COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: April 19, 2016

Submitting Department(s):
Planning & Public Works Agency

Contact: Matthew J. Gomes, Deputy Director
Phone: (530) 934-6530

BRIEF SUBJECT/ISSUE DESCRIPTION:
PPWA seeks approval from the Board of Supervisors to enter into multi-year agreement with City of Willows for Fleet Vehicles Rental, Maintenance and Repair Services. (Triennial Renewal)

AGENDA PLACEMENT
APPOINTMENT – Appearances by: (Specify Name & Title)

 Required ___ Minutes

☐ Business – No ☐ Consent
☐ Correspondence ☐ Reports & Notices

AFFECTED DEPARTMENT(S)
☐ Receive Concurrency

ATTACHMENTS
☐ Board Report
☐ Letter
☐ Minute Order
☐ Contract
☐ Transfer
☐ Grant App.
☐ Resolution
☐ Ordinance
☐ Proclamation
☐ Policy Update
☐ Code Update
☐ Other

LEGAL/PERSONNEL/FISCAL
☐ County Counsel
☐ Personnel
☐ Finance

CLERK INSTRUCTIONS
☐ Return Minute Order
☐ Return Certified Copy Of:
☐ Other:

PUBLIC HEARINGS & COMMITTEE VACANCIES
☐ State ☐ Federal

Public Hearings:
☐ Published
☐ Affidavit on File w/Clerk
☐ Affected Parties Notified

Committees:
☐ Vacancy Posted
☐ Application Attached

LEGISLATION
Bill#: ___
☐ Latest Version of Bill
☐ Draft Letter Attached
☐ List of Supporters/Opposers
☐ Statement of Relevance to County Interests
☐ Description Attached

FUNDING SOURCE/IMPACT
☐ General Fund Impact
☐ Other: _____
☐ Budgeted
☐ Transfer Attached
☐ 4/5ths Vote Required
☐ Contingency Request

CONTRACTS, LEASES & AGREEMENTS
☐ New ☐ Renewal
☐ Amendment
☐ Insurance Certificate
☐ Contract Report

Date of Original Contract:
Contract No.:
Fiscal Year:

RECOMMENDED ACTION/MOTION:

Authorize Di Aulabaugh, Deputy Director Planning & Public Works Agency to execute contract between County of Glenn and City of Willows for Fleet Vehicles Rental, Maintenance, and Repair Services. (GC Admin 09.02.06)

Reviewed By (If applicable):

Matthew J. Gomes, Deputy Director
Personnel Director

Di Aulabaugh, Deputy Director
Department of Finance

cc:
BOARD REPORT

EXECUTIVE SUMMARY:
PPWA seeks approval from the Board of Supervisors to enter into multi-year agreement with City of Willows for Fleet Vehicles Rental, Maintenance and Repair Services. (Triennial Renewal)

RECOMMENDATION(S):
Authorize Di Aulabaugh, Deputy Director Planning & Public Works Agency to execute contract between County of Glenn and City of Willows for Fleet Vehicles Rental, Maintenance, and Repair Services. (GC Admin 09.02.06)

HISTORY AND BACKGROUND:
Glenn County Fleet Services, a department of Planning & Public Works Agency, provides various transportation services to the Departments, Agencies and programs of the County in accordance with the Glenn County Administrative Manual, Title 14 – Fleet Management Policy. Additionally, these services are extended to other public agency partners, such as the cities of Orland and Willows who contract with the County for law enforcement vehicle services. The current agreement expires this June 30, 2016.

FISCAL/PERSONNEL IMPACT(S):
Three year contract based on charges per mile. Revenues earned from these contracts are deposited to the Fleet Service Center Internal Service Fund #02200000 and replacement funds are deposited to Fleet Reserve-City of Willows #02195988.

ANALYSIS/DISCUSSION:
Since the early 1990’s the Crown Victoria was the predominant vehicle used by local, state and federal law enforcement. Glenn County, like many other agencies, has become very proficient in the outfitting, repair and maintenance of these vehicles and was able to repurpose specialized equipment from prior year models onto the latest models. In April 2011, Ford Motors stopped taking orders for Crown Victoria Patrol Sedans. Glenn County received its last new Crown Victoria in February of 2011.

Local agencies then began the transition to the sport utility patrol model receiving the first of that type in September of 2013. The Fleet Service Center has since been servicing both the Crown Victoria’s and the new sport utility patrol vehicles. Parts, emblems and outfitting equipment are not interchangeable nor modifiable for that purpose. It has taken some time for staff to familiarize themselves with the new model and its equipment. As experience is gained staff has become more proficient. Until all of the Crown Victoria’s are phased out the Fleet Service Center will continue to stock equipment, emblems and other related parts for both vehicle types.
This Agreement is entered into on April 19, 2016 by and between the COUNTY OF GLENN, hereinafter called “COUNTY” and the CITY OF WILLOWS, hereinafter called “CITY,” for the provision of law enforcement transportation.

WHEREAS, the County of Glenn provides various transportation, including the routine maintenance service & repairs, to its Agency’s in accordance with the Glenn County Administrative Manual, Title 14 – Fleet Management Policy; and

WHEREAS, the City of Willows has a need to lease law enforcement vehicles, including the routine maintenance service and repairs thereof; and

WHEREAS, the parties acknowledge that in the spirit of intergovernmental cooperation and the encouragement of a local approach to provide/retain certain services, it would be in the best interests of the public and their respective agencies to contract for such services.

NOW, THEREFORE, the parties agree as follows:

RESPONSIBILITIES OF COUNTY
COUNTY shall provide law enforcement, special service and other Fleet vehicles to CITY. See current list, Exhibit A – Vehicle Inventory (attached to and made part of this Agreement). Law enforcement vehicles shall meet standards set by the State of California, Highway Patrol Agency. In addition to transportation provided to CITY, COUNTY will perform services for the maintenance & repair of vehicles leased under this contract, in accordance with Glenn County Administrative Manual, Title 14, Fleet Management Policy.

RESPONSIBILITIES OF CITY
CITY shall report to COUNTY, any mechanical or maintenance issues of vehicles leased under this Agreement, in a timely manner. Preventative maintenance services will be performed every 4,000 vehicle miles. CITY shall also report to COUNTY, vehicle odometer readings at each month-end, for vehicles leased under this agreement.

COMPENSATION
CITY shall pay COUNTY upon receipt of monthly detailed invoices. COUNTY’s costs shall be recovered using current rates, as detailed on Exhibit B – Rates, attached to and made part of this Agreement.

TERM OF AGREEMENT
This agreement shall commence on the date of signing and shall terminate June 30, 2017. Thereafter, this agreement will continue in full force and effort for successive periods of one (1) year commencing on each July 1st, unless either party gives the other party written notice of non-renewal on or before July 1st of any year. This agreement may be extended no more than three (3) times for a total of three years, after June 30, 2017.
ENTIRE AGREEMENT: MODIFICATION
Except as set forth in Title 14, Fleet Management Policy, this Agreement may only be modified by written amendment hereto executed by both parties. It constitutes the entire Agreement between parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

NONASSIGNMENT OF AGREEMENT
The parties hereto shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the other party. Any attempt at assignment of rights under this agreement except for those specifically consented to by both parties shall be void.

INSURANCE
CITY shall procure and maintain, during the life of this Agreement, public liability insurance in an amount not less than $100,000 for injuries, including death, to any one person, and subject to the same limit for each person, in an amount of not less than $300,000 on account of one incident or occurrence, and property damage insurance in an amount of not less than $50,000. Immediately thereafter, CITY shall deliver to COUNTY'S Fleet Manager, an "Additional Insured Endorsement" naming COUNTY, its officers, employees, and agents as additional insured under the aforesaid policy. This certificate shall contain a provision that coverage afforded under the policy will not be canceled until at least 20 days' prior written notice has been given to COUNTY.

MUTUAL INDEMNIFICATION CLAUSE
Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

OWNERSHIP OF VEHICLES
It is specifically understood and agreed that the leased vehicles subject to this Agreement are the sole property of COUNTY and shall remain as such, after the termination of this Agreement.
AGREEMENT BETWEEN COUNTY OF GLENN AND THE CITY OF WILLOWS
FOR THE PROVISION OF LEASED LAW ENFORCEMENT VEHICLES, INCLUDING
ROUTINE MAINTENANCE AND REPAIR SERVICES

DISPUTES
If any action of law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

NOTICES
Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to COUNTY:
Glenn County Fleet Management
453 E. County Road 49 ½
Willows, CA 95988
(530) 934-6544

If to CITY:
Willows Police Department
201 N. Lassen
Willows, CA 95988
(530) 934-3456

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signing.

CITY OF WILLOWS:

COUNTY OF GLENN:

Wayne Peabody, Acting City Manager
Di Aulabaugh, Deputy Director
Glenn County Planning & Public Works

Approval as to Form

Houston T. Carlyle, Jr., County Counsel
County of Glenn, California
# EXHIBIT A - VEHICLE INVENTORY

## Willows Police Department

<table>
<thead>
<tr>
<th>Co.Asset #</th>
<th>Unit #</th>
<th>Year</th>
<th>Make/Model</th>
<th>License #</th>
<th>VIN</th>
<th>Purchase Price</th>
<th>Add'l Cost</th>
<th>Marked Unit</th>
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<tbody>
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<td>6203</td>
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<td>30,776.98</td>
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<td>Ford F150 Pickup</td>
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<td>19,603.35</td>
<td>3,929.87</td>
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</table>

Purchased by Wlos Police Dept. - Agency requests vehicles be placed in both the O&M and Replacement programs. The Expedition to be replaced at 100,000 miles and the F150 Pickup will have a replacement mileage of 125,000 mi.
EXHIBIT B - RATES

OPERATION & MAINTENANCE: O&M provides for the service of routine preventative maintenance & mechanical repairs which include labor, parts & materials and performed in accordance with manufacturer recommendations.

O & M Rate: $.20/per mile

REPLACEMENT: Rates will be formulated using CITY'S replacement mileage (100,000 miles, unless otherwise noted) and the vehicle purchase price, including additional cost of law enforcement equipment & installation.

Replacement Rates:

<table>
<thead>
<tr>
<th>Vehicle Make/Model</th>
<th>Category</th>
<th>Replacement Mileage</th>
<th>Rate Per Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford Crown Victoria</td>
<td>SEDAN</td>
<td>100,000</td>
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<tr>
<td>Ford Explorer-Unmked</td>
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<td>100,000</td>
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<tr>
<td>Ford Explorer-Marked</td>
<td>SUVM</td>
<td>100,000</td>
<td>0.40</td>
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<tr>
<td>Ford Expedition</td>
<td>SSV</td>
<td>100,000</td>
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<tr>
<td>Ford F150 Pickup</td>
<td>PICKUP</td>
<td>125,000</td>
<td>0.19</td>
</tr>
</tbody>
</table>

SHOP RATE: Work performed beyond the scope of routine maintenance & repair for vehicles leased under this Agreement

Shop Rate: $75.00/per hour

Current WPD Rates

<table>
<thead>
<tr>
<th>County Asset #</th>
<th>Unit #</th>
<th>Category</th>
<th>Make/Model</th>
<th>Replacement Mileage</th>
<th>Replacement Rate</th>
<th>O &amp; M Rate</th>
<th>Total Rate Per Mile</th>
<th>Marked Unit?</th>
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</thead>
<tbody>
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<tr>
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<td>SEDAN</td>
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<td>$0.20</td>
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<tr>
<td>6410</td>
<td>3</td>
<td>SUVU</td>
<td>Ford Explorer</td>
<td>100,000</td>
<td>$0.37</td>
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<td>$0.20</td>
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<tr>
<td>WPDS5</td>
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<td>SSV</td>
<td>Ford Expedition</td>
<td>100,000</td>
<td>$0.41</td>
<td>$0.20</td>
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<td>SUVM</td>
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<td>PICKUP</td>
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