County of Solano
Standard Performance Contract

For County Use Only
CONTRACT NUMBER Dept. Division FY
BUDGET ACCOUNT
SUBOBJECT ACCOUNT

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

   Solano County Office of Education
   CUSTOMER'S NAME

2. The Term of this Contract is: July 1, 2011 through June 30, 2014

3. The maximum amount of this Contract is: $180,000 per fiscal year

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

   Exhibit A – Scope of Work

   Exhibit B – Budget Detail and Payment Provision

   Exhibit C – General Terms and Conditions

   Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2011.

CUSTOMER	COUNTY OF SOLANO
Solano County Office of Education CUSTOMER'S NAME	AUTHORIZED SIGNATURE
	County Administrator TITLE
SIGNATURE	675 Texas St., Ste. 6500 ADDRESS
PRINTED NAME AND TITLE	Fairfield, CA 94533 CITY STATE ZIP CODE
5100 Business Center Drive ADDRESS	Approved as to Content
Fairfield California 94534 CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

COUNTY SHALL PROVIDE RENTAL VEHICLES TO CUSTOMER UPON REQUEST IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. Replacement of marked patrol vehicles on a 5-year or 85,000 mile cycle. Replacement of all other light vehicles on a 7-year or 100,000 mile cycle. Replacement intervals are established by Customer request without regard to vehicle usage. Therefore Customer agrees to manage vehicle usage to not routinely exceed the mileage guideline.
2. County provided new patrol vehicles will be equipped with all standard police parts and special accessories as determined by Customer (light bars, sirens, prisoner cages, decals, push bumpers, gun racks, etc.) except two-way communications equipment, computer equipment, and audio/video monitoring devices, which are supplied by Customer at its own cost.
3. Preventive maintenance at 4,000-mile intervals for patrol vehicles. Standard vehicle preventive maintenance at 6,000-mile intervals. Service also includes safety inspections.
4. All vehicle repairs including vandalism and accident repairs. County will endeavor to meet its goal of one day for preventive maintenance and most repairs. The exception would be major repairs, body damage, or factory warranty repairs.
5. Towing of County provided cars to the nearest repair facility.
6. Vehicle washing and cleaning at reasonable intervals as determined by the County. Customers can utilize automatic vehicle washing at two sites in Fairfield, one site in Vacaville, and one site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Customer can hand-wash large vehicles.
7. County does not guarantee availability but will endeavor to provide loaner vehicles when possible when rental vehicles are out of service.
8. Daily and short-term rental vehicles from Solano County motor pool upon request.
9. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
10. Monthly billing and management of maintenance records.
11. Maintenance of other Customer owned equipment on a time and materials basis as provided in Exhibit B. Mobile servicing and repair of heavy equipment is also available on a limited basis.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES

SOLANO COUNTY OFFICE OF EDUCATION

FY 2010/11 VEHICLE RENTAL RATES

MONTHLY RENTALS*

VEHICLE TYPE	MONTHLY RATE	MILEAGE RATE *
O1C-COMPACT CAR	$234.00	$0.12
O2C-INTERMEDIATE CAR	$259.00	$0.14
O3C-FULL SIZE CAR	$327.00	$0.19
O9C-MINIVAN	$281.00	$0.16
10C-FULL SIZE VAN	$299.00	$0.21

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

DAILY RENTALS

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

2. METHOD OF PAYMENT

A. Rental rates will be set for one-year periods commencing on July 1 of each succeeding fiscal year. Adjustments to the next year's rates will be reported to Contractor by February of each year.

B. Fleet Management shall send mileage reports to Customer on or about the 25th of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings or the last mileage readings recorded in vehicle maintenance repair orders shall be used to determine the miles driven each month. Fleet Management shall use the more up-to-date of these two readings when billing.

C. Mileage reports shall be returned to Fleet Management before the end of each month. Month end closing is the first business day of the month.

D. Fleet Management shall submit a monthly bill in arrears for fees to Contractor for all expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, vehicles involved, dates of service and the accrued charges.

E. Additional work per Contractor's request is billed at shop labor rate of $102.00 per hour for fiscal year 2011-12. Materials for additional work are billed at County cost plus 20% handling.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

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

2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

3. SIGNATURE AUTHORITY

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

4. WARRANTY

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

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

5. DEFAULT

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

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

6. INDEMNIFICATION

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

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

7. INSURANCE

A, Solano County

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars ($10,000), and primary insurance of one hundred thousand dollars ($100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities

provided by its employees. Excess liability coverage with limits to twenty-five million dollars ($25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars ($125,000) and a one hundred and fifty million dollar ($150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

B. Customer

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars ($300,000) per occurrence and six hundred thousand ($600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars ($25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars ($125,000) and two million dollar ($150,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any County claim for workers' compensation

8. INDEPENDENT CUSTOMER

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

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

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

9. COMPLIANCE WITH LAW

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

10. CONFLICT OF INTEREST

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

11. INSPECTION AND AUDIT

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

12. NONDISCRIMINATION

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

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

13. UNFORESEEN CIRCUMSTANCES

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

14. NOTICE

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

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

15. CHANGES AND AMENDMENTS

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

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

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

16. CHOICE OF LAW

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

17. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a

termination of that right, under this Contract or any provision of this Contract.

18. CONFLICTS IN THE CONTRACT DOCUMENTS

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

19. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2014, this Agreement shall be automatically extended from July 1, 2014 through September 30, 2014 to allow for continuation of services and sufficient time to complete a renovation or renewal contract.