



**County of Solano
Standard Performance Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Customer named below:

Solano County Office of Education
 CUSTOMER'S NAME

2. The Term of this Contract is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Contract is: \$192,000 per fiscal year

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2017.

<u>CUSTOMER</u>	<u>COUNTY OF SOLANO</u>
Solano County Office of Education CUSTOMER'S NAME	 AUTHORIZED SIGNATURE
 SIGNATURE	County Administrator TITLE
Tommy Welch Associate Superintendent, Administrative Services and Operations PRINTED NAME AND TITLE	675 Texas St., Ste. 6500 ADDRESS
5100 Business Center Drive ADDRESS	Fairfield, CA 94533
Fairfield California 94534 CITY STATE ZIP CODE	CITY STATE ZIP CODE
	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. County shall provide rental vehicles to Customer upon request in accordance with the terms of this Contract.
2. Replacement of all light vehicles on a 9-year cycle at Customer request. Replacement intervals are established by Customer request without regard to vehicle usage.
3. Standard vehicle preventive maintenance at 6,000-mile intervals. Service also includes safety inspections.
4. Provide all non-accident and non-vandalism vehicle repairs. County will endeavor to meet its goal of service completion within one day for preventive maintenance and most repairs with the exception of major repairs, body damage, or factory warranty repairs.
5. County does not guarantee availability but will endeavor to provide loaner vehicles when rental vehicles are out of service. The charge for loaner vehicles is only for miles traveled.
6. Towing of County provided cars to the nearest County or County approved repair facility, except in the case of vandalism or accident damage.
7. Make available vehicle washing and cleaning at reasonable intervals as determined by the County. Customer can utilize automatic vehicle washing at two sites in Fairfield, one site in Vacaville, and one site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Customer may hand-wash and vacuum the interior of large vehicles.
8. Daily and short-term rental vehicles from Solano County motor pool upon request when available.
9. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
10. Monthly billing and management of maintenance records.
11. Maintenance of other Customer owned equipment on a time and materials basis as provided in Exhibit B. Mobile servicing and repair of heavy equipment is also available on a limited basis.

B. CUSTOMER SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. All vandalism and accident repairs to County owned vehicles.
2. Replacement cost shortfall for total loss vehicles when class life replacement interval as established by Customer has not been reached.
3. Towing of County provided vehicles to the nearest County or County approved repair facility for vandalism and accident repairs.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES

SOLANO COUNTY OFFICE OF EDUCATION
FY 2017/18 VEHICLE RENTAL RATES

MONTHLY RENTALS*

<u>VEHICLE CLASS-TYPE</u>	<u>MONTHLY RATE</u>	<u>MILEAGE RATE *</u>
O1C-COMPACT CAR	\$288.00	\$0.15
O2C-INTERMEDIATE CAR	\$310.00	\$0.17
O3C-FULL SIZE CAR	\$386.00	\$0.22
O9C-MINIVAN	\$329.00	\$0.19
10C-FULL SIZE VAN	\$356.00	\$0.24

Does not include fuel. Fuel price will vary and will be billed monthly as it is dispensed due to recent fuel price instability.

DAILY RENTALS

<u>VEHICLE TYPE</u>	<u>DAILY RATE</u>	<u>MILEAGE RATE</u>
O1-COMPACT	\$32.00	\$0.38
O2-INTERMEDIATE	\$36.00	\$0.41
O3-FULL SIZE	\$46.00	\$0.51
O5-COMPACT TRUCK	\$36.00	\$0.41
O6-1/2 TON TRUCK	\$38.00	\$0.45
O7-3/4 TON TRUCK	\$40.00	\$0.52
O8-4X4/SUV	\$57.00	\$0.54
O9-MINIVAN	\$40.00	\$0.52
10-FULL SIZE VAN	\$42.00	\$0.57
11-ONE TON TRUCK	\$45.00	\$0.57

2. METHOD OF PAYMENT

- A. Rental rates and additional work per subsection (F) will be set for one-year periods commencing on July 1 of each succeeding fiscal year (“new rates”). New rates will be reported to Customer by February of each year. Customer shall have until March 31 of each year to object to the new rates. In the event Customer timely objects to the new rates, then County and Customer shall attempt to negotiate mutually agreeable new rates which shall become effective when executed by both parties as an amendment to this Contract. If Customer fails to make a timely objection, then Customer and the County agree that the new rates shall be automatically deemed a part of this contract.
- B. Monthly billings to Customer are a combination of the monthly rate and the mileage rate per mile driven each month.
- C. Fleet Management shall send mileage reports to Customer on or about the 25th of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings or the last mileage readings recorded in vehicle maintenance repair orders or at an automated County fuel site shall be used to determine the miles driven each month. Fleet Management shall use the most up-to-date of these three readings when billing.
- D. Mileage reports shall be returned to Fleet Management before the end of each month. Month end closing is the first business day of the month.
- E. Fleet Management shall submit a monthly bill in arrears for fees to Customer for all expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, vehicles involved, dates of service and the accrued charges.
- F. Additional work per Customer’s request is billed at shop labor rate of \$100.00 per hour for fiscal year 2017-18. Materials for additional work are billed at County cost plus 20% handling.
- G. Upon receipt of the County’s monthly billing, Customer shall remit payment to the County within 30 days.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

Time is of the essence in all terms and conditions of this Contract.

2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other.

3. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

4. WARRANTY

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

5. DEFAULT

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

6. INDEMNIFICATION

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

7. INSURANCE

A. Without limiting Customer's obligation to indemnify County, Customer must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Contract and the results of that performance by Customer, Customer's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Customer must maintain limits no less than:

- | | | |
|---|---|--|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Customer maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Customer.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Customer must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Customer; and with respect to liability arising out of work or operations performed by or on behalf of Customer including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Customer's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Customer's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Customer's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Customer agrees that notice of cancellation will be delivered in accordance with the policy provisions.

G. Waiver of Subrogation

(1) Customer agrees to waive subrogation which any insurer of Customer may acquire from Customer by virtue of the payment of any loss. Customer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Customer, its employees, agents and contractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than - A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Customer must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. INDEPENDENT CUSTOMER

A. The parties mutually understand that this Contract is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.

C. County may provide services to others during the same period County provides service to Customer under this Contract.

9. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

10. CONFLICT OF INTEREST

Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

11. INSPECTION AND AUDIT

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

12. NONDISCRIMINATION

A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

13. UNFORESEEN CIRCUMSTANCES

County is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond County's reasonable control, provided County gives written notice to Customer of the cause of the delay within 10 days of the start of the delay.

14. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

15. CHANGES AND AMENDMENTS

A. Customer may request changes in County's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of County's compensation, shall be effective when incorporated in written amendments to this Contract.

B. Either party desiring a revision to the Contract shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

16. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

17. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

18. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

19. ENTIRE AGREEMENT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Customer other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2020, this Agreement shall be automatically extended from July 1, 2020 through September 30, 2020 to allow for continuation of services and sufficient time to complete a novation or renewal contract.