

Standard Professional Services Agreement (“PSA”) Revision G – October 2021

AGREEMENT FOR PROFESIONAL SERVICES

This agreement ("Agreement"), dated as of January 1, 2024 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Santa Rosa Junior College, a political subdivision of the State of California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified, license, and, experienced in the providing driver safety training courses and related services; and

WHEREAS, in the judgment of the County of Sonoma Human Resources Department, as a result of a Request for Proposal process completed in November 2023, it is necessary and desirable to employ the services of Consultant to provide occupational health and safety services and related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

- 1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.
- 1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws, it being understood that

acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
 - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior reasonable notification to the County.
 - c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B provided, however, that total payments to Contractor shall not exceed \$180,000 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2024, to December 31, 2026, with the option to extend for two one- year periods unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination. The parties shall meet and confer prior to any termination for cause. If parties can agree on a cure for the defect, then Contractor shall provide County with a reasonable opportunity to cure.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to

the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent, or Human Resources Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C which is attached hereto and incorporated herein by this reference.
7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.
8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or

Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications

as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.
11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Andrew Lemen, Safety Manager
Human Resources Department
County of Sonoma
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403

TO: CONTRACTOR:

Charisse Arnold
Director In-Service/Corrections Programs
SRJC Public Safety Training Center
Windsor, CA95492

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County

acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: SANTA ROSA JUNIOR COLLEGE

COUNTY: COUNTY OF SONOMA

By: _____
Name: _____
Title: _____
Date: _____

CERTIFICATES OF INSURANCE REVIEWED, ON FILE, AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Janell Crane, Director of Human Resources
Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel
Date: _____

EXECUTED BY:

By: _____
Janell Crane, Director of Human Resources
Date: _____

Exhibit A

Scope of Work

Contractor will provide five levels of safe driver courses to the County of Sonoma employees. All courses will be provided at the Public Safety Training Center driver training facility, located approximately 7 miles from County of Sonoma Administration. The Contractor's five-acre, state-of-the-art driver training track offers the capability to train in collision avoidance, slalom course, turn-around and boot leg turn exercises, off-set lane maneuvers, skid techniques, backing, parallel parking, trailer pull exercises, precision maneuvering, and other driving skills.

The Contractor's classroom facilities provide for the in-class instruction to cover subject matter to include but not limited to safety, vehicle inspections, vehicle codes, related policy and procedures, liability, defensive driving, vehicle dynamics, skids, principles of steering, and more.

Contractor may make minor curriculum adjustments agreed upon between Contractor and the County. County owned vehicles and trailers will be used for all training.

Key County personnel involved in this project would include the County of Sonoma Risk Management and related personnel. A schedule of classes would be negotiated between Contractor and the County on an annual basis, with ongoing conversations throughout the contractual period to adjust the frequency of classes being offered, as well as the curriculum if deemed necessary. No software is needed or required by the Contractor to participate in this process.

The County may cancel a class with a minimum of seven (7) business days' notice and will not be charged for such class by Contractor. Such notice shall be delivered in writing either by fax (707) 836-2948 or e-mail. Notice shall be sent to Charisse Arnold (or designee), Director, In-Service/Corrections Programs (carnold@santarosa.edu).

- i. All instructors listed have the relevant, specialized, and legislatively mandated training and education and experience to provide specialized training regarding driver training and trailer pulling techniques.
- ii. Training topics to be offered include driver training and trailer pull techniques and coursework. Details of each course are outlined under 'Courses,' as well as in the course outlines below.

Courses:

1. Initial Driver Training Course (8-hour)

- a) **Objective:** To provide skills, increase knowledge, and enhance level of training needed to develop accident-avoidance behaviors and safe driving practices.
- b) **Target Audience:** Full, part-time, and temporary employees who drive on County business.
- c) **Course Content, Structure, and Format:** The following content is covered during class (but not limited to): safety orientation, policy and legal issues, vehicle dynamics, defensive driving, intersection exercises, backing and parking exercises to improve driver training skills, judgment and decision making behind the wheel.
- d) **Minimum and maximum class size:** 18 is the minimum and 22 is the maximum.
- e) **Course length (# of hours):** Eight hours (8).
- f) **Location:** Santa Rosa Junior College Public Safety Training Center, 5743 Skylane Boulevard, Windsor, CA, 95492. The driver training track is in the southwest corner of facility.
- g) **Program requirements or pre-requisites:** Valid State of California driver's license required for every employee/attendee. County shall provide one (1) vehicle for each of two (2) employees attending training classes.
- h) **Recommended training frequency:** The initial eight-hour (8) course is recommended once as an introductory course.
- i) **Techniques and methods used for program evaluation and continuous quality improvement:** Program evaluation conducted via student feedback in the form of course evaluation upon completion of course. Instructor meetings held as needed for course management and evaluation.

2. Refresher Driver Training Course (5-hour)

- a) **Objective:** To enhance skills and increase the knowledge and level of training while building on skills developed in the Initial Driver training course.
- b) **Target Audience:** Full, part-time, and temporary employees who drive on County business.
- c) **Course Content, Structure, and Format:** The following content is covered during class (but not limited to): safety orientation, policy and legal issues, vehicle dynamics, defensive driving, intersection exercises, backing and parking exercises to improve driver training skills, judgment and decision making behind the wheel.
- d) **Minimum and maximum class size:** 18 is the minimum and 22 is the maximum.
- e) **Course length (# of hours):** Five hours (5).
- f) **Location:** Santa Rosa Junior College Public Safety Training Center, 5743 Skylane Boulevard, Windsor, CA, 95492. The driver training track is in the southwest corner of facility.
- g) **Program requirements or pre-requisites:** Valid State of California driver's license required for every employee/attendee. County shall provide one (1) vehicle for each of two (2) employees attending training classes.
- h) **Recommended training frequency:** The 5-hour Refresher course is recommended every two years.
- i) **Techniques and methods used for program evaluation and continuous quality improvement:** Program evaluation conducted via student feedback in the form of course evaluation upon completion of course. Instructor meetings held as needed for course management and evaluation.

3. Trailer Initial Course (8 hours)

- a) **Objective:** To provide skills, increase knowledge, and enhance level of training needed to develop accident-avoidance behaviors and safe driving practices while towing a trailer. This includes safe driving practices and steps necessary to properly match a tow vehicle and trailer with its load; how to properly connect a trailer to tow vehicle; how to assess weight distribution; and methods and practices for safe vehicle control while towing a trailer.
- b) **Target Audience:** Full, part-time, and temporary employees who drive on County business who maintain a Class C driver's license and drive a vehicle and trailer on County business.
- c) **Course Content, Structure, and Format:** The following content is covered during class (but not limited to): safety and equipment orientation, policy and legal update, collision avoidance, parking and backing exercises, controlled braking, precision maneuvers, and vehicle dynamics.
- d) **Minimum and maximum class size:** 10 is the minimum and 12 is the maximum.
- e) **Course length (# of hours):** Eight hours (8).
- f) **Location:** Santa Rosa Junior College Public Safety Training Center, 5743 Skylane Boulevard, Windsor, CA, 95492. The driver training track is in the southwest corner of facility.
- g) **Program requirements or pre-requisites:** Valid State of California driver's license required for every employee/attendee. County shall provide one (1) vehicle plus a trailer for each of two (2) employees attending training classes.
- h) **Recommended training frequency:** The eight-hour Trailer course is recommended once as an introductory course for anyone with a Class C driver's license, who will as part of job responsibilities pull a trailer.
- i) **Techniques and methods used for program evaluation and continuous quality improvement:** Program evaluation conducted via student feedback in the form of course evaluation upon completion of course. Instructor meetings held as needed for course management and evaluation.

4. Trailer Refresher Course (4 hours)

- a) **Objective:** To enhance skills, increase knowledge and the level of training while building on skills developed in the Initial Trailer course. This includes safe driving practices and steps necessary to properly match a tow vehicle and trailer with its load; how to properly connect a trailer to tow vehicle; how to assess weight distribution; and methods and practices for safe vehicle control while towing a trailer.
- b) **Target Audience:** Full, part-time, and temporary employees who drive on County business who maintain a Class C driver's license and drive a vehicle and trailer on County business.
- c) **Course Content, Structure, and Format:** The following content is covered during class (but not limited to): safety and equipment orientation, policy and legal update, collision avoidance, parking and backing exercises, controlled braking, precision maneuvers, and vehicle dynamics.
- d) **Minimum and maximum class size:** 10 is the minimum and 12 is the maximum.
- e) **Course length (# of hours):** Four hours (4).
- f) **Location:** Santa Rosa Junior College Public Safety Training Center, 5743 Skylane Boulevard, Windsor, CA, 95492. The driver training track is in the southwest corner of facility.
- g) **Program requirements or pre-requisites:** Valid State of California driver's license required for every employee/attendee. County shall provide one (1) vehicle plus a trailer for each of two (2) employees attending training classes.
- h) **Recommended training frequency:** The four-hour Trailer Refresher course is recommended every 2 years for anyone with a Class C driver's license, who will as part of job responsibilities pull a trailer.
- i) **Techniques and methods used for program evaluation and continuous quality improvement:** Program evaluation conducted via student feedback in the form of course evaluation upon completion of course. Instructor meetings held as needed for course management and evaluation.

5. Individual Driver Skills (One-on-One @ 2-4 hours)

- a) **Objective:** To provide specific skills, knowledge, and training to address an employee's noted driving challenges and issues. Issues would be identified, and training areas developed after discussion between the supervisor of employee and training center staff.
- b) **Target Audience:** County of Sonoma employees determined to benefit from individualized skills training.
- c) **Course Content, Structure, and Format:** Content of the Individual Driver Skills course is determined on an as-needed basis. This type of class will be customized once the instructor has assessed the individuals' driving performance.
- d) **Minimum and maximum class size:** Based on this type of class and activity, one person per class session.
- e) **Course length (# of hours):** Two to four hours (2-4), depending on needs identified and scope of work.
- f) **Location:** Santa Rosa Junior College Public Safety Training Center, 5743 Skylane Boulevard, Windsor, CA, 95492. The driver training track is in the southwest corner of facility.
- g) **Program requirements or pre-requisites:** Valid State of California driver's license required for every employee/attendee. County shall provide one (1) vehicle and/or a trailer if needed for employee.
- h) **Recommended training frequency:** This course is intended for individuals who would benefit from one-on-one specialized instruction on an as-needed basis. Recommendations on training frequency would be determined based on the assessment of the individual's driving performance, along with consultation with the employee's supervisor.
- i) **Techniques and methods used for program evaluation and continuous quality improvement:** Program evaluation conducted via student feedback in the form of course evaluation upon completion of course. Instructor meetings held as needed for course management and evaluation.

Exhibit B Fee Schedule

The County may cancel a class with a minimum of seven (7) business days' notice and will not be charged for such class by Contractor. Such notice shall be delivered in writing either by fax (707) 836-2948 or e-mail. Notice shall be sent to Charisse Arnold (or designee), Director, In-Service/Corrections Programs (carnold@santarosa.edu).

<u>Program /Course Title</u>	<u>Cost per Student (at minimum class size per class)</u>	<u>Minimum Class Cost</u>
Initial 8-hour	\$250.00	\$4,500.00
Refresher 5-hour	\$160.00	\$2,880.00
Trailer Initial 8-hour	\$450.00	\$4,500.00
Trailer Refresher 4-hour	\$225.00	\$2,250.00
**Individual Driver Skills (One-on-One)	\$200.00 <i>PER HOUR</i>	\$200.00*

Additional courses may be developed in agreement between Contractor and County.

Note: Minimum cost for each class is reflected in the minimum class cost column. This is based on Contractor's minimum number of students per class. If at any point for any class the minimum number of students is not attained, the County may agree to pay the minimum cost for student enrollment of 18 for the Initial (8 hour) and Refresher (5 hour) Driver Training classes or 10 students for the Initial Trailer (8 hour) and Refresher Trailer (4 hours) classes as an alternative to class cancelation.

Exhibit C

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employer Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$2,000,000 per Accident; \$4,000,000 Disease per employee; \$2,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; 4,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

3. Automobile Liability

- a. Minimum Limit: \$2,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$2,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be

continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Driver Training -County of Sonoma Agreement 1/1/2024 to 12/31/2026.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is County of Sonoma, Department of Human Resources, 575 Administration Drive, Suite 116B, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may

deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.