



Rancho Santa Fe Fire Protection District

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Board of Directors
James Ashcraft, President
Tucker Stine
Nancy Hillgren
Kevin Barnard
John C. Tanner

Fire Chief
Dave C. McQuead

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the RANCHO SANTA FE FIRE PROTECTION DISTRICT, hereinafter designated as “DISTRICT” and _____, hereinafter designated as “CONTRACTOR.”

RECITALS

- A. DISTRICT desires to obtain a contractor, at the lowest responsive cost to the public, for the removal of vegetation, litter and rubbish from non-complaint properties located within the boundaries of the DISTRICT for parcels in violation of District Ordinance 2022-02.
- B. CONTRACTOR has submitted a proposal to provide vegetation, litter and rubbish management services for the DISTRICT in accordance with the terms set forth in this agreement.
- C. DISTRICT desires to contract with CONTRACTOR as an independent contractor and CONTRACTOR desires to provide services to DISTRICT as an independent contractor.
- D. CONTRACTOR has demonstrated its competence and qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, education, training and expertise.

NOWHEREFORE, in consideration of the mutual promises and obligations set forth below and other valuable considerations of sufficiency and receipt of which is hereby acknowledged the Parties agree as follows:

1.0 SCOPE OF WORK The project is more particularly described as:

1.1.1 Implementation of a contractor for the abatement of vegetation, litter and combustible rubbish on parcels located within the boundaries of the DISTRICT when owners fail to bring their property in compliance with adopted DISTRICT ordinances.

1.1.2 The CONTRACTOR understands that this contract will be awarded for a one (1) year period; with a possible two (1) year extensions, to be evaluated annually; of time commencing on the date of execution to the qualified contractor submitting the required documentation and the lowest overall bid on the Schedule of Fees.

1.1.3 The CONTRACTOR shall cooperate fully with the DISTRICT during any forced abatement upon any parcel.

1.1.4 The CONTRACTOR shall not proceed with any forced abatement until a “Work Order Authorization” is signed and issued by the DISTRICT.

1.1.5 The CONTRACTOR shall perform billing and collection functions associated with forced abatements, unless other prior arrangements have been made with the DISTRICT. The contractor shall provide the district with invoices for dumping fees from an approved dumpsite.

1.1.6 The CONTRACTOR shall maintain good public relations with all citizens, groups and organizations associated with any abatement.

1.2. SERVICES PROVIDED BY THE DISTRICT. The DISTRICT shall provide the following services:

1.2.1 Overall quality assurance of the program by providing written and oral standards and guidelines, reviewing correspondence and documentation, and reviewing citizen comments and complaints.

1.2.2 The District will investigate all vegetation hazard complaints, conduct inspections, and send a “First” and “Final” violation notification as required. The notice(s) shall state the abatement instructions, the date of expected compliance, consequences of ignoring the notice, and include instructions to follow once the work is completed.

1.2.3 If parcel owners have not abated the hazard by the time specified in the Final Notice, the parcel will be posted with a “Notice to Abate Hazard” in a conspicuous location(s) on the property.

1.2.4 If parcel owners have not abated the hazard within ten (10) calendar days from the time of the posting, the parcel will be a candidate for “forced abatement”. Full documentation of the process used to reach forced abatement, including but not limited to, the specific First, and Final Notices, certified mail receipt(s), and photographs of the condition of the parcel. Such documentation will be forwarded with a “Work Order Authorization” to the Fire Marshal. Upon review by the Fire Marshal or a DISTRICT authorized representative and it is determined that forced abatement is required; the “Work Order Authorization” shall be signed and submitted to the CONTRACTOR for abatement. **No abatement work shall be performed by the CONTRACTOR until such authorization has been signed by an authorized representative of the DISTRICT.**

1.2.5 Consultation on issues related to the concerns of the DISTRICT and assistance with enforcement of DISTRICT ordinances and/or standards will be provided when necessary.

1.3.0 SERVICES PROVIDED BY THE CONTRACTOR. The services to be provided by the CONTRACTOR shall consist of, but not be limited to the following:

1.3.1 Cooperate fully with the DISTRICT in performing services in accordance with this agreement with established codes and standards.

1.3.2 Furnish all labor, material, equipment, and tools for the forced abatement of vegetation, trees, litter, weeds, and rubbish from parcels within DISTRICT.

1.3.3 The CONTRACTOR shall maintain all proper documentation of the job. The documentation shall include work authorizations, the date the work was performed, charges accrued by the parcel owner for said work, and photographs of the parcel taken before and after the abatement.

1.3.4 An authorized representative of the CONTRACTOR shall meet with the DISTRICT, upon request, to discuss the progress of the project or any other issues or concerns which may arise during the term of this agreement.

1.3.5 The CONTRACTOR shall bill parcel owners that were subjected to forced abatement at not more than the following amounts:

SCHEDULE OF FEES

1. **Tractor Mowing**
 - A. Equipment move-on flat fee \$ _____
 - B. Hourly rate (Calculated from onsite start time) \$ _____
2. **Hand Labor**
 - A. Hand labor, hourly rate, (per person) includes use of string trimmers, chainsaws and or other small equipment \$ _____
3. **Debris Removal**
 - A. Dump fees include hauling, per ton
(Invoice documentation required from dumpsite) \$ _____
 - B. Chipping per hour based on 2 people
(on site, spread to no more than 6" depth) \$ _____
4. **Administrative Fee**
 - A. Per Abatement \$ _____
5. **Tree Work** (per hr, per person)
 - A. Roadway clearance (trimming to 13'6" high) \$ _____
 - B. Palm Tree/Tree removal – free falling (per tree) \$ _____
 - C. Palm Tree/Tree removal – controlled fall (per tree) \$ _____
 - D. Palm Tree/Tree removal – w/use of boom truck (per tree) \$ _____
 - E. Palm Tree/Tree removal – w/use of crane or other heavy equipment
(Per Tree) \$ _____
 - F. Palm Tree/Tree trimming – canopy (dead wood removal) free fall
(Per tree) \$ _____
 - G. Palm Tree/Tree trimming – canopy (dead wood removal)
controlled fall (Per tree) \$ _____
 - H. Palm skirting \$ _____
 - I. Pampas Grass/Invasive species removal \$ _____
6. **Miscellaneous**
 - A. Firewood, stacked per Fire Department requirements \$ _____
 - B. Firewood, removed from site \$ _____
 - C. Stump Grinding (Per tree diameter) \$ _____

The CONTRACTOR shall not change the maximum amount of such fees without prior written consent of the District.

1.3.6 Special circumstances or hazard abatements not covered in the schedule of fees may be subject to an open bid process outside of this contract. Open bid process will consist of obtaining three bids from contractors selected from the DISTRICT'S abatement contractors list.

2.0 TIMING REQUIREMENTS Time is of the essence in the performance of work under this agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing and agreed to by the CONTRACTOR and the DISTRICT. Failure by the CONTRACTOR to strictly adhere to these timing requirements may result in termination of this agreement by the DISTRICT.

2.1.0 When the CONTRACTOR receives a signed Work Authorization Order, the CONTRACTOR must start work on the forced abatement within seven (7) business days of receiving the work order unless otherwise agreed upon by the DISTRICT.

3.0 CRITERIA AND STANDARDS All work performed under this agreement shall be in accordance with all applicable DISTRICT, County, State, and Federal laws, codes, ordinances, and standards, including the attached Standard for Vegetation Clearance and Hazard Reduction. In the performance of its services, the CONTRACTOR shall use the degree of care and skill ordinarily exercised by other contractors, under similar conditions. Safety precautions shall be used in all operations including, but not limited to, spark arrestors on all internal combustion engines, a two and one-half gallon pressurized water fire extinguisher, and round point shovel on all tractors, safety shields on mowers and motorized trimmers, and proper clothing, footwear, gloves, and eye protection for laborers when required. Crew supervisors and equipment operators must be qualified, experienced, and able to communicate in the English language, or have a qualified interpreter present. Equipment, tools and vehicles used by the CONTRACTOR shall be in good mechanical condition and are subject to inspection and approval by the DISTRICT prior to acceptance. Operations may be suspended at any time should it be determined that proper safety precautions are not being taken. Precautions shall be taken so that a fire, nuisance noise, dust, and waste are not created during abatement.

4.0 COMPENSATION The CONTRACTOR shall be paid by property owners requiring forced abatement in accordance with the rates established in Section 1.3.5 of this agreement. Only after the procedures specified in this agreement have been completed, shall the CONTRACTOR submit for payment to the property owner.

4.1.1 The CONTRACTOR will notify the DISTRICT upon completion of any DISTRICT authorized forced abatement. The DISTRICT will inspect the completed abatement to ensure compliance with all applicable DISTRICT codes and standards. Upon approval of the completed work, the CONTRACTOR shall bill the owner of the property as shown on the County of San Diego Tax rolls. All billings shall be done via certified mail.

4.1.2 The Contractor must re-bill the property owner every fifteen days (15) days, until payment is received. If no payment is received within thirty (30) days, and all other methods of collection have been exhausted, the CONTRACTOR may submit to the DISTRICT for payment.

4.2.1 The DISTRICT shall not be responsible for payment of fees to the CONTRACTOR for forced abatement except as provided in Section 4.2.2 for work performed under this agreement, unless additional arrangements are made at future date.

4.2.2 Should CONTRACTOR be unable to collect an amount charged for abatement after attempt by CONTRACTOR and/or CONTRACTOR'S collection agency, CONTRACTOR after thirty (30) days, may submit invoice to the DISTRICT for payment.

4.2.3 DISTRICT shall pay CONTRACTOR within thirty (30) days of receiving an invoice. In order to process an invoice, CONTRACTOR shall provide all records/receipts that pertain to the

abatement required by the DISTRICT to include work order authorization, copies of invoices to property owner, any correspondence, and certified mail receipts.

4.2.4 DISTRICT agrees to institute procedures to impose an assessment after review of CONTRACTOR’S records; DISTRICT shall be reimbursed upon payment from the tax collectors office.

4.2.5 If at any time the CONTRACTOR receives payment from a property owner after the DISTRICT pays the CONTRACTOR for forced abatement services, the CONTRACTOR shall immediately notify the DISTRICT within two (2) business days and refund any payment made by the DISTRICT within five (5) business days.

5.0 **INDEPENDENT CONTRACTOR** The CONTRACTOR’S relationship to the DISTRICT shall be that of an independent contractor. The CONTRACTOR shall have no authority, express or implied, to act on behalf of the DISTRICT as an agent, or to bind the DISTRICT to any obligation whatsoever, unless specifically authorized by this agreement or subsequent written agreements by the DISTRICT. The CONTRACTOR shall be solely responsible for the liability and performance of any of its employees, agents or subcontractors under this agreement.

6.0 **WORKERS’ COMPENSATION** Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance prior to commencement of any work. The certification shall be in accordance with subsections 8.9 through 8.9.1 of this agreement.

8.0 **INSURANCE REQUIREMENTS**

8.1.0 The CONTRACTOR shall, throughout the duration of this agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance covering all operations of the CONTRACTOR, its agents and employees, performed in connection with this agreement, including, but not limited to, premises and automobile.

8.2.0 The contractor shall maintain the following minimum limits:

<u>General Liability</u>	
Combined single limit per occurrence	\$1,000,000
General aggregate	\$2,000,000
<u>Automobile Liability</u>	
Combined single limit per occurrence	\$1,000,000

8.3.0 All insurance companies affording coverage to the CONTRACTOR shall include the DISTRICT as “additional named insured” under their insurance policy, for all work performed in accordance with this agreement.

8.4.0 All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

8.5.0 All insurance companies affording coverage shall provide a thirty (30) day written notice to the DISTRICT should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

8.6.0 The CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and an original endorsement to the policy, in a form satisfactory to the DISTRICT'S legal counsel, concurrently with the submittal of this agreement.

8.7.0 The CONTRACTOR shall provide a substitute Certificate of Insurance and an endorsement no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by the CONTRACTOR and may subject the CONTRACTOR to suspension or termination of work under this agreement.

8.8.0 Maintenance of insurance by the CONTRACTOR as specified in this agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

8.9.0 The CONTRACTOR shall obtain and maintain WORKERS COMPENSATION insurance complying with all applicable state and federal statutes.

8.9.1 Statutory Limits: WORKERS COMPENSATION policies do not have limits but are "STATUTORY". Therefore, important items required on the certificate are 1) the policy number, 2) the effective and expiration dates, and 3) the certificate holders.

9.0 CONTRACTOR'S INDEMNIFICATION OF THE DISTRICT The CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors or others in connection with the execution of work covered by this agreement, except only for those claims arising from the sole negligence or willful misconduct of the DISTRICT, its officers, agents or employees. The CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the DISTRICT, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not. Further, the CONTRACTOR at its own expense shall, upon written request by the DISTRICT, defend any such suit or action brought against the DISTRICT, its officers, agents or employees. The CONTRACTOR'S indemnification of the DISTRICT shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

10.0 OWNERSHIP OF DOCUMENTS AND INFORMATION A copy of all documents, correspondence and data prepared, provided and/or collected as a part of work covered by this agreement shall be the property of the DISTRICT and shall be provided upon request. Further, a computer-generated copy of all information accumulated under the auspices of this agreement shall be supplied to the DISTRICT on a computer disc when requested. The CONTRACTOR may retain copies of all such materials for the purpose of documenting their participation in this agreement.

11.0 TERMINATION OF AGREEMENT. Either party may terminate this agreement upon thirty (30) day written notice to the other party.

12.0 ASSIGNMENT AND DELEGATION. This agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR'S duties be delegated without the express written consent of the DISTRICT. This does not apply to CONTRACTOR'S assignment of receivables for financing purposes. Any attempt to assign or delegate any provision of this agreement without the express written consent of the DISTRICT shall be void and of no force and effect. The DISTRICT may delegate authority in connection with this agreement, for the purposes directing the CONTRACTOR'S performance, to any member of the DISTRICT.

13.0 INTERPRETATION OF THE AGREEMENT The interpretation, validity and enforcement of this agreement shall be governed by and construed under the laws of the State of California. This agreement does not limit any other rights or remedies available to the DISTRICT. The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws, whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are severable. The Fire Marshal, under the authority of the DISTRICT and the Fire Chief, shall be the DISTRICT'S authorized representative in the interpretation and enforcement of all provisions of this agreement.

14.0 AGREEMENT MODIFICATION. This agreement may not be modified orally or in any manner other than by an agreement in writing, signed by the parties hereto.

15.0 DISPUTE RESOLUTION. No suit shall be brought on this agreement unless all statutory claims filing requirements have been met.

16.0 NOTICES. All notices, demands, requests, consents or other communications which this agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO DISTRICT:

**Rancho Santa Fe Fire Protection District
Attn: Conor Lenehan
P.O. Box 410
Rancho Santa Fe, CA 92067
(858) 756-5971
(858) 756-4799 (fax)**

TO CONTRACTOR:

16.1.0 Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (I) actual receipt at the offices of the party to whom the communication is sent, as designated above, or (II) three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

17.0 AGREEMENT PERIOD The term of this agreement shall be from the date of execution for a period of one year. Unless otherwise extended or terminated as provided herein, this agreement will

be sent out to bid an annual basis. Under emergency circumstances, this contract may be extended by two (2) years, in one-year increments, by mutual agreement of both parties.

18.0 ATTACHMENTS This agreement utilizes the following DISTRICT Ordinances, Standards and documents. Attachments are for CONTRACTORS reference ONLY.

Attachment A	Fire District Ordinance 2022-02
Attachment B	1st Violation Notice
Attachment C	A Final Violation Notice
Attachment D	Notice to Abate Hazard Signage
Attachment E	Plant & Landscape Guide
Attachment F	13'6" Roadway Vertical Clearance Diagram
Attachment G	Palm Tree Policy

19.0 SIGNATURES The individuals executing this agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this agreement on behalf of the respective legal entities of the CONTRACTOR and the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the last to execute the Agreement.

DISTRICT:

Rancho Santa Fe Fire Protection District,

a California limited partnership

By : _____
Name: _____
Its: _____

Dated: _____

CONTRACTOR:

_____,

a California _____

By: _____
Name: _____
Its: _____

License No. _____
Fed EIN: _____

Agent for service of process:

Dated: _____