

DRAFT
VEHICLE MAINTENANCE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
OUTREACH

This agreement is made by and between the County of Santa Clara, a political subdivision of the state of California, hereinafter referred to as “County” and OUTREACH, a transportation contractor for the Santa Clara Valley Transportation Authority, hereinafter referred to as “Outreach”.

1. **PURPOSE:** The Purpose of this agreement is for the County to provide all technical and professional labor, materials, and to perform all operations necessary and required to provide maintenance and repair services for Outreach’s vehicle fleet.

1.1 *Equipment Covered:* The Outreach Fleet covered by this agreement includes Minivans, Modified Vans, Cutaway Vans and sedans. Inventory is listed in Appendix 1.

1.2 *Equipment Not Covered:* Outreach fleet vehicles not identified in 1.1 unless mutually agreed upon by both parties.

1.3 *Preventive Maintenance Schedule:*

Regular preventive maintenance (PM) shall be performed as specified by Outreach. Said service shall be in accordance with manufacturer’s service recommendations for the mileage interval of the vehicle, including lube, oil and filter change, with safety inspection at each service. Outreach will notify County of services performed by an outside vendor to accurately maintain the County Fleet Department database.

Turn-around times for vehicles scheduled service will be 24 hours. Repairs to vehicles and equipment will be scheduled and with turn-around time dependent upon the extent of repairs and availability of parts.

County recommends vehicles to follow service interval schedules in Attachment A- Service Interval Detail. Estimated requirements for Outreach fleet include bimonthly service to follow “A, A, B, A, A, C”.

County will provide a monthly report to the Outreach coordinator specifying which vehicles are due for service and the corresponding maintenance interval identified in Attachment A.

Aftermarket up fit components, such as wheelchair lifts, will be assigned a maintenance and inspection schedule based on OEM recommendation. These schedules shall be included as contract amendments based on specific vehicles or classes of vehicles.

- 1.4 *Fueling*: The County will provide for fueling of Outreach vehicles. Outreach will be billed direct for fuel and associated monthly charges as outlined in section 2. Compensation.

Outreach will be permitted to fuel vehicles on a 24-hour, 7 day a week basis, at the County fuel stations listed in 1.5, Hours of Operation. County shall enter authorized Outreach employees and vehicles in County's automated fuel system. Outreach shall inform County of any changes of drivers and/or vehicles. Outreach will be provided keys and gate passes for the fuel system for after-hour use. Each fuel facility lists after hours contact information for service issues. No private vehicles shall be allowed to use the fueling facilities.

The fuel rate is based on the monthly average of the weekly rate charged to the county under its County Fuel Contract #575-123106-SCC (the "Fuel Supply Contract"). This fuel supply contract is set to expire June 30, 2016, and subsequently may be subject to change. Outreach, while under terms of this agreement, will pay the fuel cost plus \$.40/gallon for administrative surcharge.

County will provide fuel cards to be assigned to Outreach vehicles for fueling outside of the service area at private fuel stations. Rate for card transactions will be dependent on market price and negotiated discount with fuel card provider.

- 1.5 *Hours of Operation*: Hours of operation for the County Fleet Maintenance facilities are as follows:

2265 Junction Avenue, San Jose, 6:00 A.M. – 1:00 A.M.

South Yard, 13600 Murphy Avenue, San Martin, 7:30 A.M. – 4:00 P.M.

All facilities shall be open and in operation five (5) days a week; Monday through Friday, with the exception of County holidays. Repairs to high priority vehicles will be available on a 24-hour, seven day-a-week basis. If repairs are required to be done outside of hours listed above, a minimum 3 hours labor will be charged at the standard overtime rate, which is one and one half the regular hourly rate. Towing to the closest County maintenance facility will be available as an alternative.

- 1.6 *Warranty of Workmanship*: County agrees to warranty its workmanship on services and repairs for a period of 45 days from completion of work.

- 1.7 *Work Authorization*: County shall be authorized to complete any routine service or repair, which is less than \$1,000 (total parts and labor). Any service or repair, which is \$1,000 or more, shall require the specific authorization of the Outreach coordinator or designee.

County will identify vehicle repairs covered by manufacturer warranty and will provide for vehicle transport to and from the factory authorized warranty station. Facilitation of this action will be charged cost of transportation in addition to one half hour of labor.

County shall promptly furnish the Outreach coordinator with a copy of each completed work order, including work done by outside vendors. Said work order

will contain a detailed listing of all parts installed, labor hours, and other services rendered to the vehicle. Technician observations and recommendations shall be noted.

- 1.8 *Collision Repairs:* County will provide Outreach the choice to facilitate collision repair at the Elmwood facility. County will contract for outside appraisal on all damage estimates. Outreach will be charged cost of materials, twenty (20) percent administrative fee and Auto Body Repairer labor hours. County will subcontract all frame damage repairs. Outreach will be charged cost and twenty (20) percent administrative fee.

Vehicles scheduled for repair at the Elmwood facility must be devoid of all personal items as inmates will provide labor. Should vehicles require on site inspection at Elmwood, County must be notified to schedule Outreach employee access to the secured facility.

- 1.9 *Permits and Licenses:* If any license, permit or approval is necessary from any agency whatsoever for the work/service to be performed, County shall obtain same, at County's expense, prior to commencement of said work/service.

2. **COMPENSATION:** As full consideration for the satisfactory performance and completion by County of the services set forth in this Agreement, County shall invoice for actual services completed monthly as set forth below:

- 2.1 *Billing:* County shall bill Outreach direct for all services performed pursuant to this agreement.

Each charge shall be to a specific vehicle.

- 2.2 *Billing Rates:*

Labor	\$90.00/hr (includes overhead and mechanic helper costs)
Parts	Cost + 20%
Fuel	Cost + \$.40/gallon
Commercial	Cost of Labor and/or Parts + \$75 surcharge

Fuel billings will include detailed transaction showing vehicle number, driver, date, current odometer reading gallons and type of fuel dispensed, and fueling site for each fueling.

“Commercial” is defined as third party vendors that provide labor and parts to the County for Outreach vehicles and equipment.

- 2.3 *Authorized Expenditure:* Total expenditure for services (excluding fuel) performed under this Agreement shall not exceed \$1.5M.

- 2.4 Outreach shall pay County within 30 days of receipt of proper monthly billing.

3. **TERMINATION:** Either party may, at any time after ten days from execution of this Agreement, terminate this agreement, in whole or in part, for convenience, by giving 60 days written notice specifying the effective date and scope of such termination. In the event of termination, all data prepared by County Fleet Department under this agreement shall become property of Outreach and shall be promptly delivered to Outreach. Upon termination, the County Fleet department may make and retain a copy of such materials. County shall be entitled to receive payment for work/services/materials/fuel provided prior to termination of the Agreement.

4. **ASSIGNABILITY**
This Agreement may not be assigned by either party without the consent of the other party.

5. **INDEMNIFICATION**
In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and Outreach agree that pursuant to Government code 895.4, each of the parties hereto shall fully indemnify and each of the other parties, their officers, board members, employees and agents,

harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government code Section 810.8) occurring by reason of the negligent acts of omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts of omissions or willful misconduct of the other parties hereto, their officer, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

6. **INSURANCE REQUIREMENTS**

Throughout the term of this Agreement Outreach shall maintain the policies of insurance described in the Certificate of Coverage set forth in Attachment C, which is attached hereto and incorporated by reference.

7. **GOVERNING LAW & VENUE**

Outreach and County agree that the law governing this agreement shall be the law of the State of California. Proper venue for legal action regarding this Agreement will be in the County of Santa Clara.

8. **COMPLIANCE WITH LAWS**

Both parties shall comply with all applicable laws, ordinances, codes and regulations, whether local, state or federal.

9. **WAIVER**

The failure of County to insist upon the strict performance of any of the terms, covenants or conditions of this agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

10. **NOTICES**

Amendments will be considered as notices.

All notices required to be given under this Agreement, or which either party may wish to give, shall be in writing and shall be personally served or mailed by regular mail, postage prepaid and return receipt requested, addressed as follows:

Outreach:
OUTREACH
926 Rock Avenue, Suite 10
San Jose, CA 95131

COUNTY:
County of Santa Clara
Fleet Management
2265 Junction Avenue
San Jose, CA 95131-1211

Or to such other place as either party may designate by written notice.
Amendments will be considered as notices.

11. **WRITTEN AGREEMENT**

This Agreement represents the entire understanding by and between the parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives relative to the matters contained herein are revoked and extinguished by this Agreement.

12. **TERM OF AGREEMENT**

This Agreement shall commence on July 1, 2011, and shall have a term of five years. It is understood, however, that either party shall have the right to terminate this Agreement on sixty (60) days written notice. Outreach may exercise an option to extend the Agreement for three (3) additional one (1) year periods. On the same terms and conditions herein upon sixty (60) days written notice issued prior to the end of the then current term.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SANTA CLARA COUNTY

Date: _____

By: _____
President, Board of Supervisors
County of Santa Clara

ATTEST: Clerk, Board of Supervisors

Date: _____

APPROVED AS TO FORM
& LEGALITY

Date: _____

Deputy County Counsel

OUTREACH

Date: _____

By: _____
President/CEO
OUTREACH

APPROVED AS TO FORM
& LEGALITY

Date: _____

Attorney, OUTREACH