

## **AGREEMENT BETWEEN COUNTY OF MONTEREY AND LEYVA'S TOWING, LLC**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and LEYVA'S TOWING, LLC, hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10349) for Towing Services – Master Agreement, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **1.0 PERFORMANCE OF THE AGREEMENT**

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10349 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10349. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

All attachments & Exhibits to this AGREEMENT  
RFP #10349 dated April 17, 2012, including all attachments and exhibits  
CONTRACTOR'S Proposal dated April 25, 2012,  
Certificate of Insurance  
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, and Exhibits, RFP #10349 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 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.
- 1.4 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.
  - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 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.

## **2.0 SCOPE OF SERVICE**

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 2.2 In compliance with the County Climate-Friendly Purchasing Policy (policy is located online at [www.co.monterey.ca.us/admin/policies.htm](http://www.co.monterey.ca.us/admin/policies.htm)) CONTRACTOR is encouraged to use alternative fuel vehicles wherever possible.
- 2.3 The Scope of Work includes but is not limited to the following:
  - 2.3.1 CONTRACTOR shall provide 24 hours per day, 7 days per week towing service.
  - 2.3.2 CONTRACTOR is required to have sufficient equipment available at all times to perform all services required, and to do so in a timely and responsible manner.
    - a. All equipment must be owned or leased for the exclusive use by CONTRACTOR.
    - b. All equipment must be maintained in good mechanical condition at all times during the term of the contract.
  - 2.3.3 CONTRACTOR agrees that there will be no markings on its vehicles, building or correspondence that advertises or tends to advertise an official relationship between CONTRACTOR and the County.
  - 2.3.4 CONTRACTOR shall have a towing vehicle at the destination requested within twenty (20) minutes, barring inclement weather, traffic, response to remote County locations and areas immediately out of the County, from the time the CONTRACTOR receives a call for service from County personnel.

- 2.3.5 CONTRACTOR shall maintain a 24 hour, 7 day per week communications system and be capable of responding promptly to County's inquiry regarding the current status of any County vehicle being towed.
  - a. CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the County.
- 2.3.6 If CONTRACTOR is unable to dispatch a tow unit immediately upon receiving a call for service, CONTRACTOR shall inform the ordering personnel and forfeit that turn of the rotation.
- 2.3.7 If CONTRACTOR fails to furnish a tow unit within the specified time period, the County may cancel the tow request and request a tow unit from another CONTRACTOR. When the tow is canceled, CONTRACTOR shall forfeit his/her turn in the rotation.
- 2.3.8 Should a situation arise when it is determined by the County that time is of the essence, the County reserves the right to contact alternate sources of towing services.
- 2.3.9 CONTRACTOR shall not authorize another company or person to fill a request assigned by the County to CONTRACTOR.
- 2.3.10 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by County personnel.
- 2.3.11 CONTRACTOR shall tow as requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.
- 2.3.12 All towing vehicles shall be equipped with the necessary equipment to perform emergency towing and recovery according to industry standards.
- 2.4 CONTRACTOR shall provide towing services in compliance at all times with all applicable County, State and Federal law, rules & regulations for the provision of such services, including all air emission requirements.
- 2.5 CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle.
  - 2.5.1 CONTRACTOR shall maintain such documentation in good order during the term of AGREEMENT.
- 2.6 CONTRACTOR shall have operable towing vehicles and personnel available to service any special towing needs of the County occasioned by special events requiring towing, including but not limited to declared emergencies or construction projects, as determined by the County.
- 2.7 At the discretion of the County, CONTRACTOR shall deliver County vehicles to designated car dealerships for warranty work, recalls, other such events, and return the County vehicle to the designated County facility.
  - 2.7.1 CONTRACTOR may only charge the County for the towing of such vehicles on a round trip basis on a single invoice for each such delivery in accordance with the specifications set forth within RFP #10349.
- 2.8 The designated County employee(s) placing the service call will determine the type of service to be provided at the time of the assignment.
- 2.9 Service will be on an "as needed" basis and provided in established Monterey County District Boundaries as outlined below.

**District 1 North County:** All North Monterey County from county line South to and including Chualar, West to Marina, and Highway 68 from Salinas to Laureles Grade.

**District 2 Monterey:** South of Marina to Carmel Highlands, Highway 68 from Monterey to Laureles Grade and all Carmel Valley to Arroyo Seco Road

**District 3 Big Sur:** Highway 1 South of Carmel Highlands to county line and all areas accessible from Highway 1, including all of Nacimiento-Ferguson Road

**District 4 Gonzales:** Salinas Valley from South end of Chualar to South end of Greenfield, East to county line and all of Arroyo Seco Road

**District 5 King City:** Salinas Valley from South end of Greenfield to county line. Includes Highway 198, Parkfield, Lockwood, Bryson-Hesperia and Lake San Antonio

- 2.10 The following four (4) areas are the only authorized drop-off locations for towed County vehicles:

Monterey County Fleet Shop  
855 East Laurel Drive Bldg A  
Salinas, CA 93905

Monterey County Toro Park  
Park Shop Building  
Hwy 68 Toro Park  
Salinas, CA 93908

Lake San Antonio  
Park Shop Building  
South Shore Lynch Road  
Lake San Antonio, CA

Ray's Garage  
730 S. 1<sup>st</sup> Street  
King City, CA 93930

- 2.11 CONTRACTORS, at all times, shall fully protect County property entrusted to CONTRACTOR'S care.
- 2.12 County reserves the right to contact alternate sources of towing services, in situations where the County determines that time is of the essence.

### 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of this AGREEMENT through and including September 1, 2015 with the option to extend this AGREEMENT for two (2) additional one (1) year periods.

3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.

- 3.2 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

### 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with EXHIBIT A – COUNTY STANDARD FEE/RATE PRICING SCHEDULE attached hereto.

- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.2.1 The aggregate total paid to all CONTRACTORS under RFP #10339 shall not exceed \$500,000 over the term of the AGREEMENT.
- 4.3 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered. Any rate change shall apply uniformly to all applicable CONTRACTORS.
- 4.3.1 Each party shall agree upon rate extension(s) or changes in writing.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.5 Tax:
- S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to FLEET MANAGEMENT, COUNTY OF MONTEREY at the following address:  
855 EAST LAUREL DR., BLDG A  
SALINAS, CA 93905
- 5.2 CONTRACTOR shall reference the RFP #10349 on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage's, 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 Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

### 7.3 Insurance Coverage Requirements:

7.3.1 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:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

- 7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.3.1.3 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.
- 7.3.1.4 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, 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.

#### 7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.
- 7.4.2 Each liability policy shall provide that 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.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the

County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 CONTRACTOR shall at all times 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.

## **8.0 RECORDS AND CONFIDENTIALITY**

- 8.1 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.
- 8.2 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.
- 8.3 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.



8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

## **9.0 NON-DISCRIMINATION**

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in the AGREEMENT.

### **11.0 CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

### **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 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. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 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.
- 12.3 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.

### **13.0 EMERGENCY SITUATIONS**

- 13.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.
- 13.2 County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

## **14.0 DAMAGE**

The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

## **15.0 PROTECTION OF PUBLIC**

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

## **16.0 LEGAL DISPUTES**

- 16.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 16.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 16.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 16.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## **17.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

TO CONTRACTOR:

Leyva's towing, LLC  
1005 State St.  
Soledad, CA 93960  
Tel. No.: 831-678-9030  
FAX No.: 831-678-2044  
Email: [tavito12304@sbcglobal.net](mailto:tavito12304@sbcglobal.net)

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

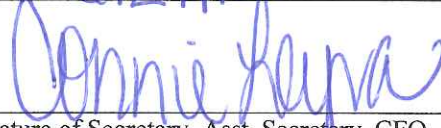
GUSTAVO LEYVA / OWNER  
\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 6/29/12  
\_\_\_\_\_

Dated: 8-9-12  
\_\_\_\_\_

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

*Approved as to Liability Provisions:*

ANNIE LEYVA - OWNER  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: 6/29/12  
\_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

  
\_\_\_\_\_  
Deputy County Counsel


Dated: 7-19-12  
\_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

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**EXHIBIT A – COUNTY STANDARD FEE/RATE PRICING SCHEDULE**

	<b>SERVICE</b>	<b>FLAT RATE</b>	
1	Tow service, light tow truck one (1) ton within a ten mile radius of the nearest County shop.	\$55	
2	Tow service, light tow truck one (1) ton each mile over the ten mile radius, "one way". Odometer reading shall be submitted.	\$5	
3	Tow service, medium tow truck (up to 1-1/2 ton) within a ten mile radius of the nearest county shop.	\$80	
4	Tow service, medium tow truck (up to 1-1/2 ton) each mile over the ten mile radius, "one way". Odometer reading shall be submitted.	\$5	
5	Tow service, heavy tow truck (over 1-1/2 ton) within a ten mile radius of the nearest County shop	\$150	
6	Tow service, heavy tow truck (over 1-1/2 ton) each mile over the ten mile radius, "one way". Odometer reading shall be submitted.	\$5	
7	Lock out service: charge to unlock vehicles within County of Monterey  Districts in which lock out service will be provided: <ul style="list-style-type: none"> <li>• Vehicles in District 4 Gonzales</li> <li>• Vehicles in District 5 King City</li> </ul>	\$45	
8	Dolly tow	\$35	
9	Standby time* (see note below)	\$120	
<p>* Hourly labor charge at the scene may begin after fifteen (15) minutes including Standby time and shall be charged in ¼ hour increments.  All rates quoted reflect a 24-hour service price.  Outside the ten-mile radius, the odometer reading starts from the point of pickup to the drop-off point. <b>Odometer reading shall be submitted.</b></p>			
<p>CONTRACTOR: <u>LEYVA'S TOWING, LLC</u>  Name (print)</p> <p>ACCEPTANCE BY CONTRACTOR: by: <u></u> Date: <u>6/29/12</u>  Signature</p>			

