

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

May 5, 2026

FROM

MOE YOUSIF, Interim Director, Project and Facilities Management

SUBJECT

Service Agreement with Loop Global Inc. for Operation and Access to the Electric Vehicle Charging Station Network for the Valley Communication Center Project

RECOMMENDATION

Approve Service **Agreement No. 26-332**, including non-standard terms, with Loop Global Inc., for the period of May 5, 2026 through May 5, 2029, for access to the Loop Network electric vehicle charging station network, with an automatic renewal for successive three-year periods, subject to the County's right to terminate the Service Agreement without cause upon giving 30 days' advance written notice for the Valley Communication Center Project located at 153 S. Lena Road in San Bernardino.

(Presenter: Moe Yousif, Interim Director, 387-5000)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Operate in a Fiscally Responsible and Business-Like Manner.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost) or additional costs to the project budget. Under the Service Agreement, each user will access the charging stations by downloading the Loop Global Inc. (Loop) mobile application, establish their own payment method, and be responsible for all applicable fees. Loop will collect user fees, retain 10% of each kilowatt-hour (kWh) charge, a \$2.00 monthly network fee per charging port, and a \$2.00 activation fee per session, with remaining revenues deposited into the County General Discretionary Fund. The charging rate is \$0.37 per kWh for the first four hours, after which a parking fee of \$0.20 per minute applies following a 10-minute grace period, capped at \$48. Networking costs are recovered through user fees pursuant to County Ordinance No. 4457.

BACKGROUND INFORMATION

San Bernardino County (County) is constructing a new facility known as the Valley Communication Center (Project), located at 153 South Lena Road in San Bernardino. The Project is a new three-story, 75,085 gross square foot building, 200-foot-tall communication tower on the 6.85-acre site that will include all associated onsite and offsite improvements. The completed Project will be the new mission-critical facility that must be operational 24 hours per day, 365 days per year, under extreme conditions, as the primary Emergency Operations Center and a potential health agency in the San Bernardino Valley.

**Service Agreement with Loop Global Inc. for Operation and Access to
the Electric Vehicle Charging Station Network for the Valley
Communication Center Project
May 5, 2026**

The building will be occupied by the Sheriff/Coroner/Public Administrator, Office of Emergency Services, San Bernardino County Fire Protection District, Consolidated Fire Agencies, Inland Counties Emergency Medical Agency, Innovation and Technology Department, and the Project and Facilities Management Department. The facility will be capable of self-support and self-sufficiency over an extended duration of time and act as a stand-alone facility in the event of a disaster. The desired operational model requires significant facility enhancements that include utility, base isolation, and technological system redundancies to facilitate continual operations.

Approval of the Service Agreement (Agreement) with Loop will provide the 12 County-owned electric vehicle charging stations access to the Loop network for electric vehicle charging services at the Project.

The Agreement allows for automatic renewal in successive three-year terms, with the option to terminate with ninety (90) days prior notice; however, the County retains the right to cancel the contract without cause upon 30 days' written notice to Loop's General Counsel.

The Agreement includes non-standard terms and omits certain County standard terms. The non-standard and missing terms include the following:

1. Loop provides a limited warranty for parts, excludes any indirect, incidental, special, punitive or consequential damages, and limits liability for all claims to the price paid for the charging station.
 - There is no warranty requirement in the County standard contract. The County expects its vendors and service providers to fully warrant the products and services provided to the County.
 - Potential Impact: The County's ability to seek recovery for any damages is limited, which may result in the County failing to recover full damages if there is a claim.
2. Loop limits liability to the greatest extent legally possible. Vendor is not liable for any special, indirect, incidental, consequential, punitive or exemplary damages of any kind, including but not limited to, loss of profits and loss of, or damage to animals or property.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess.
3. Loop's contract requires the County to indemnify, defend and hold harmless Loop against any damages incurred by Loop in connection with any Claim made or brought against Loop by a third party arising out of (a) the excluded claims, (b) any misuse or improper maintenance of the Electric Vehicle Supply Equipment, (c) customer's operation of a charging station and chargers at the site (other than claims subject to indemnification by Loop under section 10.1), including any personal injury (including death) or injury to property caused to persons due to conditions of the site, or (d) any violation of applicable laws and regulations by Customer.
 - The County standard contract indemnification provision requires the contractor to indemnify, defend, and hold County harmless from third-party claims arising out of the acts, errors or omissions of any person. The standard contract provision for intellectual property indemnity is: vendor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and

**Service Agreement with Loop Global Inc. for Operation and Access to the Electric Vehicle Charging Station Network for the Valley Communication Center Project
May 5, 2026**

- losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.
- Potential Impact: By agreeing to indemnify Loop, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time-limited, or expense-limited could be brought against Loop without such limitations and the County could be responsible to defend and reimburse Loop for costs, expenses, and damages, which could exceed the total Agreement amount.
4. Loop's contract has a three-year term but if it is not cancelled in writing at least 90 days prior to the expiration of that period, it is automatically renewed for another three-year term. The County retains the right to terminate the contract at any time without cause.
- County Policies 11-05 and 11-06SP1 do not permit indefinite term or automatically renewing contracts except for end user license agreements, software/hardware licenses and subscriptions, and master service agreements or unless approved by the Board.
 - Potential Impact: There is no end term to the contract and the County is indefinitely bound to the terms and conditions of the contract until it is cancelled.

PROCUREMENT

The Purchasing Department supports this non-competitive procurement based on specialized credentials as Loop is the original manufacturer of the electric vehicle charger stations and provider of the charging station network.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Daniel Pasek, Deputy County Counsel, 387-5455) on March 24, 2026; Sheriff (Jose Torres, Administrative Manager, 387-3465) on March 27, 2026; Purchasing (Ariel Gill, Supervising Buyer, 387-2070) on March 27, 2026; Project and Facilities Management (Jon Aldana, Interim Chief of Project Management, 387-5115) on April 1, 2026; and County Finance and Administration (Eduardo Mora, Administrative Analyst, 387-5285) on April 22, 2026.

**Service Agreement with Loop Global Inc. for Operation and Access to
the Electric Vehicle Charging Station Network for the Valley
Communication Center Project
May 5, 2026**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: May 5, 2026



cc: PFMD - Brammer w/agree
Contractor- c/o PFMD w/agree
File - w/agree

MBA 05/11/2026