

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

LDV, Inc

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

retrofit an existing County van to create a mobile office to be used to support outreach and enrollment for the County of Monterey Department of Social Services.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 189,388.00

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 13, 2024 to February 28, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

~~3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for a list of Exhibits

LDV, Inc. Retrofit Van
5010--449 FY 2024-25

DS
kp
Initial
Contractor
RWF
County

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

DS
 LP
 Contractor
 Initial
 RWF
 County

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, Director	Mary Lynch, Vice President
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	180 Industrial Dr., Burlington, WI 53105
Address	Address
831-755-4430	262-757-2474
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By:

Contracts/Purchasing Officer

Date:

Signed by:

By:

Roderick W. Franks
 Department Head (if applicable)

Date:

8/14/2024 | 9:52 AM PDT

Approved as to Form
 Office of the County Counsel¹
 Susan K. Blitch, County Counsel

By:

DocuSigned by:

Anne Brennon
 County Counsel

Date:

7/24/2024 | 1:13 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:

By:

Jennifer Forsyth
 Auditor/Controller

Date:

7/24/2024 | 2:02 PM PDT

Approved as to Liability Provisions
 Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

CONTRACTOR

LDV, Inc.

Contractor/Business Name *

By:

DocuSigned by:

Kurt Petrie
 (Signature of Chair, President, or Vice-President)
 Kurt Petrie

Name and Title

Date: 7/24/2024 | 1:49 PM CDT

By:

DocuSigned by:

Mary Lynch
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or
 Asst. Treasurer)

Mary Lynch

Name and Title

Date: 7/24/2024 | 11:52 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

LDV, Inc. Retrofit Van
 5010--449 FY 2024-25

LIST OF EXHIBITS

LDV, Inc. Retrofit Van

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Proposal/Budget
Exhibit C	Graphic Design Branding
Exhibit D	Schematic
Exhibit E	Sample Invoice
Exhibit F	Modification to Standard Agreement

SCOPE OF SERVICES/PAYMENT PROVISIONS**LDV, INC.**

- I. FUNDING: \$188,388**
- II. CONTRACT TERM: August 13, 2024 to February 28, 2025**
- III. CONTACT INFORMATION**

Contractor Contact: Jeff Mrnak
SSV Sales Specialist
LDV Inc.
Direct: 262-757-2455
Mobile/Text: 262-206-9297
800-558-5986
jmrnak@ldvusa.com
<https://www.ldvusa.com>

County Contract Manager: Joshua Eisenberg
Management Analyst II
Department of Social Services
1000 S Main St
Salinas CA 93901
(831)755-4411
eisenbergjh@co.monterey.ca.us

IV. DESCRIPTION OF SERVICES

CONTRACTOR shall retrofit County owned 2023 RAM 3500 Promaster Cargo 159" W.B Ext-High Roof van to create a mobile outreach vehicle. Vendor will pick up and upon completion of agreed upon work drive the vehicle back to Monterey County. Upon delivery an LDV representative will provide up to four (4) hours of orientation on LDV provided systems. Work shall commence August 13, 2024, and vehicle will be returned to Monterey County by February 28, 2025.

V. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall upgrade van to County specifications:
CONTRACTOR shall:

1. Pick and then deliver the vehicle back to Monterey County, Fleet Services located at 855 East Laurel Dr., Bldg. A, Salinas, CA 93905, Phone (831) 755-4949, after the completion of the agreed upon scope of work.
2. Complete work to specifications shown in **Exhibit B, Exhibit C and Exhibit D.**

EXHIBIT A

3. After agreement signing, set up meeting with County staff for final discussion to review work specifications prior to commencing work. Prior to commencing work, a new Schematic, **Exhibit D** will be agreed upon.
4. Project Progress and Design Specifications check in:
After second month of contract, LDV will send weekly photos with details updating County about Fabrication, wiring, and branding updates.

VI. COUNTY RESPONSIBILITIES

COUNTY shall:

1. Schedule and make available IT, Fiscal, and Operations Staff to attend final meeting to review work specifications prior to commencing work.
2. Collaborate with CONTRACTOR to implement the project.
3. Acknowledge Weekly Project Progress and Design Specifications check ins.

VI. INVOICE/PAYMENT PROVISIONS

CONTRACTOR shall invoice at signing and completion of the job per **Exhibit B**. Invoice will be submitted on the invoice template provided in **Exhibit E**, not to exceed the following payment summary.

PAYMENT SUMMARY

Calendar Year	Product	Total Cost
August 2024	Upgrades to 2023 RAM 3500 Promaster Cargo 159	\$177,852.00
August 2024	Pick up the vehicle from Monterey County (CA): 855 East Laurel Dr., Bldg. A, Salinas, CA 93905 to Burlington (WI)	\$5,768.00
February 2025	Drive back the vehicle from Burlington (WI) to Monterey County (CA): 855 East Laurel Dr., Bldg. A, Salinas, CA 93905	\$5,768.00
February 2025	Total with Delivery	\$189,388.00

CONTRACTOR shall submit invoices to County no later than the 10th day of the month following the end of the month during which services were completed.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred eighty-nine thousand three hundred eighty-eight dollars (\$189,388)** per **Exhibit B, Budget**.

Invoice shall be mailed to:

Joshua Eisenberg
Monterey County Department of Social Services
Department of Social Services
Community Benefits Branch
Phone: (831) 755-4411

eisenbergjh@countyofmonterey.gov

After review invoices will be forwarded to
Accounts Payable
1000 S. Main Street, Suite 306
Salinas, CA 93901
501-MCDSSAccountsPayable@co.monterey.ca.us

(Remainder of this page intentionally left blank)

**PRELIMINARY
SPECIFICATIONS FOR:**

MONTEREY CO (CA)
MOBILE OUTREACH

LDV PROPOSAL # P22ORC-35839-23

April 17, 2024 REV 2

~~March 28, 2024 REV1~~

~~FEBRUARY 14, 2024~~



180 Industrial Drive
Burlington, WI 53105 USA
Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

TABLE OF CONTENTS

PRICING PAGE3

Delivery3

CHASSIS4

BODY4

PAINT / GRAPHICS4

DRIVER / PASSENGER CAB AREA4

WALLS, CEILING AND FLOOR:4

SEATING5

CABINETS5

HVAC SYSTEM6

AC ELECTRICAL SYSTEM6

DC ELECTRICAL SYSTEM7

COMPUTER NETWORK AND EQUIPMENT7

MISCELLANEOUS ELECTRONICS8

MISCELLANEOUS OTHER8



180 Industrial Drive
Burlington, WI 53105 USA
Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

PRICING PAGE:

Total price per unit as specified, FOB Origin
Materials
Labor

\$106,711.00
\$71,141.00

Total price per unit	\$177,852.00
-----------------------------	---------------------

Delivery terms: 120 days from receipt of chassis

~~Payment Terms: 50% down payment, 50% net 30.~~

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.

Delivery:

LDV to Pick up the vehicle from Monterey (CA) to Burlington, (WI): **\$5,768.00**

LDV will drive back the vehicle from Burlington (WI) to Monterey, (CA): **\$5,768.00**

Total with Delivery: \$ 189,388.00



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
1.00		<u>CHASSIS:</u>
1.01	1	Customer Supplied 2023 RAM 3500 Promaster Cargo 159" W.B Ext-High Roof, Color: White GVWR 9350, Curb 4,923
1.02	1	Install chassis idle bump kit
1.03	1	Federal Signal Back-up alarm model 210331.
2.00		<u>BODY:</u>
2.01	1	Braun UVL Series NUVL603C wheelchair lift with handheld controller and manual backup. <ul style="list-style-type: none"> • 31 Inch By 48 Inch Usable Platform • 500 Pounds Loading Capacity • 12V DC • FMVSS 403/404 Compliant, ADA Compliant, and Commercial NTHSA Compliant.
2.02	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.
3.00		<u>PAINT / GRAPHICS:</u>
3.01	1	Graphic Wrap
4.00		<u>INDEPENDENCE ONYX INTERIOR:</u> <ul style="list-style-type: none"> • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: Silver Mist • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: #WH1-2140 Whisper Black • Cabinets: #EBT-2-2002 Black Powder Coated Aluminum available in RAL-7035 Grey on request or Natural Finish Oak (refer to Cabinet Section for material detail) • Counters and Tables: #4880-38 Carbon Mesh Laminate or #9091-ML Midnight Melange Solid Surface (refer to Cabinet Section for material detail) <p>Note: Manufacturer reserves the right to substitute equivalent materials.</p>
5.00		<u>DRIVER / PASSENGER CAB AREA:</u>
5.01		Cab Area Additions: <ul style="list-style-type: none"> • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
5.02		Stelletek Pro-Master window covers with polartec powerfill 200 insulation: <ul style="list-style-type: none"> • One (1) front windshield cover • One (1) pair driver/passenger window covers <p>NOTE: Color: interior Slate Gray and exterior Black</p>
6.00		<u>WALLS, CEILING AND FLOOR:</u>
6.01		Insulate walls with fiberglass. Cover interior body with plywood sub wall.
6.02		Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
6.03		Insulate ceiling with fiberglass insulation. Cover interior roof supports with plywood sub ceiling.



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
6.04		Cover sub ceiling with Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Ceiling covering shall be a continuous piece front to back, no seams acceptable.
6.05		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
6.06		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
6.07		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
6.08	2	Custom lengths of VersaTie VT-Track-3 (Airline type track) Surface mounted. NOTE: Curb side 2 equal rows of Versatie track.
6.09	10	VersaTie VT-2000 heavy-duty double stud tie down rings
6.10	1	Double door sliding FRP covered pocket door installed on heavy-duty aluminum tracks with two (2) four-wheel roller trucks each. Pocket door shall have recessed handles and have a 32" wide opening for wheel chair access.
6.11		All bulkheads shall be covered with Kemlite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.00		<u>SEATING:</u>
7.01	2	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height.
7.02	2	Securement strap with buckle installed under counter to secure office chair.
7.03		Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.
7.04		Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.
7.05		<u>BENCH SEAT REQUIREMENTS:</u> <ul style="list-style-type: none"> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
8.00		<u>CABINETS:</u>
8.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports.
8.02		Aluminum overhead 1 door cabinet



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
8.03		Radius edging incorporated as design permits.
8.04	2	Dry erase writing surface on overhead cabinet door.
8.05	2	Key lock on overhead cabinet door.
8.06		Aluminum printer cabinet w/ printer slide out and 2 doors.
8.07		Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
8.08	1	120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in cabinet as shown on drawing.
9.00		<u>HVAC SYSTEM:</u>
9.01	1	Low profile air conditioner with thermostat. Includes: <ul style="list-style-type: none"> • 15,000 nominal Btu/hr air conditioner with condensation drains. • Grille Assembly with 6,000 Btu/hr heat strip • Wall mounted thermostat
9.02	1	Duct air conditioner through pocket door header with surface mounted duct. Duct to be covered with ceiling fabric.
10.00		<u>AC ELECTRICAL SYSTEM:</u>
10.01	1	30A 120/240Vac control panel with six (6) AC UL listed magnetic/hydraulic branch circuit breakers, each with an LED indicator, One 30A main breaker with shore power reverse polarity indicator plus five breakers for branch circuits.
10.02	1	Marinco 30A-125Vac waterproof shore power inlet, 50-ft. 30A-125Vac shore power cord, 6-ft. 30A-125Vac pigtail.
10.03	2	20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment. NOTE: (1) at workstation #1, (1) at workstation #2
10.04	1	20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment. NOTE: (1) Curb side electrics rack
10.05	1	Outback Inverter/Converter VFX2812M (or current model) 2800 watt 12Vdc 125Amp charger. Includes MATE2M Display & Controller, RTS Temp Sensor and Breaker Panel. Product features: <ul style="list-style-type: none"> • Produces true sinewave AC electricity for stand-alone or backup power needs. • Automatic switching between AC power sources is seamless due to an AC transfer switch that reacts in less than 16 milliseconds. • Unique networked communication is built into all OutBack products providing complete integration. • Product is a DC to AC sinewave inverter, battery charger and AC transfer switch housed within a tough die-cast aluminum chassis.
10.06	1	<u>120/240VAC WIRING REQUIREMENTS:</u> <ul style="list-style-type: none"> • All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. . • All 120/240Vac branch circuit wiring shall be boat cable (AWG 12 minimum). • All electrical circuits and appliances shall conform to applicable national electrical codes.



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
11.00		<u>DC ELECTRICAL SYSTEM:</u>
11.01	8	6V Deep Cycle Glass Mat Batteries mounted in the interior.
11.02	1	12Vdc control panel with four (4) UL listed magnetic/hydraulic circuit breakers with red LED indicators.
11.03	1	Dual Auxiliary Battery Disconnect System. Enables auxiliary battery disconnect to be activated from cab or load space area.
11.04	8	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation.
11.05	4	Whelen PEL2C LED light with chrome housing.
11.06		<u>12VDC WIRING REQUIREMENTS:</u> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
12.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
12.01	3	RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: Direct wired to cradle point modem to provide wired and wireless network. (1) at each workstation [Qty.2] (1) Printer



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
12.02	1	Leviton 69586-U12 (or current model) 12-port Cat6 rack mount patch panel.
12.03	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.
12.04	1	Router, Cisco Catalyst C8200-1N-4T (1) cco-dna-c-t2-e-3y router license, cisco dna essentials cloud lic 3y - upto 1g (aggr 2g) (1) cco-svs-cstl1-t2-e3y router license, success track l1 - dna essentials cloud lic t2 3y (1) cco-con-l1nbd-c82001n4 router smartnet, cx level 1 8x5xnbdc cisco catalyst C8200
12.05	1	Pre-wire and make installation provisions for customer supplied printer/copier/scanner.
12.06	1	Cradlepoint R1900 cellular router with WiFi (5G Modem) and 1-year NetCloud Mobile Performance Essentials Plan.
12.07	1	Cradlepoint RX30 Managed Accessory MB-RX30-MC Switch and MC400-1200M modular modem for R1900 Mobile Router (2 nd Modem). Features: • Ruggedized 4-port GbE • MC400 modem for expansion slot • 6-pin (2x3) Molex Micro-fit External Power Connector
12.08	1	Cellular modem antenna with GNSS. Airgain CENTURION Next High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell, Black.
12.09	1	Cellular modem antenna. Airgain CENTURION Next High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell, Black.
13.00		<u>MISCELLANEOUS ELECTRONICS:</u>
13.01	1	6-8 space rack enclosure. NOTE: Rack mounted curb side above printer cabinet. 1. Cisco switch 2. Patch panel 3. Cellular modem with 2nd modem
14.00		<u>MISCELLANEOUS OTHER:</u>
14.01	1	Carefree Freedom motorized retractable lateral arm awning. NOTE: Case color: White, Fabric: Grey
14.02	1	5 pound dry chemical fire extinguisher.
14.03	2	Battery powered combination Carbon Monoxide and Smoke alarm.
14.04	1	Complete manual set, including the following (as applicable): • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram.



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
		<ul style="list-style-type: none"> • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
14.05	1	<p>TRAINING. An LDV representative will provide up to four (4) hours of orientation on LDV provided systems, as applicable:</p> <ul style="list-style-type: none"> • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming DVR's, TV's, etc. • Alarm operation • Awning operation
14.06		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
14.07		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p> <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>

Graphic Wrap Design Branding
LDV, INC.

August 13, 2024 – February 28, 2025

Department of Social Services
Vehicle Wraps

These mockups will be used as guidance to design the vehicle wraps.
A proof showing all sides of the vehicle will be submitted to County of Monterey Department of Social Services to approve prior to fabrication. DSS acknowledges the wrap will be altered to fit the contours of the vehicle. Design will respect DSS and BenefitsCal logos and brand guidelines.



Figure 1 Mockup using <https://www.wrapture.com/design-your-own>

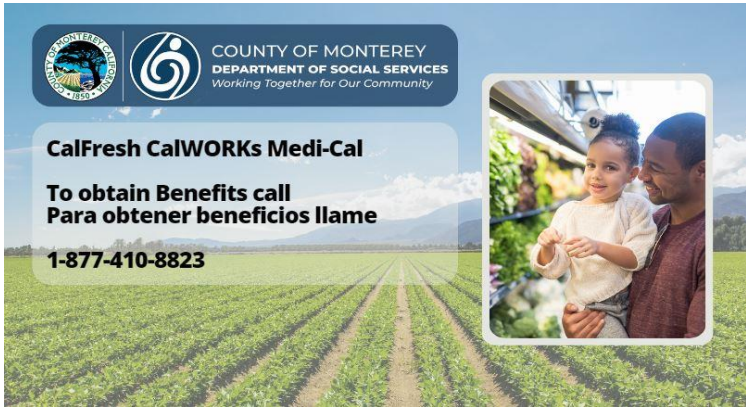
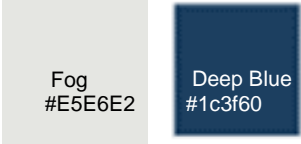


Figure 2 Canva slide showing true colors.







Wrap specifications.

Text Font	Montserrat or Open Sans
Background image	57% transparent
Shape behind Cobrand logo	77% transparent, color Deep Blue #1c3f60
Shape Behind CalFresh Logo	77% transparent, color Deep Blue #1c3f60
Shape behind Verbiage	40% Transparent, Color Fog #e5e6e2
Frame behind inset image	Color Fog #e5e6e2
Photo of people in grocery store	Licensed from iStock
Background photo	Licensed from iStock






Colors used in DSS provided mockup.



Full DSS Color palette

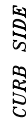
#1C3F60	#3E829A	#96B7C8	#5C4 E4E	#E5E6E2	#ffffff
					

DSS will provide LDV Vector or highest possible resolution images of wrap components.

1. Background image	
2. Inset image	
3. County cobranded logo with Social Services and white tagline (per mockup) Black shown here as example.	<div><div>COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES <i>Working Together for Our Community</i></div></div>
4. BenefitsCal logo	



PLAN

[illegible]

Invoice #: 05152024
Invoice Date: 5/15/2024
Page: 1
Salesperson: JM/EP

County of Monterey
1000 S Main Street
Salinas, CA 93901

Ship to:

INVOICE

Order #	Order Date	Shipment #	Ship Date	Customer #	FOB	Ship Via
					Burlington	
Customer's Reference Number / PO Number:						
Line #	Item #	Description	UoM	Qty Shipped	Price per Unit	Extended Price
		2025 Morgan Olson				\$ 721,280.00
		vin# TBD				
		Delivery				\$ 9,566.00
		Please Note: Delivery fee only applicable if the vehicle is delivered to the location stated. If the delivery location changes, delivery fees may change accordingly.				
**Note: Invoices paid by credit card will incur a 3% transaction fee.						Total: \$ 730,846.00
Terms: Net 30						WI Sales Tax:
						Invoice Total: \$ 730,846.00

Please Remit Payment to:
LDV, Inc.
180 Industrial Dr,
Burlington, WI 53105
Attn: Accounting Dept.

Please note: All returns must have a Return Merchandise (RMA) Number.
Prior to returning goods to LDV, please call 1-800-558-5986 for an RMA number.

ALL RETURNS MUST BE MADE WITHIN 30 DAYS

Standard Agreement Modifications

3.0 TERM OF AGREEMENT:

3.02 The County shall have the right to terminate this Contract at any time at its convenience by giving the CONTRACTOR ninety (90) days written Notice of Termination for Convenience. As of the effective date of the termination, the County will be obligated to pay the CONTRACTOR the following:

If County terminates their order for convenience, County agrees to pay for the percentage of completed work, in addition to paying for any non-returnable equipment or parts ordered by CONTRACTOR which in no case shall exceed the total Purchase Order dollar amount. If the County terminates the Contract for convenience, CONTRACTOR shall, in good faith and using best efforts, market for sale all equipment and non-returnable equipment for a period of ninety (90) days from the date of said termination. CONTRACTOR shall reimburse the County, minus CONTRACTOR's actual cost for marketing/sale of equipment, the sum(s) received by CONTRACTOR in selling said equipment. This provision shall survive termination of the Contract and shall apply to equipment the County has not received or requested delivery upon termination.

7.0 TERMINATION:

7.01 The County shall have the right to terminate this Contract at any time at its convenience by giving the CONTRACTOR ninety (90) days written Notice of Termination for Convenience. As of the effective date of the termination, the County will be obligated to pay the CONTRACTOR the following:

If County terminates their order for convenience, County agrees to pay for the percentage of completed work, in addition to paying for any non-returnable equipment or parts ordered by CONTRACTOR which in no case shall exceed the total Purchase Order dollar amount. If the County terminates the Contract for convenience, CONTRACTOR shall, in good faith and using best efforts, market for sale all equipment and non-returnable equipment for a period of ninety (90) days from the date of said termination. CONTRACTOR shall reimburse the County, minus CONTRACTOR's actual costs for marketing/sale of equipment, the sum(s) received by CONTRACTOR in selling said equipment. This provision shall survive termination of the Contract and shall apply to equipment the County has not received or requested delivery of upon termination.



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-17037

- a. Approve and authorize the Director or the designee of the Department of Social Services to sign an agreement with LDV, Inc. to retrofit an existing county van as a mobile office to be used to support outreach and enrollment, including nonstandard term of agreement and termination, for the period of August 13, 2024 through February 28, 2025, in the amount of \$189,388; and
- b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% (\$18,938) of the agreement amount, and do not significantly change the scope of work, and not to exceed the maximum aggregate amount of \$208,326.

PASSED AND ADOPTED on this 13th day of August 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None


I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 13, 2024.

Dated: August 13, 2024

File ID: A 24-377

Agenda Item No.: 49

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy