

**COUNTYWIDE SERVICE AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
WORLDWIDE INTERPRETERS, INC**

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 Xtreme Towing Inc., hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10800) for rotational towing services for evidence, abatement, accident/crime scene towing for the County of Monterey County Sheriff’s Office, 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 #10800 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10800. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
RFP #10800 dated October 28, 2021, including all attachments and Exhibits
CONTRACTOR’s Proposal dated October 1, 2021

1.2 These documents are on file with the Contracts/Purchasing Division.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced 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, RFP #10800, CONTRACTOR's Proposal, including all attachments and exhibits.

- 1.4 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.
- 1.5 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.
 - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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 GENERAL SCOPE OF WORK:
 - 2.1.1 CONTRACTOR shall provide Towing Services to the Monterey County Sheriff's Office on a rotational, as-needed, basis. These services may include, but are not limited to the towing of:
 - 2.1.1.1 abandoned,
 - 2.1.1.2 abated,
 - 2.1.1.3 and impounded vehicles, including the storage of vehicles either at the request of the County or the vehicle Owner.
 - 2.1.2 Vehicles in this RFP include, but are not limited to: motorcycles, cars, trucks, vans, motorhomes, travel trailers, recreational vehicles (RV's), trailers, boats on trailers, and all watercraft.
 - 2.1.3 CONTRACTOR will be assigned to the rotation list for any or all of the three (3) districts described in EXHIBIT D, EXHIBIT E, and EXHIBIT F.
 - 2.1.4 CONTRACTOR shall provide assistance to the Multi Agency Detail for Commercial Auto Theft (MADCAT) without additional charges. This will include, but not be limited to, moving or lifting towed vehicles.
 - 2.1.4.1 Theft recovery vehicles are to be stored in inside storage and be easily accessible until cleared by the auto theft detail.

2.1.5 CONTRACTOR shall comply with all laws applicable to towing, storage and disposition of vehicles.

2.2 DEFINITION OF TERMS:

- 2.2.1 Base Services: Any service or tow performed when the vehicle operator or agent is present, and the vehicle is not stored.
- 2.2.2 County: The County of Monterey or a designee.
- 2.2.3 CONTRACTOR: The successful CONTRACTOR with whom a contract is established to provide the services described within this RFP.
- 2.2.4 Normal Business Hours: 8.00 a.m. to 5:00 p.m., Monday through Friday, except for the following County recognized holidays: New Year's Day, Martin Luther King Day, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and day after, and Christmas Day.
- 2.2.5 Possession: Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations have begun.
- 2.2.6 Bidder: A firm proposing to provide towing services as described within this RFP.
- 2.2.7 Public Safety Response: A response that results in the storage of a vehicle at the direction of an officer or County designee. This does not include storage at the request of the vehicle operator, registered owner, or agent.
- 2.2.8 Response Time: The period of time from when the CONTRACTOR receives the service call, by either a Sheriff's Officer or County designee, to the arrival of the CONTRACTOR at the service location requested.
- 2.2.9 Retail Rate: The customary retail rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.
- 2.2.10 Special Operations: Towing/recovery procedures requiring unique equipment and/or Class B, C, or D tow trucks. Examples of unique equipment include, but are not limited to, forklifts, low-beds, air bags, special dollies and trailers, fuel pump-off systems, helicopters, etc.
- 2.2.11 Storage: Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate. If, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle, CONTRACTOR has the right to charge for one full day of storage. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar day basis for each day, or part thereof. The daily rate extends from midnight to midnight.
- 2.2.12 Suspension: The temporary removal of a CONTRACTOR from the tow rotation list for a specific period of time during the term of the Rotational Towing Services Agreement.
- 2.2.13 Tow Truck: A tow truck as defined in Section 615 of the California Vehicle Code, which includes slide back carriers and wheel lift vehicles. A "trailer for hire" shall not be approved for listing as a Class A tow truck.
- 2.2.14 Vehicle Recovery Operation: An operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This operation can include the recovery of a complete or partial vehicle, as well as vehicle parts as needed based on the type of call or type of possible crime

scene. This will usually be limited to operations requiring a Class B, C or D tow truck(s). Definition of a vehicle includes "any part or parts thereof".

2.2.15 Difficult Removal: Where debris or an object(s) have made removal take more time or a vehicle has to be removed from an area that is difficult to access the COUNTY may allow an additional fee of One Hundred Dollars (\$100).

2.2.16 Vehicle: A vehicle is a device in, upon, or by which any person or property is or may be propelled, moved or drawn upon a highway or road, except a device moved by human power or used exclusively upon stationary rails or tracks. Vehicles under this section include, but are not limited to, motorcycles, cars, trucks, vans, motorhomes, travel trailers, recreational vehicles (RV's), trailers, and boats on trailers.

2.3 CONTRACTOR RESPONSE TIMES:

2.3.1 CONTRACTOR shall provide tow service within the assigned district(s) on a 24-hour, 7-days-per-week basis. From the time CONTRACTOR receives a call from County personnel, CONTRACTOR shall respond:

2.2.1.1 Zone 1 thirty (30) minutes,

2.2.1.2 Zone 2 thirty (30) minutes, exceptions - anything East of Carmel Valley Village to Cachagua, and Tassajara gets 1 hour, East of Cachagua to Piney Creek 90 min, Carmel River Bridge to Big Sur gets 1 hour, From Big Sur south to Lucia get 90 min, Lucia to Ragged Point get 2 hours,

2.2.1.3 Zone 3 withing forty-five (45) minutes, exceptions - Bryson Hesperia one (1) hour and Parkfield ninety (90) minutes.

2.3.2 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.

2.3.3 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.

2.3.4 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.

2.4 CONTRACTOR VEHICLES:

2.4.1 CONTRACTOR must have in operation at all times a sufficient number of qualified drivers and at least two (2) Class A tow vehicles. This requirement can be met with either two (2) recovery/wheel lift trucks, or one (1) recovery/wheel lift truck and one (1) flatbed carrier truck, or two (2) flatbed carrier trucks.

2.4.2 CONTRACTOR shall only use tow vehicles that have been inspected by the County and certified by a state-approved inspection facility.

2.4.3 Each tow vehicle used for services under the Agreement shall comply with the provisions of the California Vehicle Code.

2.4.4 Each tow vehicle will be equipped at all times as provided in EXHIBIT I- TOW TRUCK EQUIPMENT SPECIFICATIONS and must have the CONTRACTOR'S company name clearly painted or in decal form on both sides of the tow truck.

2.4.5 CONTRACTOR shall notify the County of any changes in tow trucks and other equipment.

2.5 CONTRACTOR STAFF:

- 2.5.1 CONTRACTOR shall provide a current list of his/her drivers to the County upon implementation of this Agreement. CONTRACTOR shall notify the County of any changes in driver status, including the addition or removal of any driver(s). CONTRACTOR shall provide an updated EXHIBIT G – TOW OPERATOR INFORMATION to the County within seven (7) calendar days of any changes in any driver's status.
- 2.5.2 For each tow truck CONTRACTOR shall provide a properly licensed driver/operator with a good working knowledge of the equipment he/she is using.
- 2.5.3 CONTRACTOR and all tow truck drivers shall be enrolled in the Pull Notice Program. CONTRACTOR will have a maximum of thirty days (30) to enroll new drivers in the Program.
- 2.5.4 All operators will be required to submit to a fingerprint background check at the Office of the Sheriff, 1414 Natividad Road, Salinas, at CONTRACTOR expense.
- 2.5.5 CONTRACTOR shall be in compliance with all state and federal laws in regards to hiring practices of all personnel.
- 2.5.6 CONTRACTOR and employees shall conduct themselves in a courteous, honest and professional manner in their transactions with the public and County at all times.

2.6 CONTRACTOR LOCATIONS:

- 2.6.1 CONTRACTOR shall maintain its business office and its primary storage yard within the County of Monterey limits. Vehicles are to be towed to a primary location. Nothing in this section will prohibit CONTRACTOR from operating a secondary storage facility approved by the County, as long as CONTRACTOR provides transportation, at no cost, to the facility for vehicle releases. CONTRACTOR will use a secondary location only for overflow vehicles.
- 2.6.2 CONTRACTOR must notify the County of any change in his/her primary or secondary location at least thirty (30) days in advance of the actual change in location. If CONTRACTOR fails to provide proper notice, he/she will be suspended from the rotational tow program until the new location is inspected and approved by the County.
- 2.6.3 CONTRACTOR shall comply with the following minimum facility requirements, at both primary and secondary locations:
 - 2.6.3.1 Physical characteristics: CONTRACTOR shall maintain a primary office large enough to accommodate necessary personnel and administrative records. CONTRACTOR shall provide a public, unisex, permanent restroom facility and a public waiting area to seat at least four (4) people.
 - 2.6.3.2 Public Safety: CONTRACTOR shall take adequate measures to protect the safety of the public.
 - 2.6.3.3 Compliance with County Codes: CONTRACTOR shall comply with all County codes and safety regulations applicable to the proposed use, at all locations.
 - 2.6.3.4 Access: the public shall have direct, unabated access to the inside of the office waiting area.
 - 2.6.3.5 Capacity: the primary location storage location must include not less than thirty (30) storage spaces and provide accessible parking spaces for use in connection with this contract.

2.6.3.6 All locations must provide a twenty-four (24) hour, seven (7) day a week phone number for customers to call prior to picking up a vehicle. CONTRACTOR must be able to provide customer with total fees due, pick up hours and location.

2.6.3.7 CONTRACTOR shall be responsible for the security of vehicles and property at the place of storage. At a minimum, CONTRACTOR shall provide a fenced or enclosed area. CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles. CONTRACTOR will release personal effects in the vehicle to the registered owner or authorized agent during normal business hours upon presentation of proper identification.

2.6.4 CONTRACTOR'S place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The size of the sign and lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night.

2.7 SCRAP VEHICLES:

2.7.1 The County reserves the right to use a licensed auto dismantler, wrecking yard, or scrap metal yard, for junk vehicles.

2.7.2 CONTRACTOR shall not authorize another company or person to fill a request assigned by the County to CONTRACTOR.

2.7.3 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by County Personnel.

2.7.4 CONTRACTOR shall tow and/or store all vehicles requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.

2.8 CONTRACTOR RATES:

2.8.1 Fees charged for calls originating from County shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.

2.8.1.1 Reasonableness shall be determined as compared to other similar service rates charged by other towing companies in Monterey County, San Benito County, or Santa Cruz County.

2.8.2 The approved schedule of rates charged by the operator shall be available in the tow truck and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any Sheriff's personnel at the scene.

2.8.3 CONTRACTOR shall display, in plain view at all cashiers' stations and in towing operations vehicles, a sign as described in Section 3070 of the Civil Code, disclosing all towing and storage fees along with other charges in force.

2.8.4 Rate requirements state the maximum CONTRACTOR may charge on a County call.

2.8.5 CONTRACTOR is not prevented from charging less when deemed appropriate by CONTRACTOR.

2.8.6 These requirements shall not be construed as requiring a charge when CONTRACTOR would not normally charge for such service.

2.8.7 No CONTRACTOR, employee nor its agent, shall refer to any rate as the minimum required by the County.

2.8.8 An operator and/or applicant shall not conspire, attempt to conspire, or commit

any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the RFP that would bring about any unfair condition which could be prejudicial to County, the motoring public, or other operators.

2.9 CONTRACTOR BILLING:

- 2.9.1 CONTRACTOR shall bill the registered owner of any vehicle stored by CONTRACTOR under the Agreement. Charges shall be limited to the amounts agreed upon under the Agreement. The County shall not be liable to CONTRACTOR for any charges for vehicles other than "Flat Rate" for abandoned vehicles valued under Five Hundred Dollars (\$500) and for evidence tows at the rates submitted by CONTRACTOR under this RFP. Vehicles valued over Five Hundred Dollars (\$500) shall be towed at no cost to COUNTY. Difficult removals (i.e. removal of fence; vehicle immobile due to debris; river bottom removal) shall be agreed to by COUNTY at COUNTY discretion with accompanying extra fee of One Hundred Dollars (\$100).
- 2.9.2 If CONTRACTOR performs a service for which the County did not approve a required rate, CONTRACTOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted--CONTRACTOR may only charge for the actual rate paid for the labor.
- 2.9.3 To be honored for payment, each invoice must be complete with the necessary information, including:
 - 2.9.3.1 Case Number
 - 2.9.3.2 Date of service call
 - 2.9.3.3 Time of service call
 - 2.9.3.4 County issued Delivery Order (DO) number or Purchase Order (PO) number
 - 2.9.3.5 Pickup and delivery address
 - 2.9.3.6 Vehicle number and License plate number
 - 2.9.3.7 Full make, model, year of vehicle
 - 2.9.3.8 Beginning odometer reading (Evidence Tows ONLY)
 - 2.9.3.9 Ending odometer reading (Evidence Tows ONLY)
 - 2.9.3.10 Computer Automated Dispatch number (CAD #)
 - 2.9.3.11 Printed name of CONTRACTORS tow truck driver
 - 2.9.3.12 Reason for tow (Abatement OR Evidence)
- 2.9.4 CONTRACTOR shall submit invoices in a timely manner. Any invoice received by COUNTY after thirty (30) days from the towing event shall not be paid.

2.10 CONTRACTOR'S RECORDS:

- 2.10.1 While participating in the rotational tow program, CONTRACTOR shall maintain records of tow services furnished for all public agencies and private persons or entities. Such records shall be retained for a period of four (4) years and shall be open to immediate inspection during business hours, upon request by representatives of the County. Failure to make records, including insurance policies, available immediately shall be grounds for immediate suspension or termination from the rotational tow program. Records shall include at a minimum:
 - 2.10.1.1 Tow Services:

- 2.10.1.1.1 Name, address, and phone number of person, if available, whose vehicle was towed,
- 2.10.1.1.2 VIN and license number, make, year, and model of each vehicle towed,
- 2.10.1.1.3 Location from which the vehicle was towed,
- 2.10.1.1.4 Name or employee number of driver assigned to said tow,
- 2.10.1.1.5 Location to which vehicle was towed (if different from CONTRACTOR'S primary storage facility),
- 2.10.1.1.6 Reason for tow, whether impound, accident, or stolen recovery, abandoned, etc., if available,
- 2.10.1.1.8 Name of party to whom the vehicle was released,
- 2.10.1.1.8 Method and date of payment,
- 2.10.1.1.9 All fees and charges for said tow, showing specifically towing, storage, lien fees, etc,
- 2.10.1.1.10 Any items of personal property released from the vehicle, including the date, time, and name of person receiving the items,
- 2.10.1.1.11 Disposition of towed vehicles that are unclaimed,
- 2.10.1.1.12 All proceeds from the sale of towed vehicles that are unclaimed.
- 2.10.1.2 Date and Time (by means of a computer or time stamp):
 - 2.10.1.2.1 Date and time the request for tow was received,
 - 2.10.1.2.2 Date and time a tow unit was assigned the call for service,
 - 2.10.1.2.3 Date and time the tow unit arrived at the location of the requested service,
 - 2.10.1.2.4 Date and time the tow unit arrived at the final storage facility destination,
 - 2.10.1.2.5 Date and time of release of the vehicle,
 - 2.10.1.2.6 Date the lien processing begins (if applicable),
 - 2.10.1.2.7 Date the notice of lien sale is mailed (if applicable).
- 2.10.1.3 Lien Sale Data:
 - 2.10.1.3.1 Date and time of lien sale,
 - 2.10.1.3.2 Location of lien sale,
 - 2.10.1.3.3 Identification of purchaser,
 - 2.10.1.3.4 Monies received as a result of the lien sale,
 - 2.10.1.3.5 Amount of excess monies forwarded to the state.

2.11 REMOVAL AND STORAGE OF VEHICLES:

- 2.11.1 Upon request, the CONTRACTOR shall immediately furnish the County with all reports showing the status of all vehicles. The report shall provide descriptions and identification of the vehicles, location of the vehicles, date of impound, accrued charges, and date of release from impound.
- 2.11.2 CONTRACTOR shall furnish a receipt to the vehicle owner for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle, and the original receipt maintained with CONTRACTOR'S records.
- 2.11.3 Lien sales shall be the sole responsibility of CONTRACTOR, and all such sales shall be conducted in accordance with applicable state law.
- 2.11.4 Prior to releasing a vehicle to the registered owner or his/her agent, a release must be obtained from the County for vehicles towed and/or stored pursuant to the following

California Vehicle Code Sections: 10751, 14602.6, 22523,(a) & (b), 22651 (a),(b),(d),(e),(f),(h),(i),(j),(k),(l),(m),(n),(o), (p),(q), & (r), 22651.5, 22653(c), 22655, 22655.3, 22655.5, 22656, 22669(a), 22669(d).

2.11.5 Vehicle Abatement Officers will provide a copy of DMV Form 462 when the vehicle being towed meets the criteria.

2.12 FINANCIAL INTEREST:

2.12.1 CONTRACTOR shall not be directly involved in a towing-related business with any other CONTRACTOR on the Rotational Tow List or any Tow Operator not accepted for the Rotational Tow list.

2.12.2 "Directly involved" includes, but is not limited to, having any financial interest, ownership of equipment, common insurance policies, and common employees, and owners, or principals.

2.12.3 The sale or transfer of the controlling interest in a company shall immediately terminate any agreement between County and that company.

2.12.3.1 A new owner may apply for the rotation tow program at any time during the remainder of a current agreement term.

2.13 COUNTY PERFORMANCE REVIEW

2.13.1 The County or its designee may investigate deviations from the specifications or requirements of the Tow Services Agreement and/or complaints received from any County office, County employee, or private citizen against the Contractor. The County may take any action, including written reprimands, suspension or termination from the rotational tow program when the Contractor or his /her employees violate any of the terms of the Agreement or any law or local ordinance. Upon completion of any investigation pursuant to this section, the County shall inform the Contractor, in writing, of any action to be taken.

2.13.2 The following guidelines are illustrative of the type of actions that may be taken by the County or its designee. All actions taken by the County or designee will be made after a review of the facts of the case and other instances in which the Contractor has violated the provisions of the Agreement. The suggested actions listed below may be increased or decreased based upon any mitigating circumstances determined during the investigation of the complaint(s):

2.13.2.1 The failure to maintain adequate insurance coverage for any reason at any time will result in immediate suspension from the Rotational Tow Program until the County receives proof of insurance.

2.13.2.2 Within any calendar month, more than one failure to either respond to a request for tow service within the time set forth in this RFP, or refusing/failing to tow any qualifying vehicle assigned, or passing on/unavailability to respond will constitute a violation. Violations will result in the following actions:

2.13.2.2.1 First violation- Written warning notice,

2.13.2.2.2 Second violation within a twelve-month period- Seven (7) day suspension,

2.13.2.2.3 Third violation within a twelve-month period-Termination of tow Services Agreement.

- 2.13.2.3 Overcharging for any tow service shall be cause for suspension. The suspension will remain in effect until the Contractor has presented proof to the County that reimbursement(s) have been made to the aggrieved customer(s). In addition, the Contractor will be assessed a penalty of Five Hundred dollars (\$500.00) for each overcharge.
- 2.13.2.4 Within a one (1) year time period, responding to a call and towing or attempting to tow a vehicle to which the Contractor was not assigned will result in a thirty (30) day suspension on the first offense and termination of the Tow Services Agreement on the second offense.
- 2.13.2.5 Within a one (1) year time period, inadequate office or storage areas, employees and equipment not meeting the requirements set forth in the Tow Services Agreement will result in a thirty (30) day suspension on the first offense and termination on the second offense.
- 2.13.2.6 If the Contractor fails to provide a copy of any lease, modification or extension, then he/she will be suspended from the rotational tow program until the County receives a copy.
- 2.13.2.7 Within a one (1) year time period, discourteous or unprofessional treatment of the public or any County employee in connection with services rendered pursuant to the Tow Services Agreement will result in a thirty (30) day suspension on the first offense and termination of Tow Services Agreement on the second offense.
- 2.13.2.8 Contractor's failure to satisfy a court order/judgment mandating reimbursement to a vehicle or property owner for the damage or loss, which occurred while the vehicle was in the Contractor's custody, would result in a suspension. The suspension will remain in effect until the Contractor has presented proof of the reimbursement to the County.
- 2.13.2.9 Any violation of the Agreement will result in a suspension or termination depending upon the severity of the incident.
- 2.13.2.10 In the case of an invalid tow or similar instance where the County elects to pay for towing and storage of a vehicle, the Contractor will bill the County and not require prepayment by the vehicle owner before releasing the vehicle.

3.0 PRICING AND BILLING

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as **Attachment A and/or Attachment B**, subject to the limitations set forth in this AGREEMENT.
 - 3.1.1 Prices shall remain firm for the initial term of this Agreement.
 - 3.1.2 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 3.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 3.4 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.
- 3.5 CONTRACTOR shall be compensated as described herein. Invoicing shall be processed as follows:
- 3.6 BILLING:
- 3.6.1 CONTRACTOR shall bill the registered owner of any vehicle stored by CONTRACTOR under the Agreement. Charges shall be limited to the amounts agreed upon under the Agreement. The County shall not be liable to CONTRACTOR for any charges for vehicles other than "Flat Rate" for abandoned vehicles valued under Five Hundred Dollars (\$500) and for evidence tows at the rates submitted by CONTRACTOR under this RFP. Vehicles valued over Five Hundred Dollars (\$500) shall be towed at no cost to COUNTY. Difficult removals (i.e. removal of fence; vehicle immobile due to debris; river bottom removal) shall be agreed to by COUNTY at COUNTY discretion with accompanying extra fee of One Hundred Dollars (\$100).
- 3.6.2 If CONTRACTOR performs a service for which the County did not approve a required rate, CONTRACTOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted--CONTRACTOR may only charge for the actual rate paid for the labor.
- 3.7 Invoicing by CONTRACTOR will clearly itemize the following (identified in section 2.9.3 above) (Exhibit G - invoice attached):
- 3.7.1 Case Number
 - 3.7.2 Date of service call
 - 3.7.3 Time of service call
 - 3.7.4 County issued Delivery Order (DO) number or Purchase Order (PO) number
 - 3.7.5 Pickup and delivery address
 - 3.7.6 Vehicle number and License plate number
 - 3.7.7 Full make, model, year of vehicle
 - 3.7.8 Beginning odometer reading (Evidence Tows ONLY)
 - 3.7.9 Ending odometer reading (Evidence Tows ONLY)
 - 3.7.10 Computer Automated Dispatch number (CAD #)
 - 3.7.11 Printed name of CONTRACTORS tow truck driver
 - 3.7.12 Reason for tow (Abatement OR Evidence)

4.0 TERM OF AGREEMENT

- 4.1 The term of the AGREEMENT(s) will be for a period of five (5) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods, for a total not to exceed a maximum seven (7) year Agreement. Effective date is June 1, 2022 thru June 30, 2027.
- 4.1.1 County is not required to state a reason if it elects not to renew.

- 4.2 County reserves the option to renew or extend this AGREEMENT.
- 4.2.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.2.2 Both parties must agree upon rate extension(s) or changes in writing.
- 4.3 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.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with **Attachment A and/or Attachment B** herein.
- 5.1.1 Invoicing by CONTRACTOR will clearly itemize per section 2.9.3 (Exhibit X sample invoice which can be utilized by CONTRACTOR)
- 5.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.4 Tax:
- 5.4.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 5.4.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.
- 6.2 CONTRACTOR shall reference the RFP (#10800) number 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.

- 6.3 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).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

7.0 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.

8.0 INSURANCE REQUIREMENTS

- 8.01 **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.

- 8.02 **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 the County's Purchasing Manager.
- 8.03 **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.

Agreement Under \$100,000 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 \$500,000 per occurrence.

Agreement Over \$100,000 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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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.

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.

8.04 **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.

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.

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.

9.0 RECORDS AND CONFIDENTIALITY

- 9.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with 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 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.

- 9.2 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.
- 9.3 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.
- 9.4 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.

10.0 NON-DISCRIMINATION

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), or sexual orientation, 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.

11.0 PERFORMANCE STANDARDS

- 11.1 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.
- 11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its 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 its own organization or per a consortium.

- 11.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.
- 11.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

12.0 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.

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 required 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 FORCE MAJEURE

- 14.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 14.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

- 14.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

15.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

16.0 DAMAGE

CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or its 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.

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:
 County of Monterey
 Sheriff's Dept.
 1414 Natividad Road
 Salinas, CA 93906
 Tel. No.: (831) 755-3708
 FAX No.: (831) 755-4969

TO CONTRACTOR:
 Xtreme Towing Inc.,
 223 Harrison Rd, Suite A
 Salinas, CA 93907
 Tel. No.: (831) 320-4327
Xtremetowing15@gmail.com

18.0 LEGAL DISPUTES

- 18.1 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.
- 18.2 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.
- 18.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 18.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

19.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

- 19.1 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).

19.2 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.

19.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission 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 if the manually signed counterpart or counterparts had been delivered to the other party in person.

SIGNATURE PAGE

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

COUNTY OF MONTEREY

CONTRACTOR

Xtreme Towing Inc.

By: DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer
Date: 5/27/2022 | 10:21 AM PDT

By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: DocuSigned by:
Im Grant
454AC3485FD4490...
County Counsel
Date: 5/27/2022 | 9:55 AM PDT

Approved as to Fiscal Provisions
By: DocuSigned by:
Gary Giboney
D3634BFEC1D0443...
Auditor/Controller
Date: 5/27/2022 | 10:01 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: _____
Risk Management
Date: _____

By: DocuSigned by:
Contractor's Business Name*
Victor V Vargas
7E8D7634287A435...
Victor Vincent Vargas, President
(Signature of Chair, President, or Vice-President) *
Name and Title
Date: 5/19/2022 | 2:56 PM EDT

By: DocuSigned by:
Kayla G Glenn
7E8D7634287A435...
Kayla Gail Glenn, Secretary-Owner
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Name and Title
Date: _____

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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.

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in section 8