

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Sheriff

BOARD AGENDA: 6.B.3
AGENDA DATE: January 23, 2018

SUBJECT:

Approval to Amend the Agreement with Wild Rose Motors for Patrol Vehicle
Refurbishing Within the Existing Contract Period Ending June 30, 2018

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0047

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff

BOARD AGENDA:6.B.3
AGENDA DATE: January 23, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Amend the Agreement with Wild Rose Motors for Patrol Vehicle Refurbishing Within the Existing Contract Period Ending June 30, 2018

STAFF RECOMMENDATION:

1. Approval to amend the current agreement with Wild Rose Motors, increasing the contract maximum from \$95,000 to \$200,000.
2. Authorize the Purchasing Agent to execute the Amendment with Wild Rose Motors, sign any necessary documents, and execute any subsequent amendments, within the approved funding level, on behalf of the County.

DISCUSSION:

The Sheriff's Department, along with the General Services Agency (GSA) Fleet Manager, has been working on a refurbishing program for the patrol based Ford Interceptor sedan. The Ford Interceptor sedan has been in existence for many years and has proven to be a safe and reliable vehicle for law enforcement; however, it is no longer produced by Ford. The sole source vendor, Wild Rose Motors, performs full refurbishment of Ford Interceptor sedans and is used by many law enforcement agencies throughout the country. The refurbishment service includes a Ford three-year unlimited mileage warranty accessible through any Ford dealership.

With the assistance of GSA Purchasing, the Sheriff's Department "piggy backed" off an approved Request for Proposal for a Sheriff Interceptor Refurbishment Program through the County of Spokane, Washington, dated October 2015. The Sheriff entered into an Agreement for Independent Contractor Services with Wild Rose Motors in July 2017.

The Sheriff's Department sent four vehicles to Wild Rose Motors to be refurbished in October 2017 and has received the first completed refurbished vehicle back. Fleet Services has inspected this vehicle and determined that the parts and workmanship is of very high quality. The refurbishing program will help Fleet Services to meet the demand for patrol vehicles by extending the useful life of our patrol vehicles. Furthermore, this program will save an average of \$13,000 per fully outfitted vehicle since the Department will not have to outfit the vehicles with emergency lights and equipment. This program will be administered by Fleet Services, who will determine when there is a vehicle that needs to be sent to Wild Rose Motors to be refurbished. Replacement of these refurbished vehicles will be at 100,000 miles, or as otherwise recommended by the Fleet Manager, similar to new patrol vehicles.

Since the Sheriff's Department has had success with the first refurbished patrol vehicle, the Department, through Fleet Services, would like to send four more vehicles to Wild Rose Motors. Sending the additional four vehicles requires an increase to the contract maximum. The initial agreement has a contract maximum of \$95,000. The Department will increase the contract amount through an amendment to \$200,000 for Fiscal Year 2017-2018 to meet the demand for refurbishing services.

POLICY ISSUE:

County policy requires Board of Supervisors' approval for all contracts and transactions exceeding \$100,000.

FISCAL IMPACT:

The cost of sending four patrol vehicles to be refurbished is estimated to be \$100,000. The Department will be using existing Fiscal Year 2017-2018 Adopted Legal Budget appropriations from the Sheriff's Operations Legal Budget Unit to pay for the contract increase. The increase will cover the cost of the vehicle refurbishing which the department will pay for instead of purchasing new replacement vehicles.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priorities of *Supporting Strong and Safe Neighborhoods* and *Delivering Efficient Public Services and Infrastructure* by allowing for this less expensive alternate vehicle replacement strategy.

STAFFING IMPACT:

Existing Sheriff and Fleet Services staff will manage the agreement and oversee the vehicles being refurbished.

CONTACT PERSON:

Adam Christianson, Sheriff-Coroner

Telephone: (209) 525-7216

ATTACHMENT(S):

1. Wild Rose Motors Amendment 1
2. Wild Rose Motors Original Agreement FY 2017-2018

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES**

Reference is MADE TO THE Agreement for Independent Contractor Services effective July 1, 2017 by and between the County of Stanislaus (County) and Wild Rose Motors ("Contractor"), as amended.

Whereas, the County and the Consultant wish to increase the total compensation under the existing contract due to increased needs for Consultant's services. The need to increase the amount of total compensation for the Consultant is due to the demand for more refurbished Ford Crown Victoria Police Interceptors. Accordingly, there is a greater need for Contractor's services.

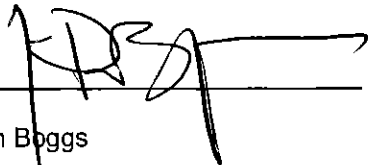
WHEREAS, Section 17 of the agreement provides that the parties may modify the agreement by mutual consent in written form.

NOW, THEREFORE, the parties hereby agree as follows:

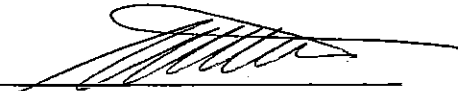
- A. Paragraph 2 of Section B of Exhibit A to the Agreement is amended to read as follows:
 - 2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$200,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.
- B. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties of their duly authorized representatives have executed this First Amendment as of this _____.

COUNTY OF STANISLAUS


By: 
Keith Boggs
GSA Director/Purchasing Agent

WILD ROSE MOTORS

By: 
Seton Montgomerie
Owner

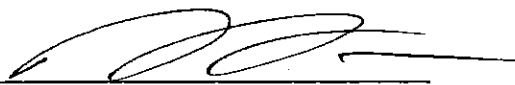
APPROVED AS TO CONTENT:

Department of SHERIFF

By: 
Adam Christianson
Sheriff-Coroner

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 
Robert J. Taro
Deputy County Counsel

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Wild Rose Motors, ("Contractor") as of September 28, 2017.

Recitals

WHEREAS, the County has a need for services involving the refurbishment of Ford Crown Victoria Interceptors as described in the County of Spokane Washington's Request for Proposal ("RFP") P9505-Sheriff Interceptor Refurbishment Program (Exhibit A);and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items

is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:
Stanislaus County Sheriff's Department
250 E Hackett Rd
Modesto, CA 95358

To Contractor:
Wild Rose 911
3901 E. La Palma Avenue #A
Anaheim, CA 92807

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

- This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and

executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

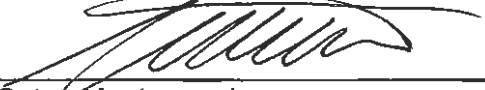
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

"County"

WILD ROSE MOTORS

By: 
Seton Montgomerie
Owner

"Contractor"

APPROVED: BOS Resolution # _____

APPROVED AS TO CONTENT:
Sheriff's Department

By: 
Adam Christianson
Sheriff

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Robert J. Taro, Deputy County Counsel

N:\DATA\CO\CONTRACT\TEMPLATES 2016\INDEPENDENT CONTRACTOR AGREEMENT 2016.DOC

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

Pursuant to the requirement of the State of California and all applicable local regulations, Contractor shall provide refurbishment of Crown Victoria Interceptors as referenced under the County of Spokane Washington's RFP P9505 and the Contractor's Response to RFP P9505, both of which are incorporated herein by this reference dated February 9, 2016, made a part hereof.

The Contractor shall perform full refurbishment for Stanislaus County Sheriff's Department Crown Victoria Interceptors. The refurbishment consists of but not limited to inspection, repair, removal and installation of replacement components.

Refurbishment Services:

Contractor shall perform full refurbishment of the Ford Crown Victoria Interceptors in accordance with standard industry and commercial practices, manufacturer's specifications that will ensure continuous and safe vehicle operation of the Ford Crown Victoria Interceptors in accordance with all federal, state, and local laws and regulations. The Contractor shall provide all required equipment, tools, personnel, materials and supplies necessary to accomplish the services.

Refurbishing of Ford Crown Victoria Police Interceptor (P71) vehicles includes the following:

Engine/Transmission

- Remanufactured Transmission-3 year unlimited mile manufacturer's warranty;
- Remanufactured Engine-3 year unlimited mile manufacturer's warranty;
- Test and replace engine & transmission mounts;
- Replace fuel injectors (if needed);
- Replace fuel pump;
- Replace oil cooler lines;
- Replace radiator;
- Replace water pump;
- Replace alternator and starter motor; and
- Replace serpentine belt/idler pulleys.

Brakes

- Upgrade to DOT 4 racing brake system, increasing boiling point to 689;
- Replace master cylinder with new Ford master cylinder;
- Upgrade to cryogenic rotors and upgraded performance pads;
- Replace brake lines;
- Replace ABS sensors (if needed); and
- Replace flex brake rubber hoses x 4.

Suspension

- New top and bottom A-Arms;
- New shocks;
- New sway bar bushings;

- New sway bar A-Arm connecting rods;
- Replace bottom A-Arm mounting bushings to frame;
- Replace other bushings; and
- Full wheel alignment.

Rear End/Differential

- Replace spring buffer rubber installation;
- New bearings and seals;
- New axle bearings and axle;
- New driveshaft universal joints;
- Reconditioned rear end w/new crown wheel and pinions;
- New rear end suspension bars and bushings; and
- Track bars.

Body Work & Exterior

- Minor body work and pain (one color) based on the customer specifications.

Steering

- Check and replace rack and pinion steering;
- Replace tie rod ends;
- Check and replace power steering pump;
- Check and replace any other defective or worn components;
- Replace damaged steering rack boots;
- Check column for worn parts and replace if needed; and
- Replace column shifter rod bushes.

Interior

- Check and replace damaged controls;
- Reupholster front seats;
- Repair or replace damaged flooring;
- Check and replace door hinges;
- Check and replace broken or damaged, headlights, marker lights;
- Check and replace wiring, columns and bushes;
- Check and replace dash light bulbs;
- Remove and check for worn, broken and defective wiring;
- Check and service/recharge air conditioning;
- Replace broken or defective interior door panels, plastic moldings, seat belts, heating and A/C controls, glove box, rear view mirror; and
- Check and replace window control button and central locking (if needed).

Misc./Other Services

- Inspect exhaust, mounts and replace;
- Replace harmonic balancer;
- Replace any damaged or worn hoses;
- Replace indicator and wiper control switch if needed;
- Check and replace A/C fan control module;
- Replace damaged wiper blades;
- Replace power window operating switch (driver's side);
- New wheel studs and lug nuts;

- Replace AC fan motor;
- Replace gas cap;
- Replace rear bumper clips;
- Replace hood adjustment mounts;
- Replace all radiator hoses;
- Replace heater hoses;
- Replace steering wheel;
- Test and replace relays; and
- Replace damaged dash glass.

Inspection and Testing

- 3 part inspection including mechanical inspection, master floor man inspection and independent third party master technician inspection with report;
- Thorough road test and professional engine bedding-in process; and
- Rear inspection for leakage.

All services as noted in provided by Contractor and the manner in which services are to be provided are more particularly set forth in Spokane County's Request for Proposal RFP P9505; the Contractor's responding proposal (the "RFP Response"); Notice to Proposers; Information for Proposer; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in the Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

B. COMPENSATION

1. The Contractor shall be compensated for the services provided under this Agreement as follows:

FULL REFURBISHMENT

\$22,500 EACH

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$95,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

1. Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from July 1, 2017 through June 30, 2018, unless otherwise terminated as provided below.

2. Paragraph 3.4 of the body of this Agreement is amended to read as follows:

Either party may terminate this agreement upon at least thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.