



## STANDARD AGREEMENT

THIS "AGREEMENT" is made and entered into effective as of this 10<sup>th</sup> day of July, 2024 (the "EFFECTIVE DATE"), by and between Latitude Vans ("LATITUDE VANS") located at 4435 McGrath St., Unit #309, Ventura, California 93003 and County of Monterey ("CLIENT"), located at 1270 Natividad, Salinas, CA 93906, collectively the ("PARTIES").

### THE PARTIES AGREE AS FOLLOWS:

1. **Retention of LATITUDE VANS.** CLIENT hereby retains LATITUDE VANS to provide the services ("SERVICES") and surrender the deliverables ("DELIVERABLES") to CLIENT as set forth in EXHIBIT 1, by the date(s) provided in EXHIBIT 2, ("PROJECT SCHEDULE") all attached hereto. The SERVICES and the DELIVERABLES are collectively referred to as the "SCOPE OF WORK".
2. **Pricing.** All pricing will be valid for thirty (30) calendar days from the date of a written quote and shall be void after such period, unless otherwise specified. The total price for the SCOPE OF WORK shall be **\$130,074.00**. In the event of any changes, additions, or deletions to the SCOPE OF WORK after the original SCOPE OF WORK has been agreed upon, LATITUDE VANS shall have the right to adjust the original price quotation accordingly.
  - a. **Pricing Changes due to Global Events.** Due to the recent escalation of international tariffs, outside of Latitude Vans' control, and the resulting potential for extreme price increases that may occur through this volatile economic period, Latitude Vans must reserve the right to adjust material prices, even after contract award. However, any such price adjustments will be subject to a maximum cap increase of 2%. Latitude Vans will justify all additional costs and only charge the actual increased costs associated with raw materials, components and OEM equipment that are above the priced components in our original bid.
3. **Payments.** Payments for the SCOPE OF WORK to be provided to LATITUDE VANS under this AGREEMENT will be made by CLIENT in the amounts and dates specified in the payment schedule ("PAYMENT SCHEDULE") described in EXHIBIT 2.
  - a. **Performance of the SCOPE OF WORK Subject to Payment.** LATITUDE VANS will begin SCOPE OF WORK upon receipt of the down payment specified in the PAYMENT SCHEDULE. CLIENT hereby acknowledges that timely payment of all amounts due hereunder is essential to enable LATITUDE VANS to complete the SCOPE OF WORK

within the agreed upon schedule. Any failure on the part of CLIENT to fulfill its payment obligations will be deemed a breach of this AGREEMENT giving LATITUDE VANS the right to (a) terminate the AGREEMENT and (b) seek compensation under the terms of this AGREEMENT.

**b. Release of DELIVERABLES upon FINAL PAYMENT.**

- i. **Release for Shipment.** Upon receipt of the final production progress payment as specified in EXHIBIT 2, all DELIVERABLES will be released to CLIENT.
- ii. **Ownership.** Notwithstanding any other provision of this AGREEMENT, LATITUDE VANS shall retain sole and exclusive ownership of any DELIVERABLE produced by LATITUDE VANS, its subcontractors and/or vendors until receipt of the final contract payment as outlined in EXHIBIT 2, ("FINAL PAYMENT"). Upon receipt of the FINAL PAYMENT ownership of the DELIVERABLE shall automatically transfer to CLIENT.
- iii. **Final Payment Due Date.** The "DUE DATE" for the FINAL PAYMENT shall be the later of:
  - 1. the date indicated in the PAYMENT SCHEDULE; or
  - 2. such final project payment date as LATITUDE VANS and CLIENT shall agree upon in writing.

4. **Storage.** Unless otherwise agreed upon between the PARTIES, LATITUDE VANS will store completed DELIVERABLES for a period of seven (7) calendar days after completion without charge to CLIENT.

**5. Client Review/Acceptance and PROJECT SCHEDULE.**

- a. **CLIENT Review.** CLIENT shall have the right to review the design and manufacturing of any DELIVERABLE within the time frame set forth in the PROJECT SCHEDULE described in EXHIBIT 2. The purpose of the reviews will be to verify design intent and expectations.
- b. **Correction of SCOPE OF WORK Prior to Acceptance.** Prior to the final date for the completion of all SCOPE OF WORK set forth in the PROJECT SCHEDULE, LATITUDE VANS shall correct all SCOPE OF WORK rejected by CLIENT, if the SCOPE OF WORK is not consistent with the agreed scope of SCOPE OF WORK, or known by LATITUDE VANS to be defective or failing to conform to the scope of SCOPE OF WORK specified under this AGREEMENT. LATITUDE VANS shall bear the costs of correcting such rejected SCOPE OF WORK.
- c. **Changes to Accepted SCOPE OF WORK/Designs.** LATITUDE VANS will not be required to re-do any SCOPE OF WORK which has been reviewed and accepted, or deemed



accepted by CLIENT, unless LATITUDE VANS is compensated for such additional SCOPE OF WORK on a time and material basis.

6. **CLIENT's Vehicle or Trailer.** The CLIENT-furnished Vehicle or other items received, processed or stored on LATITUDE VANS's premises shall be held by LATITUDE VANS at CLIENT's risk. LATITUDE VANS will use its best efforts to care for CLIENT's furnished items, and LATITUDE VANS will not be held liable for any loss of or damage to such items except where such loss is due to the gross negligence or intentional misconduct of LATITUDE VANS.
  
7. **Warranty.**
  - a. **Warranty Period.** LATITUDE VANS warrants the DELIVERABLES shall be free from manufacturing defects ("WARRANTY") for a period of six (6) months, commencing on the date of delivery to CLIENT ("WARRANTY PERIOD").
  - b. **Conditional Warranty.** The WARRANTY is conditioned upon proper use, service and application for which the DELIVERABLES were intended, and does not cover DELIVERABLES that have been modified without LATITUDE VANS's prior written approval, or that have been subject to unusual physical or electrical stress, or that have not been maintained by CLIENT in accordance with handling or operating instructions supplied by LATITUDE VANS and OEM (original equipment manufacturer) components, or that have been damaged due to accident, negligence, misuse or abuse by CLIENT or any third party. Furthermore, the WARRANTY will not extend to OEM components.
  - c. **Inspection.** If after acceptance CLIENT experiences difficulties with any DELIVERABLE, CLIENT shall immediately notify LATITUDE VANS and LATITUDE VANS shall conduct an inspection of said DELIVERABLE to determine whether any necessary repairs fall within the WARRANTY.
  - d. **Repair or Replacement of Defective OEM components.** If any of the DELIVERABLES is determined by LATITUDE VANS to be defective, LATITUDE VANS will, at its option, repair or replace said DELIVERABLE. LATITUDE VANS shall repair or replace said defective DELIVERABLE at its discretion, provided said DELIVERABLE is returned to LATITUDE VANS within the WARRANTY PERIOD.
  - e. **Original Manufacturer Equipment.** LATITUDE VANS shall not, under any circumstances, extend the WARRANTY PERIOD provided by an original equipment manufacturer whose products and/or equipment are installed into or used in association with any product manufactured by LATITUDE VANS.
  
8. **Indemnity of LATITUDE VANS.** To the fullest extent of the law, CLIENT shall defend, indemnify and hold LATITUDE VANS and its officers, directors, employees and agents harmless against any

loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings made or brought against LATITUDE VANS by: a third party alleging that CLIENT was negligent or engaged in intentional misconduct, including without limitation bodily injury, provided that such claim does not result directly from a manufacturing defect otherwise covered by the WARRANTY set forth in Section 7 hereof.

**9. Termination.**

a. Termination by LATITUDE VANS.

- i. LATITUDE VANS has the right to terminate for any reason upon ten (10) days' notice. In such event, LATITUDE VANS shall be entitled to full payment for all SCOPE OF WORK provided, produced and/or in progress through the effective date of termination, in addition to any other benefits and rights provided pursuant to this AGREEMENT.
- ii. If CLIENT is in default, LATITUDE VANS shall have the right to cease performing the SCOPE OF WORK immediately. If LATITUDE VANS notifies CLIENT that CLIENT is in default under the AGREEMENT and such default is not cured within fifteen (15) days of receipt of notice, LATITUDE VANS has the right to terminate the AGREEMENT and shall be entitled to the compensation and benefits at point of termination.

b. Termination by CLIENT.

- i. CLIENT has the right to terminate for any reason upon ten (10) days notice. LATITUDE VANS shall be entitled to the compensation and benefits of the SCOPE OF WORK and DELIVERABLES performed up to the time of termination.
- ii. If LATITUDE VANS is in default under the terms of this AGREEMENT, and LATITUDE VANS is notified of such default and does not cure the default within ten (10) days of receipt of notice thereof, LATITUDE VANS shall be entitled to the compensation and benefits of the SCOPE OF WORK and DELIVERABLES performed up to the time of termination but shall not be entitled to receive a TERMINATION SURCHARGE.

**10. Delivery of the SCOPE OF WORK.** LATITUDE VANS will use its best efforts to meet the delivery dates set forth in the Project Schedule attached to this AGREEMENT as EXHIBIT 2 subject to CLIENT's cooperation.

- a. Delivery Subject to CLIENT's Cooperation. LATITUDE VANS's obligations to satisfy the deadlines in the PROJECT SCHEDULE are specifically contingent upon the timely receipt of all payments from CLIENT. Any delays in receiving payments from CLIENT shall extend the PROJECT SCHEDULE to the extent such delays affect LATITUDE VANS's ability to perform the SCOPE OF WORK.



- b. **No Liability Due to Delays Caused by Unforeseen Causes.** LATITUDE VANS will not be liable for delays caused by any parts or equipment shortages or other causes outside its control and will notify CLIENT if, and when such conditions arise. In any event, receipt of the SCOPE OF WORK by CLIENT shall constitute a waiver of any claims for delay.

11. **Assignment.** LATITUDE VANS, reserves the right to assign or subcontract, at its discretion, any or all SCOPE OF WORK as described in this AGREEMENT.

12. **Proprietary and Confidential Information.** CLIENT agrees that any data, information and/or drawings whether or not protected by patent, copyright or otherwise, including but not limited to technical specifications, which relates to or is embodied in the DELIVERABLES or is disclosed to CLIENT by LATITUDE VANS, shall be treated by CLIENT as the proprietary information of LATITUDE VANS (the "PROPRIETARY INFORMATION") and shall not be used by CLIENT (except pursuant to this AGREEMENT), or disclosed to any third party without prior written consent of a duly authorized officer of LATITUDE VANS for a period of seven (7) years after disclosure of such trade secret(s) to CLIENT. CLIENT shall not reproduce, provide or otherwise make available any of such PROPRIETARY INFORMATION to any other parties.

13. **Use in Portfolio.** LATITUDE VANS shall have the right to produce, display and utilize photographs and or other video recordings of the SCOPE OF WORK provided to the CLIENT pursuant to this AGREEMENT and to issue press releases concerning the SCOPE OF WORK as a means of promoting LATITUDE VANS.

14. **GENERAL PROVISIONS.**

- a. **Governing Law.** This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of California, as such laws are applied to agreements between residents of California to be performed entirely within the State of California.
- b. **Jurisdiction and Venue.** Each party hereby consents to jurisdiction and venue of and in the courts of the State of California in Monterey County.
- c. **Equitable Claims.** Notwithstanding the arbitration provision in this AGREEMENT, either party shall have the right to obtain preliminary judgment on any equitable claim in any court of competent jurisdiction where such judgment is necessary to preserve property or PROPRIETARY RIGHTS under this AGREEMENT. Such judgment shall remain in effect as long as the terms of the judgment shall so provide, or until specifically superseded by action of the arbitrator(s) as provided herein.
- d. **Entire Agreement.** This AGREEMENT sets forth the entire agreement between the PARTIES pertaining to the subject matter hereof and supersedes all prior written agreements, and all prior or contemporaneous oral agreements and understandings, express or implied.
- e. **Written Modification and Waiver.** No modification to this AGREEMENT, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged,

and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default.

- f. **Severability.** If any of the provisions of this AGREEMENT are determined to be invalid or unenforceable, the remaining provisions shall be deemed severable and shall continue in full force and effect to the extent the economic benefits conferred upon the PARTIES by this AGREEMENT remain substantially unimpaired.
- g. **Counterparts.** This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. **Survival of Terms.** The terms and conditions set forth in the Sections 4 (Storage), 7 (Warranty), 8 (Indemnity), 12 (Proprietary and Confidential Information), 3b.i (Ownership), and 13 (Professional Credit), shall survive any expiration or termination of this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed and delivered this AGREEMENT effective as of the date first written above.

PRIMARY SIGNATORY:

By: \_\_\_\_\_

COUNTY COUNCIL:

DocuSigned by:

By: Stacy Saetta Stacy Saetta

C0F6E1B99F444A9... Chief Deputy County Counsel 7/1/2024 11:58 AM PDT

AUDITOR CONTROLLER:

By: \_\_\_\_\_

LATITUDE VANS:

By: James Sharits 6/28/2024

James Sharits (Owner/Proprietor)



Quote submitted to:

**County of Monterey Health Department**

Project:

**County of Monterey Health Department Mobile Office**

Date:

**June 17, 2024**

This document contains confidential, proprietary information and may also contain trade secrets considered to be the intellectual property of Latitude Vans. This information may include, but is not limited to, Latitude Vans concept descriptions and design approaches, drawings, renderings, pricing or estimates, equipment specifications, and any other supporting documents.

The information may be shared only with authorized Monterey County Health Dept staff and may not be duplicated or communicated to others in any form whatsoever without the express written permission of Latitude Vans.



June 17, 2024

VIA (E-mail) [RivasJ@co.monterey.ca.us](mailto:RivasJ@co.monterey.ca.us)

Jennifer L. Rivas  
County of Monterey  
1270 Natividad Rd.  
Salinas, CA 93906

Dear Jennifer,

We are pleased to provide this quotation for the County of Monterey Health Department mobile office van build-out.

It is our understanding that Latitude Vans is to provide services that include a complete build-out of a mobile office on a RAM ProMaster 2500, 159" wheelbase van. The following quotation outlines our complete process, design descriptions, timeframe and costs associated with the build-out.

Please note that this quotation was compiled using information supplied to Latitude Vans at the time of the request. Additional information which is received after the preparation and submittal of this quotation may alter or invalidate the project scope or pricing contained within.

Thank you for your interest in having Latitude Vans provide services for your project. Please let me know if you have any questions about this quotation at your convenience.

Best regards,  
James Sharits – Owner  
Latitude Vans



## **THE PROJECT: County of Monterey Health Department - Mobile Office-Van Customization**

### **RELEVANT EXPERIENCE**

Latitude Vans specializes in the customization of off-grid camper style vans as well as off-grid mobile offices. Our goal is to provide our customers with a multi-functional product that is built with high quality materials and a level of craftsmanship focused on the fine details. For examples of our work, please visit our website at [www.latitudevans.com](http://www.latitudevans.com)

Below are descriptions of past and current projects related to mobile offices as it pertains to this proposal:

**Customer:** Goodwill Industries of Ventura and Santa Barbara Counties

Latitude Vans was contracted by Goodwill Industries to provide customization for two (2) mobile office vans in succession. These vans were designed and built to accommodate office and desk space on the interior while also providing a covered exterior space (retractable awning) for group activities and presentations via TV monitor. These vans were both outfitted with solar power systems and Star-link Routers for self-reliance out in the field. More information on these units is available upon request.

**Customer:** Private Individual

Latitude vans is currently contracted by a private entity to provide design services and future Van customization for a mobile medical technician. This van is being designed and built to provide large employment firms with efficient means for field medical testing services.

**Customer:** County of Santa Barbara Workforce Development Board

Latitude Vans was contracted by the County of Santa Barbara Workforce Development Board to provide customization for a mobile office van. This van was designed and built to accommodate office and desk space on the interior while also providing a covered exterior space (retractable awning) for group activities and presentations via TV monitor. This van was outfitted with a solar power system and Star-link Router for self-reliance out in the field. More information on this unit is available upon request.

# **EXHIBIT 1**

## **KEY PROJECT ASSUMPTIONS**

- The Ram Promaster 2500, 159" wheelbase van will be provided by Latitude Vans and is included in this proposal as a separate line item.
- Latitude Vans is to provide a mobile office van build with the listed deliverables at a minimum:

### Interior Layout:

1. Private meeting space for CHWs and clients.
2. Comfortable seating arrangements.
3. Storage cabinets for essential materials.

### Technology Integration:

4. Power outlets for electronic devices (laptops, tablets, etc.).
5. Internet connectivity for virtual consultations.
6. Audio-visual equipment for presentations or educational sessions.
7. Solar Panels

### Workstations:

8. Desk space for paperwork and documentation.
9. Adequate lighting for work tasks.

Storage space for outreach supplies (tables, chairs)

### Exterior Design:

10. Integrated Shade Canopy

## **SPECIFIC EXCLUSIONS**

The following items will be provided by the County of Monterey Health Department and are excluded from this proposal. Any changes or additions will be considered through change order requests.

- Media playback devices
- Chairs and tables
- Laptops or computers and associated interconnect cabling
- Printer
- Exterior stickers and magnetic graphics
- or anything else not listed in the Scope of Work below

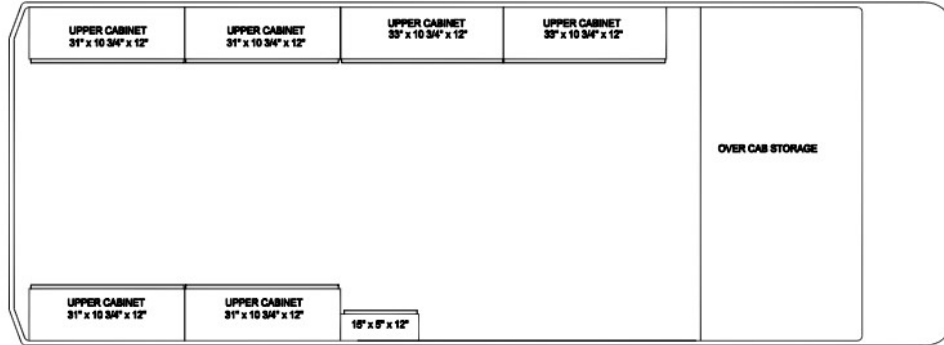
## **SCOPE OF WORK PROVIDED BY LATITUDE VANS**

Latitude Vans (PROVIDER) is to provide a custom build-out on the Ram Promaster 2500, 159" high roof van for the County of Monterey Health Department (CLIENT). The following proposed Scope of Work is based on the RFQ received on March 14, 2024. If any changes are necessary, Latitude Vans will make amendments and resubmit a final proposal.

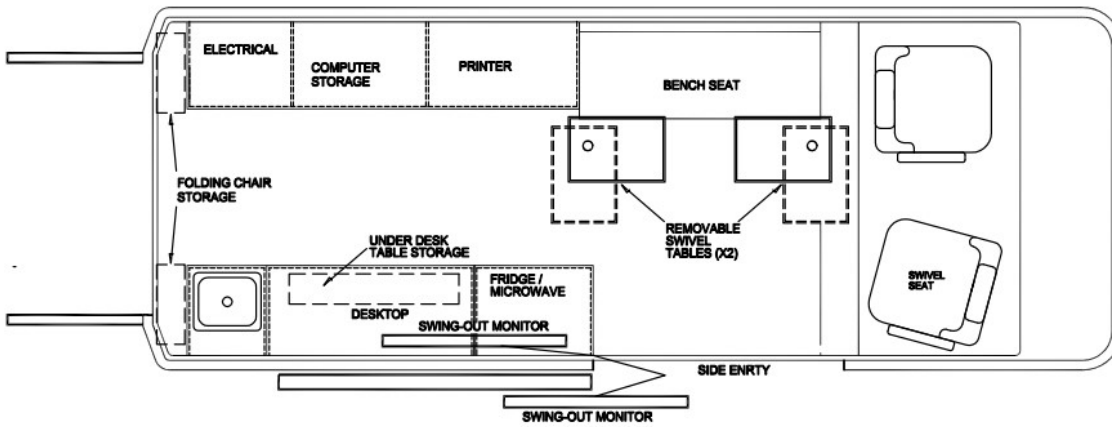
# EXHIBIT 1

## Proposed Floor Plan:

The following diagram below depicts the basic floor plan:



### UPPER CABINETS AND STORAGE



### PROPOSED FLOOR PLAN - for MCHD PROMASTER 2500 - 159" WHEELBASE

PROPERTY OF LATITUDE VANS  
MARCH 16, 2024

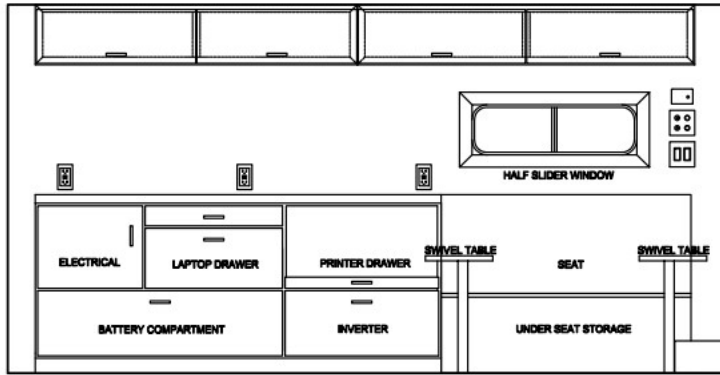
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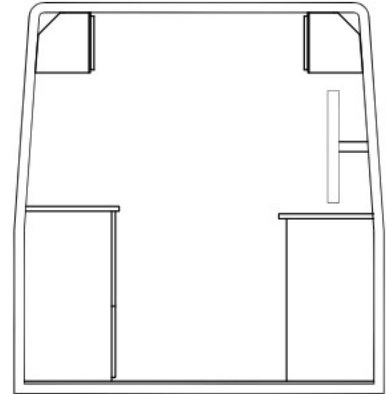
# EXHIBIT 1

## Proposed Elevations:

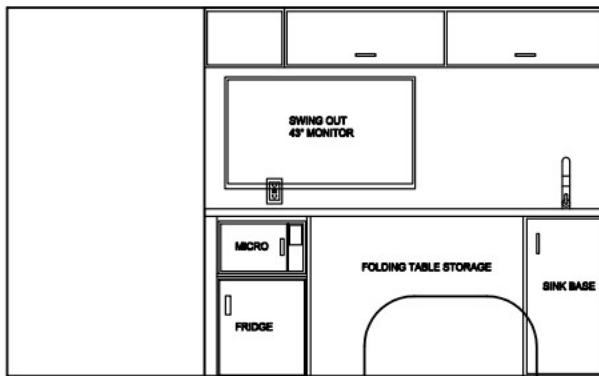
This configuration may be slightly altered due to final equipment sizes:



DRIVER SIDE CABINERY



REAR ENTRY VIEW



PASSENGER SIDE CABINERY

### PROPOSED ELEVATIONS - for MCHD PROMASTER 2500 - 159\" WHEELBASE

PROPERTY OF **LATITUDE VANS**  
MARCH 18, 2024

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# **EXHIBIT 1**

## **SERVICES PROVIDED BY LATITUDE VANS**

The build-out will include the following features and components by Latitude Vans:

### **Solar Power and Charging Package:**

- 2 each – Renogy 12v 200AH Lithium Batteries
- 4 each – Renogy 100W Solar Panels
- Renogy – Rover 40Amp MPPT Charge Controller with Bluetooth Connectivity
- Renogy 3000w Inverter/Charger
- 120v 15A Exterior input power receptacle for shore power hook-up
- Keyline Iso-Pro140 Smart Battery Isolator 12v 140A (Alternator Charging)
- 12v fuse box with power distribution
- 120v breaker panel
- Includes all proper fusing and isolation switches

### **WiFi Router and Accessories:**

- Installation of a Star Link internet system
- Installation of a roof-mounted antenna

### **Lighting and Receptacles:**

- Two zones of LED lights mounted underneath the upper cabinets
  - Zone 1: four (4) dimmable lights to illuminate the Drivers side countertops and bench seat
  - Zone 2: two (2) dimmable lights to illuminate the Passenger side Desktop
- Four (4) 120v duplex receptacles with USB charging ports distributed above the countertop / desktops
- Four (4) 120v utility duplex receptacle located in the lower cabinets for powering equipment

### **Roof Mounted Equipment:**

- Roof rack fabricated with black powder-coated square aluminum tubing
- Full length Fiamma 45S Awning on passenger side
- Exterior lighting mounted above passenger sliding door and centered above the exterior rear doors
- Solar Panels mounted to roof rack
- Two (2) fan/ventilators mounted forward and rear

### **Additional Features:**

- (1) 43" Smart TV w/ Bluetooth connectivity
- Articulating TV mount – to allow for 43" TV to be displayed outside the van side door
- Accessible pull-out drawer for access to printer (printer provided by Client)
- Passenger seat swivel base
- Padded bench seat for two
- Two (2) removable, pivoting laptop tables at bench seat
- Slider window above bench seat
- Running boards (steps) mounted along slider door, passenger door, and driver door
- Step mounted to trailer hitch – 27" x 6"

# **EXHIBIT 1**

## **Kitchenette:**

- 15 x 15 x 8 bar top sink w/ faucet
- 12v on-demand water pump
- 10 gal freshwater tank and 10 gal grey water tank
- 1.7cu/ft 120v refrigerator
- 120v 700w Microwave

## **Safety Features:**

- Fire Extinguisher

## **Base and Upper Cabinets:**

- 12 Cu/ft of upper cabinet space, doors fitted with gas struts and magnetic latches
- Lower Cabinets and Desktop
  - Drawers with soft close drawer slides
  - Cabinet doors with soft close hinges and magnetic latches
  - Electronics and battery storage
  - Slide out drawer for printer
- Laminate countertops

## **Floors/Walls/Ceiling:**

- The floor will be ¾" plywood covered with non-slip vinyl flooring
- Wall, ceiling, door panels and other cavities will be insulated with Rockwool
- Wall construction is furring strips covered with pre-finished ½" plywood
- Ceiling construction is furring strips covered in ¼" pre-finished plywood

## **General Notes:**

All our cabinetry is constructed using Baltic Birch marine grade plywood. Except for the countertops, floor covering and some accessories, all interior surface finishes are completed with Lo VOC high grade latex acrylic paint or pre-finished varnish for a durable, washable surface treatment.

## **2024 RAM PROMASTER**

2500 Cargo Van High Roof (159 in wheelbase)

3.6L V6 24V VVT Engine

9-Spd 948TE Auto Transmission

Granite Crystal Metallic Clear Coat

Cloth Bucket Seats

Class IV Receiver Hitch

Rear Hinged Doors with fixed glass

Power-Folding Mirrors

Front Fog Lamps

Adaptive Cruise Control with Stop and Go

Heated Power Folding Mirrors

Rear Window Defroster

<100 miles

County of Monterey Health Department – Mobile Office

6/17/2024



**EXHIBIT 2****SCHEDULE**

The project milestones are as follows:

- Material Procurement and pre-build components: 2 to 3 weeks from contract signing and start-up payment
- Van Installation: 3 weeks

**PRICING**

Cost for a 2024 Ram Promaster 159" Wheelbase High Roof Van is: **\$58,000.00**. Client to pay tax and registration directly to the DMV upon title transfer.

Total Cost (parts and labor) for the Scope of Work as outlined above is: **\$72,074.00** (tax included)

**PAYMENT SCHEDULE**

'24 Ram Promaster Van	Due July 10, 2024	<b>\$58,000.00</b>
50% Start-up payment	Due July 10, 2024	\$36,037.00
40% Progress payment	Due August 10, 2024	\$28,829.60
10% Final payment	Due Sept. 10, 2024 (upon completion and final acceptance)	\$ 7,207.40
	<b>Total Parts and Labor (tax included)</b>	<b>\$72,074.00</b>
	<b>Total Parts, Labor, '24 Ram Promaster Van</b>	<b>\$130,074.00</b>

This proposal is submitted for review and approval and shall remain valid for a period of **thirty (30) days**. If not accepted within thirty days, Latitude Vans reserves the right to amend the pricing contained herein.

If you would like to accept this proposal, please sign below to indicate your intent to hire Latitude Vans to complete the scope of work described within this proposal. Contract documents will be sent following acceptance of this proposal.

This proposal is accepted by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date