

**CITY OF HOLLISTER
SERVICES AGREEMENT
FOR
WEED AND BRUSH ABATEMENT SERVICES**

This services agreement (“Agreement”) is made and entered into effective May 20, 2025 (the “Effective Date”), by and between the City of Hollister (“City”) and Long’s Custom Discing (“Contractor” and together with City, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide weed and brush abatement services to City (collectively, the “Basic Services”) (as further described in *Exhibit A* to this Agreement). Contractor shall provide services other than Basic Services (i.e., “Additional Services”) if directed in writing by City to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by weed and brush abatement professionals specially qualified to provide the services required by the City.

2. **Term.** The term of this agreement shall be for three (3) years with the option of two (2) one-year extensions (“Term”), should both parties agree by signed amendment, except as otherwise stated in Section 4 below. Contractor shall complete the Services within the Term. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by City, City shall be under no further obligation to Contractor, monetarily or otherwise, and City may proceed with the work in any manner City deems proper.

3. **Contractor Qualifications.** Contractor represents and warrants to City that Contractor, and all of Contractor’s employees, agents, or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, City may terminate this Agreement at any time by giving written notice to Contractor if: (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes City to potential liability or may cause an increase in City’s insurance premiums; (3) Contractor is adjudged as bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; or (5) a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

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5. **Payment of Fees for Services.** City agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for any Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by City to Contractor for Services under the Agreement shall not exceed Eight Thousand Dollars (\$8,000.00), for the first three (3) years of the contract. If Parties exercise the option to extend the contract, annual fees will not exceed Eight Thousand Dollars (\$8,000) per year for the additional two (2) years. Contractor shall perform all Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. City agrees to make payment for Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that City reasonably requests. Contractor shall not submit its invoices to City more frequently than monthly. Contractor will not be compensated for any Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless City and its agents, representatives, officers, consultants, employees, and City Council (collectively, the "City Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, for injury to or death of persons, damage to property, or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services, and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, City shall not be responsible for any damages to persons or property as a result of the use, misuse, or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented, or loaned to Contractor or the Contractor Parties by City. Furthermore, City may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to City and subject to City's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$2,000,000 each occurrence and four million dollars (\$4,000,000) in the aggregate; (ii) commercial automobile liability insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by City. All insurance policies shall include an endorsement stating that City and City Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City. If such a notice is not given or even if City receives a notice, City may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by City and shall waive all rights of subrogation against City and/or the City Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of City in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for City, which are outside the usual course of City's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of City, and are not entitled to benefits of any kind or nature normally provided to employees of City and/or to which City's employees are normally entitled.

10. **Taxes.** All payments made by City to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. City will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Confidential Information.** All City information disclosed to Contractor during the course of performance of Services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by City or required by law.

12. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit C* shall provide the services set forth herein and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on this project without first obtaining the written approval of the City Manager.

13. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of City. Subject to the foregoing, this Agreement shall be binding on the heirs, executors,

administrators, successors, and assigns of the respective Parties.

14. **Conflict of Interest.** Contractor warrants that neither Contractor, nor any of its employees, agents, or subcontractors, has an actual or potential conflict of interest with the City in respect to the Services to be performed under this Agreement for the City. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the City.

15. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the Parties and approval of it by the City Council, City shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the City. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the City Council.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Benito subject to transfer of venue under applicable state law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the City.

19. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the Party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

20. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. **Subcontractors.** If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to City for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to California Labor Code sections 1777.1 or 1777.7.

22. **Prevailing Wage.** The project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the state of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has

determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Agreement. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the City's principal office. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed on this project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the City shall forfeit not more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on this project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked, and occupations of all laborers, workers, and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the City, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. Contractor and subcontractor shall comply with Labor Code section 1776.

The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over twenty-five thousand dollars (\$25,000.00), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by division 2, part 7, chapter 1 (§§ 1720 et seq.) of the Labor Code. For all projects over twenty-five thousand dollars (\$25,000.00), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by division 2, part 7, chapter 1 (§§ 1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code, section 1725.5 to perform public works.

23. Working Hours. In accordance with the provisions of sections 1810 to 1815, inclusive, of the Labor Code of the state of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a subcontractor doing or contracting to do any part of the work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every subcontractor shall keep

an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the City and the Division of Labor Standards Enforcement. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

24. Apprentices. The Contractor agrees to comply with chapter 1, part 7, division 2, sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

25. Contractor's License, Registration and Compliance. In accordance with section 3300 of the Public Contract Code, Contractor has a Class "[A and C27]" license which shall be maintained in good standing for the duration of Contractor's work pursuant to the Agreement. Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City shall not enter into any contract without proof of the Contractor's current registration to perform public works under Labor Code section 1725.5. The Contractor shall not enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by division 2, part 7, chapter 1 (§§ 1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public works.

26. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

27. Attorneys' Fees. If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

28. Liability of City. Notwithstanding anything stated herein to the contrary, City shall not be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits in connection with this Agreement.

29. Time. Time is of the essence for performance of the Services under this Agreement.

30. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

31. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to City for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

32. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

33. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

34. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

35. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

36. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

37. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other Party, demand mediation of any dispute. The Parties shall endeavor to include any third-party claimant in the mediation. The Parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the Parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

38. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to an Iran Contract Act certification (Public Contract Code, § 2204). If a form is necessary, Contractor shall use the City's versions of these forms, which the City shall make available upon request.

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CITY OF HOLLISTER

CONTRACTOR:

Long's Custom Discing

By: _____
Name: _____
Title: _____

By: Robert Long
Name: Robert Long
Title: Operations Manager

Address for City Notices:

Address for Contractor Notices:

Long's Custom Discing Inc
PO Box 92
Moffett Field, CA 94035-0092

EXHIBIT A

Scope of Services

Scope of Work

To supply all labor, materials, and equipment necessary to remove weeds, brush and other debris as designated by the City of Hollister Fire Department.

The parcels of land will be specified by the Fire Department.

The abatement of weeds will be done by discing or most efficient means for specified parcel.

All parcels shall be evaluated by the Contractor prior to abatement services for obstacles and obstructions such as pipes, abandoned septic tanks, etc.

Work will be started on specific parcels and in order of priority and public nuisance according to fire and health hazards as determined by the City of Hollister Fire Department.

This contract shall be non-exclusive, and the City of Hollister expressly reserves the right to contract with other contractors to remove weeds and/or refuse under special assignment proceedings or otherwise if required.

Location

The property upon which abatement work shall be done consists of streets, parkways, sidewalks, parks, commercial or private property, vacant or otherwise, upon which weeds or refuse have become a nuisance.

Contractor shall coordinate with the City of Hollister Fire Department on location(s) and date(s) of requested abatement.

Maps and locations will be furnished at the time of assignment.

It will be the intent of the Fire Department to combine, whenever possible, work locations which are in close proximity to each other.

Notification Procedure

Property owners will be notified by the City that they will have to abate their property. The Contractor will be notified as well in preparation for abatement procedures if property owners fail to do so.

The City of Hollister Fire Department will inspect all parcels in a specified area and give the Contractor a written list of parcels in that area which the Contractor is to abate and the approved date to start work.

No work shall be done on any parcel unless this notice is given.

The approval to start work on specified parcel is automatically canceled if work is not started within five (5) days of the approved start date.

No payment will be made for abatement work on any parcel unless the above conditions are met.

Discing

Discs shall be set at an angle sufficient to cut the sod growth loose and turn the existing growth under and each discing shall destroy and bury the growth of weeds existing at that time.

Discing equipment shall be operated so as not to break or damage concrete sidewalks, or other public improvements. Equipment shall be suitable to accomplish the discing as specified. Each discing shall leave the parcel clean and reasonably smooth.

In some cases, lots may require two (2) discings. Unless otherwise specified, the second discing shall not occur before thirty (30) days have elapsed from the date of the first discing and shall be approved by the city of Hollister Fire Department prior to work.

Mowing

Mowing of lots may be allowed as an alternate method of abatement of weeds on certain lots, however, mowing will not be allowed where firebreaks are required. All mowing methods must be approved by the City of Hollister Fire Department prior to abatement.

Note: The City of Hollister Fire Department shall reserve the right to determine acceptable methods of abatement to comply with City Ordinances and other methods as defined herein. The Contractor shall also be required to cut fire breaks where required.

Equipment

The Contractor shall provide adequate equipment suitable to meet the requirements of this contract and shall be approved by the City of Hollister Fire Department.

Debris Removal

The Contractor shall be responsible for the removal and disposal of all debris/refuse that will prevent discing and/or mowing each lot designated for abatement services. Large amounts of debris/refuse and /or unknown materials will be immediately brought to the attention of the City Fire Department prior to removal.

If locations require trimming of tree branches, all debris may be chipped and left on site upon approval of the City of Hollister Fire Department.

EXHIBIT B

Hourly Rates

2025 Discing Rates:

< 1 acre \$300/acre

> 1 acre \$250/acre

2025 Handwork Rates:

\$85/hour per worker

2026 Discing Rates:

< 1 acre \$315/acre

> 1 acre \$262.50/acre

2026 Handwork Rates:

\$89.25/hour per worker

2027 Discing Rates:

< 1 acre \$330.75/acre

> 1 acre \$275.63/acre

2027 Handwork Rates:

\$93.71/hour per worker

2028 Discing Rates:

< 1 acre \$347.29/acre

> 1 acre \$289.41/acre

2028 Handwork Rates:

\$98.40/hour per worker

2029 Discing Rates:

< 1 acre \$364.65/acre

> 1 acre \$303.88/acre

2029 Handwork Rates:

\$103.32/hour per worker

EXHIBIT C

PROJECT STAFF

NAME

TITLE

Robert Long	Tractor Operator
Austin Long	Tractor Operator
Jaime Topete	Hand Worker
Eduardo Betancourt	Hand Worker
Fernando Betancourt	Hand Worker