

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND HILL ENTERPRISE'S TOWING

This agreement ("Agreement") is entered into between the County of Tehama, through its Department of Environmental Health, ("County") and Steve Hill DBA HILL ENTERPRISE'S TOWING ("Contractor") for the purpose of removal of abandoned vehicles and parts thereof in various states of condition within the County of Tehama

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform, on behalf of the County, on an as needed basis, the necessary services to remove, store and dispose of abandoned, wrecked, dismantled or inoperative vehicles and parts thereof (collectively referred to as "Vehicles") from private or public property within Tehama County, which have been declared a public nuisance or hazard in accordance with California and local Statutory law. Contractor shall impound, store, and dispose of the vehicles as provided in the California Vehicle Code and any applicable ordinances and public agency procedures. All costs associated with the impounding, storage, and disposal of the vehicles shall be the responsibility of the Contractor.

Contractor shall perform all services according to the terms of Exhibit B and C and shall meet all requirements and deadlines set forth in Exhibit B and Exhibit C.

In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibits, the main body of the Agreement shall take precedence.

2) RESPONSIBILITIES OF THE COUNTY

County shall submit all undisputed charges properly invoiced by Contractor in a claim for reimbursement to the Tehama County Abandoned Vehicle Abatement Service Authority ("TCAVASA"). County shall not submit charges for and does hereby dispute by default any Vehicle Abatement in which Contractor has not been issued a County's Written Tow Authorization by the Tehama County Department of Environmental Health.

3) COMPENSATION

Contractor shall be paid a flat fee for services rendered under this agreement as outlined in Exhibit C. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee outlined in Exhibit C, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4) BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall notify Contractor of any disputed charges within 30 days of receipt of Contractor's invoice. Concurrently, County shall submit all undisputed charges in a claim for reimbursement to the TCAVASA. Payment shall be made directly from TCAVASA to Contractor. County is not obligated to pay for services which are not properly invoiced in accordance with this section.

5) TERM OF AGREEMENT

The effective date of this agreement shall be May 1, 2025 and shall terminate on April 30, 2028 unless terminated in accordance with section 6 below. The contract may be extended for up to three additional years with one-year extensions upon agreement of the parties.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under

this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director of Tehama County Environmental Health.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be

rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

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

If to County:

Tehama County Department of Environmental Health

Director
633 Washington Street, Room 36
Red Bluff, CA 96080

If to Contractor: Hill Enterprise's
20795 Dalby Lane
Red Bluff, CA 96080

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than

the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, T CPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to

530-529-9711
Vendor/Contractor phone number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

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

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B
SERVICES TO BE PROVIDED

SCOPE OF WORK:

On an as needed basis, Contractor shall perform the necessary services to remove, store and dispose of abandoned, wrecked, dismantled or inoperative vehicles and parts thereof (collectively referred to as "Vehicles") from private or public property within Tehama County, which have been declared a public nuisance or hazard in accordance with California and local statutory law.

Contractor shall perform such vehicle abatement services for the County of Tehama (i.e., within the unincorporated area of the County) for a period of up to **three years**. Contractor shall further allow any incorporated city in Tehama County (Red Bluff, Corning, and/or Tehama) to utilize the services outlined herein at the same pricing, terms and conditions as set forth in the contract between the Contractor and the County. Contractor shall enter into a separate contract with any eligible city desiring to use these services. Any liability created by the use of these services by any local agency other than the County of Tehama shall be the sole responsibility of said local agency.

Contractor shall ensure that the tow truck drivers responding to calls initiated by Tehama County are qualified and competent employees of the Contractor's Company. Contractor shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and/or recovery of the various types of vehicles. Drivers shall perform all towing and recovery operations in the safest and most expedient manner possible. Tow truck drivers shall be at least 18 years of age and shall possess the proper class license and endorsement for the towed and towing vehicles.

Contractor shall only abate said Vehicles after receipt of the County's Written Tow Authorization. The County's Written Tow Authorization is a written authorization issued to Contractor by the Tehama County Department of Environmental Health ("Authorizing Agency"). Contractor shall abate said Vehicles as required by the Authorizing Agency between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. If, however, the Authorizing Agency determines that a Vehicle presents a hazard, Contractor shall immediately abate said Vehicle upon request and receipt of the County's Written Tow Authorization.

Contractor shall immediately clean up any parts which become dislodged from any Vehicles being abated pursuant to this Agreement. Contractor shall store all Vehicles in a secure storage yard.

Contractor may request a Written Authorization Disposal Form ("DMV Form 180" and "DMV Form 462") from the Authorizing Agency pursuant to California Vehicle Code section 22851.3. Contractor is responsible for and shall store and keep safe said Vehicles in a lawful, secure vehicle storage yard approved by the County. Contractor shall store said Vehicles until the disposal date authorized on the DMV Form 462, or until completion of a lien sale pursuant to Vehicle Code Section 22851. Disposal of said Vehicles shall only be a licensed dismantler or scrap iron processor. Contractor shall not otherwise sell Vehicles to the public. Contractor shall process disposal authorization forms according to California Vehicle Code and Department of Motor Vehicle requirements.

Contractor shall have the right to all salvage materials and to any and all funds received from the sale of said salvage materials which are derived from abatements performed in accordance with this Agreement. Pursuant to California Vehicle Code Section 22661, however, the Vehicles shall not be reconstructed or made operable.

Contractor shall perform all services in a safe and workmanlike manner. Contractor shall comply with all applicable statutes, ordinances and regulations, including, but not limited to, those governing licensed vehicle dealers, dismantlers and junkyards.

While involved in Tehama County Vehicle Abatement Services the tow operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following:

1. Rude or discourteous behavior.
2. Lack of service, selective service, or refusal to provide service which the operator is/should be capable of performing.
3. Any act of sexual harassment or sexual impropriety.
4. Unsafe driving practices.
5. Exhibiting any objective symptoms of alcohol and/or drug use.

EXHIBIT B-1
TOW TRUCK REQUIREMENTS:

Contractor shall equip and maintain any tow truck used in the performance of the Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices.

1. As minimum equipment requirements, Contractor shall possess and maintain the following:
(1) Class A Tow Truck; (2) Class B Car Carrier; (3) Class C Heavy Duty Tow Truck or Carrier.
2. Contractor shall maintain each truck with auxiliary equipment required to perform the duties.

EXHIBIT B-2
PAYMENT FOR SERVICES:

COUNTY'S WRITTEN TOW AUTHORIZATION:

County shall not compensate Contractor for any Vehicle Abatement unless Contractor has been issued a County's Written Tow Authorization by the Tehama County Department of Environmental Health.

DEFINITIONS:

1. Priority Tow: Tow services for vehicles that are reported by California Highway Patrol, County Sheriff, City Police Department and impact Health & Safety due to the location and/or condition of the vehicle(s) require the quickest response time.

2. Standard Vehicles: Standard Vehicles are those vehicles which may be lawfully towed by a Class A tow truck.

3. Difficult Tow Vehicles: Difficult Tow Vehicles are those vehicles that lawfully cannot be towed by a Class A tow truck, or which otherwise require special handling, including, but not limited to, the following vehicles:

- a. Pickup trucks with campers
- b. Travel trailers, fifth-wheel trailers, and motor homes;
- c. Buses and bus conversions;
- d. Commercial trucks, semi-trucks, dump trucks and moving vans.

4. Vehicle Parts: Vehicle Parts that can be loaded by hand and over-sized parts (motors/transmissions) that cannot be loaded by hand and are not part of the towed vehicle also qualify for removal under the AVA Program.

5. Boat Trailers: Boat trailers qualify under the AVA Program, however Boats by themselves do not qualify. AVA funds will only pay for the abatement of the boat trailer, not the boat. Contractor may or may not approve to remove a boat on a trailer, however the boat does not qualify for reimbursement under this program.

6. Disposal of Trash & Waste Materials: Contractor shall be responsible for the lawful disposal of any trash or waste materials contained within the Vehicles prior to final disposition of the vehicle at no additional charge to the County. Should Contractor discover hazardous materials within the vehicle, Contractor shall call "911".

7. Physical Tow Locations. Contractor shall remove abandoned vehicles from all types of properties and roadways, both improved and unimproved throughout the County and Cities. Property access and roadway widths will vary. Contractor's equipment shall be able to negotiate all types of properties and roadways regardless of improvements. Should Contractor determine a vehicle to be non-accessible for removal, Contractor shall immediately notify County in writing (fax or email), at which time the County will determine whether the vehicle is still eligible for removal under the Abandoned Vehicle Abatement Program.

INVOICING & RECORDKEEPING:

Contractor shall demonstrate good recordkeeping practices. County shall be entitled to audit Contractor's books and records. Such books and records shall be retained by Contractor for a period of two years from the date of the final payment or until a County audit is completed.

Invoices for Payment shall be submitted to the County Department of Environmental Health by the fifteenth of each month. The invoice shall list all Vehicles towed in the previous calendar month. For each Vehicle, the invoice shall include the following information:

- a. Tow Date
- b. Copy of the Written Tow Authorization;
- c. Copy of the Tow Slip which **shall include the County Tow Authorization Case #;** make of the Vehicle, License Plate Number (or the last four numbers of the VIN); the location/address of the pickup point, owner signature and the location of the storage or disposal point; and
- d. Type of Tow (Standard or Difficult)
- e. Copy of Form 180 or Form 462

Invoices shall be delivered by mail or personal delivery. Invoices shall be deemed received at the time of actual delivery. Invoices sent by mail shall be addressed as follows:

**Tehama County Department of Environmental Health
Attn: Abandoned Vehicle Abatement Program
633 Washington Street, Room 36
Red Bluff, CA 96080**

EXHIBIT "C"

PROPOSALSHEET

1. Proposals must be quoted as a flat rate per vehicle classification to be removed to the wrecking/Dismantle yard.
2. Contractor must be capable of providing proof of liability insurance in the amount of \$1,000,000.
3. Contractor shall provide service on an "as requested" basis. County shall provide a minimum of four (4) hour notice and Contractor shall respond within twenty-four (24) hours of receiving service request. Exceptions may be granted by County personnel due to holidays and weekends, and extenuating circumstances such as with off-road recoveries.
4. The County intends to award the contract (see sample attached) on the basis of the lowest total cost. Please keep in mind that cost, while an important factor, will not be the sole determining factor. The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the District in its sole discretion, and may be awarded to other than the lowest proposer. The County reserves the right to award Proposal to one contractor or multiple contractors, in the County's sole discretion.
5. Contractor shall submit claims monthly. There is no guarantee as to an annual contract dollar amount.
6. Up to a three-year agreement is contemplated for vehicle abatement services. The agreement shall be subject to the satisfactory negotiation of terms, approval of the County Board of Supervisors and the annual availability of an appropriation.

Each Vendor, by submitting a Proposal, certifies that it is not a party to any collusive action to fix prices.

A. COMPENSATION:

1. Vehicles requiring a Class "A" Tow \$ 100.00
Vehicles requiring a Class "B" Tow \$ 100.00
Vehicles requiring a Class "C" Tow \$ 100.00
2. Motor Homes \$ 450.00
3. Pickup with Cab over Camper \$ _____
(Cab over Camper must be on vehicle to qualify for program.)
4. Travel Trailers, fifth wheel trailers \$ 250.00 (17-24 feet in length)
Travel Trailers, fifth wheel trailers \$ 350.00 (25-30 feet in length)
Travel Trailers, fifth wheel trailers \$ 450.00 (30-45 feet in length)
Travel Trailers, fifth wheel trailers \$ 450.00 (over 46 feet in length)
5. Boats and Boat Trailers \$ 100.00
(To qualify for program the Boats must be on trailer – no compensation will be given for the disposal of the Boat.)
6. Vehicle Parts that can be loaded by hand \$ 0.00
Vehicle Parts – Oversized (motors/transmissions) \$ 0

RECEIVED

FEB 28 2025

TEHAMA COUNTY
ENVIRONMENTAL HEALTH

These amounts will be in effect for a minimum 12-month period. If the vendor desires to include price increases at any time during the three-year agreement term, those increases must be included in the proposal.

Contractor declares that all representations made herein are true and correct under penalty of perjury.

Firm Name: Steve Hill

Address: 20795 Dalby Ln.
Red Bluff, Ca, 96080

Telephone No.: 530-529-9711

License Type/No.: Tow operator N/A

License Expiration Date: N/A

Signature of Contractor

Title: Owner

Date of Proposal: 2-28-25

Tow Equipment Available: _____

Light, Medium and Heavy

Location of Storage Yard: 20795 Dalby Ln

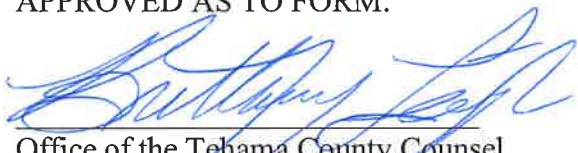
E-Contract Review
Approval as to Form

Department Name: Tehama County Department of Environmental Health

Contractor Name: Steve Hill DBA Hill Enterprise's Towing

Contract Description: Removal of Abandoned Vehicles and Parts

APPROVED AS TO FORM:


Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 03/13/2025



Tehama County Minutes Certification

File Number: 25-0420

Enactment Number: MISC. AGR 2025-087

7. ENVIRONMENTAL HEALTH

25-0420

a) AGREEMENT- Approval and authorization for the Chairman to sign the agreement with Hill Enterprises for the purpose of providing towing services through the Tehama County Abandoned Vehicle Abatement program for a flat fee as listed in Exhibit C, effective 5/1/25 and shall terminate 4/30/28 (*Subject to receipt of required insurance documentation*).

Enactment No: MISC. AGR 2025-087

Approval of the Consent Agenda.

A motion was made by Supervisor Walker, seconded by Vice Chair Nolen, to approve the Consent Agenda #1-9, #11-12 and the addendum. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 4/15/2025.

Attest:

A handwritten signature in black ink, appearing to read "Sean Houghtby", is written over a horizontal line.

Deputy

April 21, 2025

Date Certified