

**AGREEMENT BETWEEN LAKE COUNTY WATERSHED PROTECTION DISTRICT  
AND ALL IN ONE AUTO REPAIR AND TOWING**

This Contract is made and entered into this 27th day of August 2019, by and between the Lake County Watershed Protection District, hereinafter referred to as "DISTRICT" and All In One Auto Repair and Towing hereinafter referred to as "CONTRACTOR".

**WITNESSETH**

WHEREAS, the DISTRICT has identified in Bid No. 19-14, the need to remove and prevent abandoned and turned-in recreational vessels and related marine debris from California's waterways under the reimbursement grant awarded to the DISTRICT by the California Division of Boating and Waterways Surrendered and Abandoned Vessels (SAVE) Program, hereinafter referred to as "Project"; and

WHEREAS, the CONTRACTOR has extensive experience with retrieving and towing abandoned and surrendered vessels; and

WHEREAS, the CONTRACTOR is qualified and experienced to perform said services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACTOR'S RESPONSIBILITIES:

CONTRACTOR shall provide services as described in Exhibit "A", Bid No. 19 – 14 Request for Proposal for Surrendered and Abandoned Vessels (SAVE) Towing and Disposal Services, dated July 2019, attached hereto, and CONTRACTOR'S Proposal for Surrendered and Abandoned Vessels (SAVE) Towing and Disposal Services dated July

23, 2019, attached hereto as Exhibit "B", both of which are incorporated by this reference as if fully set forth herein.

2. DISTRICT'S RESPONSIBILITIES:

For services described above, DISTRICT shall pay CONTRACTOR on a case by case basis with the "Cost Proposal" set forth in Exhibit "B" herein. A total sum not to exceed \$50,000.00 (Fifty Thousand Dollars.) for the entire duration of the contract effective until September 30, 2020.

3. TERM

- A. This CONTRACT shall commence on August 20, 2019 and shall continue in full force and effect through September 30, 2020, or until terminated as hereinafter provided.
- B. CONTRACTOR shall provide county with a quote for each case if not identical than the cost set forth in Exhibit B "Cost Proposal". The DISTRICT acknowledges that vessel and / or parts removal could result in differencing costs dependent on factors of each project. Costs identified in Exhibit B "Cost Proposal" are a close estimate for the removal of each vessel, and final costs of each project will need approval from DISTRICT prior to the start of each project. If DISTRICT does not approve the quote for each case prior to services from CONTRACTOR the CONTRACT shall be terminated.

4. TERMINATION

This CONTRACT may be terminated as follows:

- A. By mutual consent of the parties; or

B. By DISTRICT or CONTRACTOR upon thirty (30) days written notice to other party.

Upon termination, DISTRICT shall pay CONTRACTOR for all services satisfactory completed by CONTRACTOR prior to the effective date of said termination. Compensation shall be paid within thirty (30) days after receipt by District of CONTRACTORS itemized statement(s) under the condition described in Section 13(b) of Exhibit A.

Termination shall have no effect upon the rights and obligations of the parties pursuant to the terms of this CONTRACT which arise prior to the termination date.

5. STANDARD OF CARE

CONTRACTOR represents that he is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONTRACTOR or designated subcontractors, in a manner according to generally accepted vessel towing and disposal services at the time the work is performed.

6. INSURANCE

CONTRACTOR shall not commence work under this contract, until it has obtained all the insurance required herein, certificates of insurance have been delivered to DISTRICT, and said insurance has been approved by DISTRICT. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to DISTRICT.

CONTRACTOR shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained. Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with DISTRICT within ten (10) days after the date of execution of this Contract by CONTRACTOR:

A. Compensation Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work is sublet, CONTRACTOR shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR'S Workers' Compensation Insurance.

B. Public Liability and Property Damage Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR'S business in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Contract until he has had delivered to DISTRICT an "Additional Insured Endorsement" naming DISTRICT, its

officers, employees, and agents as additional insureds under each of the aforesaid policies in sub-paragraphs (B) and (C) of section 6 in "Exhibit A".

7. INDEMNIFICATION-HOLD HARMLESS

Each Party shall indemnify and hold harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorneys' fees; that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability loss, damage, cost, expenses, and/or attorney's fees.

This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. CONTRACTOR'S liability hereunder shall be limited by the County to the amount of the available coverage under CONTRACTOR'S insurance coverage as described in Section B herein.

CONTRACTOR'S obligations under this Section shall survive the termination of the Agreement.

8. ASSIGNMENT

CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the DISTRICT, except that claims for money due or to become due the CONTRACTOR from the DISTRICT under this Contract may be assigned by the CONTRACTOR to a bank, trust company, or other financial institution without such approval, written notice of any such transfer shall be furnished promptly to the DISTRICT. Any attempt at assignment of rights under this

Contract except for those specifically consented to by both parties or as stated above shall be void.

9. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of the Contract, CONTRACTOR is an independent Contractor and is not an employee, agent or servant of DISTRICT. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of Accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONTRACTOR and CONTRACTOR'S officers, employees, and agents who are engaged in the performance of this contract (including without limitation, unemployment insurance, social security, and payroll tax withholding).

10. MODIFICATION

This Contract may be modified only by a written amendment hereto, executed by both parties.

11. NON-DISCRIMINATION IN EMPLOYMENT

In the performance of the work authorized under this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, mental condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTORS and subcontractors shall comply with provisions of the Fair Employment

and Housing Act (Government Code, Sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Sections 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

12. ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, 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.

13. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by CONTRACTOR hereunder shall become the property of DISTRICT.

14. INTEREST OF CONTRACTOR

CONTRACTOR hereby covenants that it has, at the time of the execution of this Contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Contract. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

15. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

16. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice in writing, to the other party:

DISTRICT:

Lake County Watershed  
Protection District  
255 N. Forbes Street  
Lakeport, CA 95453

CONTRACTOR:

All In One Auto Repair and Towing  
2531 Stokes Ave.  
Upper Lake, CA 95485

17. ADDITIONAL PROVISIONS

This Contract shall be governed by the laws of the State of California. It constitutes the entire Contract between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties related to the subject matter of this Contract.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Contract on the day and year first above written.

DISTRICT:

LAKE COUNTY WATERSHED  
PROTECTION DISTRICT

CONTRACTOR:

All In One Auto Repair and Towing



By: \_\_\_\_\_  
Chair, Board of Directors

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Federal Identification Number)

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

ATTEST:  
CAROL J. HUCHINGSON  
Clerk of the Board

By:  \_\_\_\_\_

By: \_\_\_\_\_