not limited to waste removal, storm damage repair, vegetation maintenance or removal, vandalism repair, fence repair, and/or other isolated incidental maintenance services.
- CONTRACTOR shall provide the Agency with a detailed quote for services to be reviewed and approved by the Agency prior to the commencement of work.
- CONTRACTOR shall be deemed authorized to make up to four maintenance related repair or services expenditures without prior Agency approval provided that:
  - (i) the amount of the expenditure is within fifteen percent (15%) or no more than \$4,000 of the originally approved amount, whichever is less; and
  - (ii) CONTRACTOR submits satisfactory evidence of expenditure to the Agency. Other than replacements, CONTRACTOR shall make no disposition of fixed assets, as determined in accordance with the Agency's Chart of Accounts, with a value in excess of \$4,000 without the Agency's prior written approval.

d. Substantial Repairs.

- CONTRACTOR shall notify the Agency and provide a recommendation for any proposed substantial repairs, capital improvement, renovation, or replacement expenditure of more than \$4,000.
- CONTRACTOR shall make no expenditures in excess of \$4,000 without the Agency's prior written approval for alterations, capital improvements, renovations or replacements of furniture, fixtures or equipment, unless such expenditure is contained in the annual budget.

e. Notice.

CONTRACTOR will provide three (3) business days' notice to the Agency of its intention to visit the properties and complete inspections, repairs and maintenance.

f. Subcontractors.

- CONTRACTOR, in consultation with Agency, may contract with subcontractors to assist with specialist advice related to maintenance services.

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- The CONTRACTOR will notify the Agency by email of its desire to subcontract specialty item(s) and identify the subcontractor, detail their bona fides for the specialist role and the likely cost of hiring.
- g. Compliance with Legal Requirements.  
CONTRACTOR shall use reasonable means to become aware of and shall take such actions as CONTRACTOR deems prudent and necessary to comply with any laws, orders, or requirements affecting the use or operation of the East Garrison Historic Arts District Buildings and properties, including but not limited to compliance with hazardous materials abatement and unexploded ordinance training, unless the cost of compliance in any instance exceeds the amount budgeted.

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

Agency shall pay an amount not to exceed \$162,000 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:

Task	Amount	Estimated billing frequency	Annual total
1. Periodic Monitoring 1.1 Weekly drive by 1.2 Monthly walking assessment 1.3 Monthly report	\$1,000	Monthly	\$12,000
2. Winter storm assessments	\$1,500	Four times per year	\$6,000
3. Routine repairs and maintenance	\$4,000	As needed	\$16,000
4. Substantial Repairs	\$5,000	As needed	\$20,000

**Ongoing maintenance and monitoring costs:      \$54,000**

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement 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):

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

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).

Agency 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.

The Agency shall certify the invoice, either in the requested amount or in such other amount as the Agency 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 Agency.

The Agency 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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Disaster Kleenup Specialists  
East Garrison Historic Arts District  
Housing & Community Development  
Term: Execution-December 31, 2028  
Not to Exceed: \$194,400