

RESOLUTION 16-2021
June 10, 2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT APPROVING AN AWARD OF
THE 2021 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

WHEREAS, as part of its annual program to abate dangerous weeds and vegetation, the Cambria Community Services District (CCSD) conducts an annual Fire Hazard Fuel Reduction Program (FHFRP) in accordance with the provisions of Health and Safety Code Section 14875 et seq.; and

WHEREAS, under the FHFRP, lots on which the nuisance fire hazard vegetation has not been timely removed by the owners are to be cleared and abated by the CCSD FHFRP contractor; and

WHEREAS, in order to select a contractor for the 2021 FHFRP a Request for Proposals (RFP) was advertised and the proposals that were submitted were evaluated in accordance with the criteria set forth in the RFP and contract documents; and

WHEREAS, based upon that evaluation the contractor, Mike Rice Forest, Yard & Garden has been selected as the lowest most responsive proposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Cambria Community Services District hereby:

1. Approves an Agreement for the 2021 Fire Hazard Fuel Reduction Program with Mike Rice Forest, Yard & Garden, which Agreement is attached hereto as Exhibit A.
2. Authorizes the General Manager to make minor revisions to the Agreement.
3. Authorizes the General Manager to execute the Agreement.

AYES:5 (Steidel, Howell, Farmer, Dean, Gray)
NAYS:0
ABSENT:0

PASSED AND ADOPTED THIS 10th day of June, 2021.

DocuSigned by:

Cindy Steidel

FC85957325F041F...

Cindy Steidel, President
Board of Directors

ATTEST:

DocuSigned by:

Ossana Terterian

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Ossana Terterian, Board Secretary

APPROVED AS TO FORM:

DocuSigned by:

Timothy J. Carmel

BC4B48A50AA141E...

Timothy J. Carmel, District Counsel

Exhibit A to Resolution 16-2021

2021 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

This Fire Hazard Fuel Reduction Program Agreement ("Agreement") is made upon the date of execution, as set forth below, by and between, **CONTRACTOR** and the Cambria Community Services District ("**CCSD**"). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

It is understood and agreed to:

SCHEDULE OF CHARGES

The **CCSD** will pay the **CONTRACTOR** based upon the schedule of charges per the attached ***Bid Proposal Form***, attached hereto as Exhibit "D."

DOCUMENTS INCORPORATED BY REFERENCE

Exhibits "A," "B," "C," and "D," attached hereto, are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

OBLIGATIONS OF CONTRACTOR

- A. The **CONTRACTOR** shall furnish and maintain throughout the term of this Agreement all proper insurance coverage as specified in "*Legal Relations and Responsibilities to the Public*" (Exhibit A).
- B. All work shall be completed as depicted in the "*Fire Hazard Fuel Reduction Program Schedule*" (Exhibit B). At all times the **CONTRACTOR's** work shall be subject to the approval of the Fire Chief or his designee.
- C. The **CONTRACTOR** shall become familiar and shall fully comply with the **CCSD** "*2021 Cambria Fire Department Fire Hazard Fuel Reduction Program Policy*" (Exhibit C).
- D. The **CONTRACTOR** agrees to timely and fully perform or provide the services specified in this Agreement.
- E. The **CONTRACTOR** must submit packaged bills for lots cleared, including a cover page that lists the number of lots cleared and the total cost of the packaged bills.
- F. All parcel clearing charges must be submitted to the **Cambria Fire Department** by September 18, 2021, at 4:00 P.M. Failure to deliver the parcel clearance charges to the **CCSD** by this date will result in a 10% withholding of all charges that are delivered late to the **CCSD** as liquidated damages, assessed against the **CONTRACTOR**.

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MINIMUM AMOUNT OF SERVICE BY CONTRACTOR

CONTRACTOR agrees to devote the necessary hours to perform the services set forth in this Agreement in an efficient and effective manner. **CONTRACTOR** may represent, perform services for, and be employed by additional individuals or entities, at **CONTRACTOR's** sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **CCSD** business.

GENERAL PROVISIONS

TERM: This Agreement will become effective on the date of execution set forth below and will continue until terminated as provided herein.

SERVICES TO BE PERFORMED: **CONTRACTOR** agrees to perform or provide the services specified in this Agreement.

CONTRACTOR shall determine the method, details and means of performing the above-referenced services.

CONTRACTOR may, at **CONTRACTOR's** own expense, employ such assistants as **CONTRACTOR** deems necessary to perform the services required of **CONTRACTOR** by this Agreement. **CCSD** may not control, direct or supervise **CONTRACTOR's** assistants or employees in the performance of those services.

TOOLS AND INSTRUMENTALITIES: **CONTRACTOR** shall provide all tools, equipment and instruments to perform the services required under this Agreement.

TERMINATION OF AGREEMENT

TERMINATION ON NOTICE: Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least **thirty (30) days'** prior written notice to the other parties to this Agreement.

TERMINATION ON OCCURRENCE OF STATED EVENTS: This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of any party;
- (2) Sale of the business of any party;
- (3) The end of the **thirty (30) day** notice period as set forth above;
- (4) The completion of the work specified under Exhibit C; or
- (5) Assignment of this Agreement by **CONTRACTOR** without the prior written consent of the **CCSD**.

TERMINATION BY ANY PARTY FOR DEFAULT OF CONTRACTOR: Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching

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party, at their option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

OPTION TO EXTEND: If **CONTRACTOR** has completed all work and obligations set forth in this Agreement satisfactorily, at the discretion of the **CCSD**, the Agreement may be extended through **September, 2022**. In that event, the **CCSD** will provide **CONTRACTOR** with an updated Exhibit B consisting of the Fire Hazard Fuel Reduction Program 2021 Schedule and all the terms governing this Agreement shall remain in effect according to the deadlines contained therein, unless sooner terminated.

MISCELLANEOUS:

REMEDIES: The remedies set forth in this Agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in this Agreement.

ATTORNEYS' FEES: In the event of any controversy, claim or dispute between the parties hereto, arising out of or related to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorneys' fees.

NOTICES: Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows for each respective party:

CCSD
General Manager
Cambria Community Services District
PO Box 65
Cambria CA 93428

CONTRACTOR
Mike Rice Forest, Yard & Garden
P.O. Box 204
Cambria, CA 93428

GOVERNING LAW: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any action arising out of or related to this Agreement shall be filed in the State court in the State of California with jurisdiction over San Luis Obispo County.

BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the heirs,

Exhibit A to Resolution 16-2021

executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as consent by **CCSD** to any assignment of this Agreement or an interest in this Agreement.

SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

SOLE AND ENTIRE AGREEMENT: This Agreement constitutes the sole and entire Agreement between the parties with respect to the subject matter hereof. This Agreement correctly set forth the obligations of the parties hereto to each other as of the date of this Agreement. All Agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

TIME: Time is expressly declared to be of the essence in this Agreement.

DUE AUTHORITY: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

CONSTRUCTION: The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

AMENDMENTS: Amendments to this Agreement shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on this ___ day of _____, 2021 at Cambria, California.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CONTRACTOR

By: _____
John F. Weigold IV, General Manager

By: _____
Its: _____

Attest:

Ossana Terterian, Board Secretary

Approved As To Form:

Timothy J. Carmel, District Counsel

Exhibit A to Resolution 16-2021

EXHIBIT "A"

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Contractor's Insurance: The **CONTRACTOR** shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the **CCSD** as to form, amount and carrier. Nor shall the **CONTRACTOR** allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

- (a) Workers Compensation Insurance: The **CONTRACTOR** shall establish and maintain, during the life of this contract, workers compensation insurance in a minimum amount of **One Million Dollars (\$1,000,000)** for all employees working under this Agreement, and in case any work is sublet, **CONTRACTOR** shall require subcontractor similarly to provide workers compensation insurance. **CONTRACTOR** shall indemnify the **CCSD** for any damage resulting to it from failure of either **CONTRACTOR** or the subcontractor to procure or maintain such insurance.
- (b) Commercial General Liability Insurance: The **CONTRACTOR** shall procure and maintain during the life of this contract, such public liability and property damage insurance as shall protect the **CCSD**, its elected and appointed boards, officers, agents and employees, **CONTRACTOR**, and any subcontractor performing work covered by this Contract from claims for damage for bodily injury including death, as well as claims for property damage which may arise from **CONTRACTOR's** or subcontractor's operations under this contract, whether such operations be by the **CONTRACTOR**, or by any subcontractor, or by anyone directly or indirectly employed by either **CONTRACTOR** or subcontractor, and in the minimum amount of **One Million Dollars (\$1,000,000)**.
- (c) Auto Liability: **CONTRACTOR** shall possess and maintain auto liability insurance (Business Auto Coverage Form) for all vehicles used in the provision of services under this Agreement. The minimum amount of auto liability insurance shall be in the amount of **One Million Dollars (\$1,000,000) per accident**.
- (d) Proof of Coverage of Insurance: Upon award of bid, **CONTRACTOR** shall furnish the **CCSD** with a Certificate of Insurance and endorsement, which shall contain the following:
- "Name as Additional Insured Parties: The Cambria Community Services District, its elected and appointed boards, officers, agents and any subcontractor in the performance of work for the **CCSD**."
- Thirty (30) days'** prior notice shall be given to the **CCSD** of any reduction in insurance coverage or of insurance cancellation.
- (e) Hold Harmless Agreement: **CONTRACTOR** shall indemnify, defend at its cost and with counsel selected by the **CCSD**, and hold harmless the **CCSD** and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and

Exhibit A to Resolution 16-2021

judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the **CONTRACTOR**, his agents or employees, in the performance of the work.

Exhibit A to Resolution 16-2021

EXHIBIT "B"

2021 FIRE HAZARD FUEL REDUCTION PROGRAM SCHEDULE

- | | |
|-----------|--|
| 4/15/2021 | Declaration of Public Nuisance |
| 4/16/2021 | Notices sent to parcel owners; parcel cutting starts |
| 5/13/2021 | Advertise FHFRP Contract |
| 6/3/2021 | RFP Deadline To Be Submitted by 12PM |
| 6/10/2021 | Award Contract, CCSD Board Meeting |
| 7/15/2021 | Abatement Deadline Final Inspections |
| 8/1/2021 | CCSD Contract List for Abatement Completed |
| 8/12/2021 | CCSD Public Hearing/Contract List for Abatement Considered by Board for Approval |
| 8/13/2021 | CCSD Contractor Starts Lot Clearing |
| 9/18/2021 | CCSD Contractor Deadline Final Inspections |

Exhibit A to Resolution 16-2021

EXHIBIT "C"

2021 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM POLICY

SCOPE OF SERVICES

All parcels that are placed on the Cambria Community Services District annual "Fire Hazard Fuel Reduction Program" shall adhere to the following criteria:

All clearance work must be completed by July 15, 2021. If the parcel does not conform to the requirements as stated in the notice sent to the property owner, **the parcel will go on the CCSD's contract list August 12, 2021.** The CCSD's Contractor will then be directed to abate the parcels on the contract list to the following standards:

- Limit leaves, needles, twigs, bark, cones, pods, and chips to three inches (3") in depth.
- Weeds and annual grasses should not exceed four inches (4") in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- Remove Scotch/Irish or other broom type plants, Pampas Grass, Jubata Grass and Crocosmia, also known as Fire Weed. Isolated specimens may be left with greater than ten feet (10') separation and all dead materials are removed.
- All down dead trees, tree rounds or limbs within thirty feet (30') of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than 6 feet (6') of the log within this thirty-foot (30') zone.
- All down trees twelve inches (12") in diameter or greater beyond thirty feet (30') from any structure may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than twelve inches (12") in diameter shall be cut and removed from the property.
- Remove ladder vegetation (dead wood) from under trees and shrubs, maintaining six feet (6') of vertical clearance for trees greater than twenty feet (20') in height.
- Remove combustible construction debris, trash and rubbish from property.
- Protect seedling pines, oaks and native shrubs by flagging them prior to cutting weeds.

Other Conditions

- The Contractor shall photograph each parcel with a digital camera (as directed by the CCSD Fire Department) before and after abatement. Pictures shall be taken from the same spot, incorporating the same view. The before and after pictures shall include all flagged vegetation. Pictures shall include the date and the Assessor's Parcel Number

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(APN) on the picture. All pictures will be named using the Assessor's Parcel Number (APN) and the letters B or A, to indicate before (B) or after (A) clearance. The Contractor shall provide a digital photo file in a .jpg format which is compatible with CCSD software (CD, thumb drive, etc.), as well as hard copies of all pictures.

- All internal combustion powered equipment shall have approved and functional spark arresters on the exhaust.
- A fire extinguisher (ABC type) of at least five (5) pounds capacity shall be immediately available at the work site. A minimum of two and one half (2½) gallons of water must be available for vegetation fire extinguishment at all times by portable means. Examples are a pressurized water extinguisher, Hudson type pump sprayer or back-pump.
- All abatement work assigned to the CCSD Contractor shall begin no later than August 13, 2021 and must be completed September 18, 2021.
- All parcels shall be completely abated as prescribed to the property line, street and adjoining easements.
- ALL MATERIAL FROM ALL PARCELS SHALL BE HAULED AWAY OR APPROVAL WILL BE DENIED, however tree limbs/rounds should not be removed from the Cambria area due to Pine Pitch Canker control requirements.

DEBRIS SHALL NOT BE DUMPED ON ADJOINING OR UNCLEARED PORTIONS OF LOTS.

ANY EVIDENCE OF ILLEGAL DUMPING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

Exhibit A to Resolution 16-2021

EXHIBIT "D"

**2021 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM
BID PROPOSAL FORM**

SCHEDULE OF PROPOSED CHARGES:

The bidder shall set forth for each item of work, in clearly legible figures, a unit price for the item in the respective spaces provided for this purpose.

A. Maximum charge for moving equipment onto a lot: \$_____

B. Type of equipment and cost per hour, including operator:

1. Tractor with mower \$_____

2. High wheel mower \$_____

3. Weed eater \$_____

4. Chainsaw \$_____

5. Other equipment (list with charges): _____

6. Dump and haul fee (charge by cubic yard) \$_____

C. Laborer charge (per person/per hour) \$_____

D. Pictures – before and after \$_____

I, the undersigned, declare that I am authorized to submit a proposal on behalf of the stated business, have carefully examined Exhibits "A," "B," and "C," and hereby propose to do all the work necessary to complete the project in accordance with the provisions, policies and regulations stated in the attached Fire Hazard Fuel Reduction Program Agreement:

NAME OF PROPOSER: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

TITLE: _____

DATE: _____