

ATTACHMENT 3

STANDARD AGREEMENT A-16389
West Coast Arborists, Inc.

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Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Director Wendy Root Askew, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16389

- a. Approve and authorize the Director of Housing Community Development, or designee, to execute a Standard Agreement between the Successor Agency to the Redevelopment Agency of Monterey County and West Coast Arborists, Inc., to provide fire fuel mitigation services for the East Garrison Historic District in an amount not to exceed \$74,772 effective upon execution through June 30, 2026; and
- b. Authorize the Housing and Community Development Director, or designee, to execute up to two (2) additional amendments, each extending the term by one (1) year, where the additional cost of each Amendment does not exceed 10% (\$7,477.20), bringing the total maximum cumulative cost increase to \$14,954.40 for a not to exceed Agreement amount of \$89,726.20, and that do not significantly alter the scope of services, subject to review by County Counsel.

PASSED AND ADOPTED on this 13th day of June 2023, by roll call vote:

AYES: Directors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 13, 2023.

Dated: June 14, 2023

File ID: 23-502

Agenda Item No.: 1

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

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 and West Coast Arborists, Inc. ("CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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 are generally described as follows:

Provide fire fuel mitigation services at East Garrison Historic District.

2.0 PAYMENTS 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 \$74,772.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is upon execution to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and Successor Agency and with Successor Agency signing last, and **CONTRACTOR may not commence work before 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 a 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**

Exhibit B **Incorporation of Request for Proposals #10860, Fire Fuel Mitigation at East Garrison Historic District**

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 County or immediate family of an employee of the Successor Agency or 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 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 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 30 days of receiving the certified invoice.

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 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 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 modify 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 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 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the Successor Agency/County's Purchasing Manager.

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 \$1,000,000.00 per occurrence.

Modification (Justification attached; subject to approval)

Requester must check the appropriate Automobile Insurance Threshold box:

Agreement Under \$100,000.00 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles used in providing services under this Agreement with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000.00 per occurrence.

Agreement Over \$100,000.00 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence.

Modification (Justification attached; subject to approval)

Worker’s 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 \$1,000,000.00 each person, \$1,000,000.00 each accident, and \$1,000,000.00 each disease.

Modification (Justification attached; subject to 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.

Modification (Justification attached; subject to approval)

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 each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Successor Agency and the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Successor Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.**

The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Successor Agency, CONTRACTOR shall file certificates of insurance with the Successor Agency/County's Contract Administrator and the Successor Agency/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 in 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 Successor Agency, annual certificates to Successor Agency/County's Contract Administrator and Successor Agency/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 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 the 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 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 \$10,000.00, 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, 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:** 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 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), or 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 in 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 part of this Agreement, as though fully set forth herein. Upon request, Successor Agency will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.1 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, HIPAA. 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.

- 13.2 CONTRACTOR shall report immediately to the Successor Agency/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.
- 13.3 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 or County. No offer or obligation of permanent employment with the Successor Agency or 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 County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, worker’s 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 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:

FOR SUCCESSOR AGENCY:	FOR CONTRACTOR:
<hr/> Kathy Nielsen, Management Analyst II Name and Title	<hr/> Juan Ortiz, Area Manager Name and Title
<hr/> Housing & Community Development 1441 Schilling Place, South 2 nd Floor Salinas, CA 93901-4527 Address	<hr/> West Coast Arborists, Inc. 390 Martin Avenue Santa Clara, CA 95050 Address
<hr/> (831) 755-4832 194-HCD-Contracts@co.monterey.ca.us Phone	<hr/> (408) 591-4860 jortiz@wcainc.com Phone

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.
- 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 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 the County of Monterey.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both 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 revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved 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, represents 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 of 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:

- 17.1 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).
- 17.2 **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.
- 17.3 **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 party in person.

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

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

SUCCESSOR AGENCY

CONTRACTOR

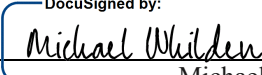
By: 
Patrick Mahoney, County Board of Supervisors
Acting as the Board of Directors, SARDA

Date: 6/15/2023

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
Michael Whilden
Deputy County Counsel

Date: 6/1/2023

Approved as to Fiscal Provisions²

By: 
Jennifer Forsyth
Auditor-Controller

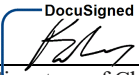
Date: 6/1/2023

Approved as to Liability Provisions³
Office of the County Counsel-Risk Management

By: N/A
Risk Manager

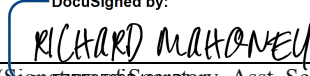
Date: _____

West Coast Arborists, Inc.
Contractor/Business Name*

By: 
(Signature of Chair, President, or Vice President)

Patrick Mahoney, President
Name and Title

Date: 6/1/2023

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Richard Mahoney, Secretary
Name and Title

Date: 6/1/2023

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.

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required.

³ Approval by Risk Management is required only if changes are made in paragraph 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 “Successor Agency”
and
West Coast Arborists, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

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 VEGETATION MANAGEMENT

- A.1.1** CONTRACTOR shall perform routine assessment and monitoring of the property not less than one (1) time per year, subject to change based on environmental conditions.
- A.1.2** CONTRACTOR shall perform vegetation management, mowing and/or trimming, or as requested by Successor Agency including:
1. CONTRACTOR shall complete vegetation management two (2) times during the active growing season (February through September) of the open space vegetation.
 2. The Successor Agency shall outline areas of open space, identified in Attachment 1, to be mowed or trimmed.
 3. CONTRACTOR shall notify the Successor Agency by email (SuccessorAgency@co.monterey.ca.us) not less than one (1) week prior to the commencement of work.
 4. Successor Agency staff shall provide Contractor with appropriate gate codes to access secured areas within the Historic Arts District.
- A.1.3** CONTRACTOR shall adhere to requirements of Title 14, California Code of Regulations and Chapter 18.56 of the Monterey County Code, as necessary to meet applicable defensible space standards.
- A.1.4** CONTRACTOR shall perform tree trimming operations consistent with Title 14, California Code of Regulations and Chapter 18.56 of Monterey County Code as necessary to meet applicable vertical and horizontal clearance standards.
- A.1.5** CONTRACTOR shall ensure disposal of trimmed vegetation in accordance with Section 1276.05 of Title 14, California Code of Regulations and with Section 18.56.090 of Chapter 18 Monterey County Code.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- A.2** Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner.
- A.3** CONTRACTOR shall, on an annual basis and not less than one month prior to planned work, prepare and submit by email to the Successor Agency a detailed cost proposal and schedule for the work to be performed. Successor Agency shall consider the proposal and, once the cost proposal is approved in writing by the Successor Agency, CONTRACTOR will be issued a Notice to Proceed with authorization to perform the proposed services and associated Delivery Order.
- A.4** CONTRACTOR shall notify by email the Successor Agency of any obstruction or reason why services cannot be performed in a timely, seasonally appropriate matter, as well as any potential issues encountered during the course of services. Notification shall be made by email within 24 hours of observation.
- A.5** CONTRACTOR is responsible for contacting and making necessary arrangements with the appropriate utility service agency during the removal of any necessary tree limbs, and/or branches that may create a hazard in the completion of the work or project assignment.
- A.5.1** If damage to utility wires occurs, CONTRACTOR shall immediately notify the appropriate utility service agency and the Successor Agency.
- A.5.2** CONTRACTOR is responsible for all claims for damage due to CONTRACTOR's performance as set forth in the Agreement.
- A.6** CONTRACTOR agrees to furnish all material and equipment necessary to accomplish requested service(s). All CONTRACTOR-supplied equipment shall be in good working order.
- A.7** **OPTIONAL TASK:** CONTRACTOR shall provide emergency on-call tree pruning and removal services twenty-four hours per day, seven days per week (24/7). In the event of an emergency, CONTRACTOR shall notify the Successor Agency by email within one (1) hour of initial contact during regular working hours and two (2) hours of initial contact outside of regular working hours whether CONTRACTOR is able to provide requested emergency services. Prior to the commencement of services, CONTRACTOR shall contact the Successor Agency to obtain approval to proceed.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

Successor Agency shall pay an amount not to exceed \$74,772 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

An additional twenty percent (20%) of the agreement amount, not more than \$12,462, shall be included in the Agreement between the Successor Agency and CONTRACTOR to cover unanticipated emergency situations due to inclement weather and/or other environmental conditions.

CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Fiscal Year	Amount
FY 2022-23	\$19,995
FY 2023-24	\$20,770
FY 2024-25	\$21,545
SUB-TOTAL	\$62,310
Emergency Allowance (20%)	\$12,462
TOTAL	\$74,772

Emergency Services Rates

Description	Cost/Hour
Emergency Response	\$160
Equipment Operator	\$195
Crane Operator	\$195
Arborist Consulting Services (2 hour minimum) <ul style="list-style-type: none"> • Consulting Services including report writing (travel included) • Construction Project Inspection • Presentation to County Supervisors or staff 	\$175

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost 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@co.monterey.ca.us:

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd 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@co.monterey.ca.us.

Successor 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 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 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 Successor Agency.

The Successor 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.

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

East Garrison Historic District

Attachment 1

Parcel Acres and Square Feet
Total Acres: 12.39545
Total Square Feet: 539,943



**EXHIBIT B – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10860
AND STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10860, Fire Fuel Mitigation at East Garrison Historic District, in the County of Monterey, California. West Coast Arborists, Inc., submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFP #10860.

RFP #10860 and the Statement of Qualifications submitted by West Coast Arborists, Inc., on file with the Housing and Community Development Department are hereby incorporated into the Agreement by this reference.