

Monterey Peninsula Regional Park District Standard Agreement

This **Agreement** is made by and between Monterey Peninsula Regional Park District, a political subdivision of the State of California (hereinafter “District”) and: Ventana Forestry (hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION

- 1.01 The District 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 mowing treatment for application to noxious weeds, with appropriate equipment, of the approximately 125-acres on the Palo Corona Regional Park Rancho Canada Unit. Targeted species include genista, bull thistle, Italian thistle, mustard, radish, hemlock, and others. Mowing, on both sides of the river, is on an as needed basis for three (3) and up to six (6) times a year depending upon vegetation growth and presence of noxious weeds. The Contractor shall be on call for scheduling the mowing.

2.0 PAYMENT PROVISIONS

- 2.01 District 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 District to CONTRACTOR under this Agreement is not to exceed the sum of FIFTY-TWO THOUSAND DOLLARS (\$52,500) annually or ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000) for the term of the contract.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the DISTRICT General Manager or Board Member. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by DISTRICT General Manager or Board Member and CONSULTANT at the time DISTRICT's written authorization is given to CONSULTANT for the performance of said services. The DISTRICT General Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed Twenty-Five Thousand dollars (\$25,000). Any additional work in excess of this amount shall be approved by the Governing Board.

3.0 TERM OF AGREEMENT

- 3.01 The term of this Agreement is from September ___, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and District and with District signing last, and **CONTRACTOR may not commence work before District signs this Agreement.**
- 3.02 The District reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notices, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

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

**EXHIBIT A Scope of Services/Payment Provisions
Palo Corona Region Park Ranch Canada Unit Weed Services (Mowing)
Program**

Site: Approximately 125 acres of land on the Rancho Canada Unit (former Rancho Canada Club courses) of Palo Corona Regional Park. Primarily, the mowing area is open space with no constraints. There are sections along the Carmel River and around planted areas that will need attention to avoid impact to sensitive resources including but not limited to young trees, nesting birds, and wildlife. The sensitive resources and areas will be staked or flagged. Currently many of the former sand traps cannot be mowed due to their shape and depth, overtime these will be planted or experience natural regeneration of desired native vegetation or they may be filled in. As the rewilding process expands there may be a reduction in the acreage to be mowed.

Mowing is to occur on both sides of the Carmel River.

Contract: This two-year contract, with an annual review, and shall include the 2020 and 2021 seasons. The option to extend for an additional three seasons includes the years of 2022, 2023, and 2024.

Season: Annually, February- June, or as needed. Contractor on call.

Frequency: Three to six times a season depending on weather and vegetation growth.

Equipment: Tractor mower. MPRPD and the Contractor together will periodically review mowing success and may modify mowing depth or other mowing features to insure best level of success.

Contractor is responsible for following prevailing wage requirements, safe mowing, fueling practices, and the actual acreage figure for treatment cost.

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 District, or immediate family of an employee of the District.
- 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 District 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 herein. The District 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 days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the District 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 District shall certify the invoice, either in the requested amount or in such other amount as the District approves in conformity with this Agreement, and shall promptly submit such invoice to the District Finance Manager for payment. The District Finance Manager 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 District 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 District 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 District terminated this Agreement for good cause, the District may be relieved of the payment of any consideration to CONTRACTOR, and the District may proceed with the work in any manner, which District deems proper. The cost to the District shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The District'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 District's purchase of the indicated quantity of services, then the District 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 District may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the Monterey Peninsula Regional Park District (hereinafter "District"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the District. It is the intent of the parties

to this Agreement to provide the broadest possible coverage for the District. The CONTRACTOR shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the District under this Agreement.

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 District's Administrative Services Manager, 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 District has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverage's, 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 District's Risk 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 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 District approval.)

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 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 District 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 District 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 years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these 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 District approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the District 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the District shall be given notice in writing at least thirty 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 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 Monterey Peninsula Regional Park District, its officers, agents, employees and volunteers 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 District 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 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 District, CONTRACTOR shall file certificates of insurance with the District's contract administrator and District's Contracts/Purchasing Division, showing the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five 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 at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by District, annual certificates to District's Contract Administrator and District's Contracts/Purchasing Division. If the certificate is not received by the expiration date, District shall notify CONTRACTOR and CONTRACTOR shall have five 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 District, 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 District or prepared in connection with the performance of this Agreement,

unless District specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to District 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 District Records When this Agreement expires or terminates, CONTRACTOR shall return to District any District records which CONTRACTOR used or received from District 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 District rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three 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-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records The District 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 District or as part of any audit of the District, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for the period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions District 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 District.

11.0 NON-DISCRIMINATION

- 11.01 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, 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

- 12.01 If this Agreement has been or will be funded with monies received by the District pursuant to a contract with the state or federal government in which the District is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent application 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, District will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACT

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the District. No offer or obligation of permanent employment with the District or particular District department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from District 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 and this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold District harmless from any and all liability which District may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES

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

FOR DISTRICT:	FOR CONTRACTOR:
Rafael Payan, General Manager Name and Title	Cara Nason, Partner Name and Title
PO Box 223340 Carmel, CA 93922 Address	PO Box 96 Carmel Valley, CA 93924 Address
(831) 372-3196 ext. 101 Phone	(831) 659-2153 Phone

15.0 MISCELLANEOUS PROVISIONS

- 15.01 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.
- 15.02 Amendment This Agreement may be amended or modified only by an instrument in writing signed by the District and the CONTRACTOR.
- 15.03 Waiver Any waiver of any terms and conditions of this Agreement must be in writing and signed by the District 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.
- 15.04 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.
- 15.05 Disputes CONTRACTOR shall continue to perform under this Agreement during any dispute.

- 15.06 Assignment and Subcontracting The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without prior written consent of the District. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the District. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns This Agreement and the rights, privileges, duties, and obligations of the District 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.
- 15.08 Compliance with Applicable Law The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement This Agreement is non-exclusive and both District and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement The District 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.
- 15.14 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.
- 15.15 Authority Any individual executing this Agreement on behalf of the District 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.

- 15.16 Integration This Agreement, including the exhibits, represent the entire Agreement between the District 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 District and the CONTRACTOR as of the effective date of this Agreement, which is the date that the District signs the Agreement.
- 15.17 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.

16.0 SIGNATURE PAGE

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

Monterey Peninsula Regional Park District	CONTRACTOR
FOR DISTRICT:	FOR CONTRACTOR:
	Ventana Forestry
	Corporation Name
_____ (Signature)	_____ (Signature)
Rafael Payan, General Manager	Cara Nason, Partner
Name and Title	Name and Title
_____ Kelly Sorenson, Board President	
Name and Title	
_____ (Signature)	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporation, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.