

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

February 10, 2026

FROM

PETE MENDOZA, Director, Purchasing Department

SUBJECT

Agreement with U.S. Bank, for Program Corporate Payment Systems, under Sourcewell Voyager Fleet Card Services.

RECOMMENDATION(S)

1. Approve **Agreement No. 26-84** with U.S. Bank, Corporate Payment Systems for participation in the U.S. Bank Voyager Fleet Cobrand Card Program for fleet card fueling services under Sourcewell Contract No. 030625-USB, including non-standard terms, beginning upon final execution through June 27, 2029.
2. Authorize the Purchasing Agent to execute any non-substantive documents and participating addendums that may be required on the U.S. Bank Voyager Fleet Cobrand Card Program Application Contract No. 030625-USB, subject to County Counsel review.
3. Direct the Director of Purchasing to transmit addendums to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Pete Mendoza, Director, 387-2073)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Promote and Fulfill the Countywide Vision.

Operate in a Fiscally-Responsible and Business-Like Manner.

Foster Sustainable Development Through Strategic Partnerships.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). Fleet card fueling services are provided to local government agencies at no cost. County departments utilizing fleet card fueling services are responsible for including fuel expenses in their respective budgets, and fuel costs vary depending on departmental usage. The County currently spends an average of \$2.85 million annually for the Voyager Fleet Card Services Program (Program), based on spending for the past four years.

BACKGROUND INFORMATION

The recommendation to continue participation in the Program will allow County departments utilizing fleet card fueling services to continue service without any interruptions to the Program. The Program credit card, owned by U.S. Bank, Corporate Payment Systems (U.S. Bank), allows County employees to refuel at over 6,500 private gas stations. County vehicles are routinely fueled at County-owned fueling sites; however, at times, it is necessary for County employees to refuel at non-County-owned facilities.

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On November 1, 2016 (Item No. 33), the Board of Supervisors (Board) authorized participation in the Program through National Association of State Procurement Officials (NASPO) Participating Addendum No. 7-16-99-27 offered by the State of California, Department of General Services, Office of Fleet and Asset Management (State) through its agreement with U.S. Bank. The original term of the State's agreement was November 1, 2016, through December 31, 2018. On December 21, 2018, the State extended the term to December 31, 2020, and then signed an additional amendment on October 28, 2020, extending the term to June 30, 2021. Agencies participating in the Program were not required to submit additional documents, as the participation agreements were automatically extended.

In March 2021, the State informed participating agencies that a new vendor, WEX, had been awarded the fleet card fueling services contract and the existing State agreement with U.S. Bank would terminate on June 30, 2021. At that time, the Purchasing Department (Purchasing) began to research the best options available for County fleet card fueling services.

Fleet Management and the Sheriff/Coroner/Public Administrator have used the Program for fleet card fueling services since February 29, 2000. After consulting with these departments, Purchasing determined that it was in the best interest of the County to continue participating in the Program with the services currently in place. In April 2021, U.S. Bank notified Purchasing about the opportunity to participate in the Program under a newly established agreement with Sourcewell Contract No. 080620-USB. Sourcewell is a group purchasing organization that offers competitively solicited purchasing contracts for products and equipment to government and other public entities. A review of the Sourcewell contract revealed multiple terms that conflicted with the County's standard contract terms.

On May 26, 2021, U.S. Bank notified Purchasing that the County would be automatically grandfathered into a continuation of the Program under the same terms established under NASPO Participating Addendum No. 7-16-99-27 in order to allow time to negotiate the terms of the agreement. On June 22, 2021 (Item No. 70), the Board approved continued participation in the Program through June 30, 2022, allowing Purchasing to continue negotiations for the non-standard contract issued by U.S. Bank under Sourcewell.

On April 22, 2022, negotiations were completed and the final negotiated terms of the contract issued by U.S. Bank under Sourcewell were submitted for Board approval on April 12, 2022 (Item No. 38). The Board approved the U.S. Bank standard commercial contract, including the non-standard terms under Sourcewell contract No.080620-USB, for the benefit of allowing County departments to participate in and purchase the Fleet card services without any interruptions to the program until April 11, 2026.

On September 8, 2025, Sourcewell awarded Contract No. 030625-USB to U.S. Bank replacing the prior Sourcewell Contract No. 080620-USB. Approval of this item authorizes the County to participate in the new Sourcewell Contract, and avoid any interruption to the Program.

The Agreement is U.S. Bank's standard commercial contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. The non-standard terms include the following:

1. U.S. Bank makes no warranties, express or implied.
 - The County standard contract term is that contractor fully warrants its services and product.

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- Potential Impact: The County will not possess a claim for the statutory or common implied warranties of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance so the County will be using these services solely at its own risk
2. The contract requires the County to indemnify U.S. Bank against all claims arising out of Intellectual Property Infringement, violation of law, gross negligence, intentional misconduct, or any County Default.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify U.S. Bank, 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 U.S. Bank without such limitations and the County would be responsible to defend and reimburse U.S. Bank for costs, expenses, and damages, which could exceed the total contract amount.
 3. U.S. Bank's maximum liability to the County is limited to the cost fees paid by the County over a twelve-month period.
 - 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
 4. The contract does not include insurance standards as required pursuant to County Policy 11-07.
 - The County standard contract requires the contractor to carry the insurance specifications as stated in County Policy 11-07SP.
 - Potential Impact: The contract does not include County standard insurance requirements. This means that the County has no assurance that U.S. Bank will be financially responsible for claims that may arise.
 5. Termination for Convenience: There is no termination for convenience in the contract.
 - The County standard contract gives the County the right to terminate the contract, for any reason, with a 30-day written notice of termination without any obligation other than to pay amounts for services rendered.
 - Potential Impact: County can only terminate the contract during the term of an uncured breach by U.S. Bank, or a change in the terms of the agreement by U.S. Bank, with 30 days written notice of termination.

Purchasing recommends approval of participating in the new agreement with U.S. Bank under Sourcewell Contract No. 030625-USB, including the non-standard terms, because the benefits of allowing County departments to participate in and purchase the fleet card fueling services outweigh the potential risk.

Purchasing also recommends authorizing the Purchasing Agent to execute non-substantive documents related to Sourcewell Contract No. 030625-USB,. Administrative updates to the U.S. Bank Voyager Fleet Cobrand Card Program application, including but not limited to changes to Purchasing Department's address related to the Department's relocation.

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PROCUREMENT

On January 16, 2025, Sourcewell posted a public notice of Request for Proposals No. 030625 for Fleet Payment Solutions Related Services with a proposal deadline of March 6, 2025. Sourcewell received eleven proposals:

Proposer Name
Apex Consultants, Inc
Circle K Stores, Inc.
GPM Empire, LLC.
K-Dimensional Holdings, Inc.
Mansfield Oil of Gainesville, Inc.
Openlane Technology Corporation
Rhombus POS, Inc.
Rynse, Inc.
U.S. Bank National Association
Wevo Energy, Inc.
WEX Bank

Based on the criteria listed in the RFP, including financial viability and marketplace success, ability to sell and deliver solutions, marketing plan, value added attributes, depth and breadth of offered solutions, and pricing, the evaluation committee ranked U.S. Bank No. 1 among all the proposers and recommended award for U.S. Bank. As a political subdivision, the County is allowed to participate in this cooperative agreement to purchase for Voyager Fleet Card Services Program.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Adam Ebright, Deputy County Counsel, 387-5455) on February 4, 2026; Fleet Management (Melanie Eustice, Deputy Director of Fleet Management, 387-7849) on December 2, 2025; Sheriff/Coroner/Public Administrator (Jose Torres, Bureau of Administration, 387-3465) on December 10, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on January 8, 2026; County Finance and Administration (Reviewer Kathleen Gonzalez, Administrative Analyst III, 387-5412) on January 22, 2026.

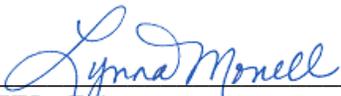
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Record of Action of the Board of Supervisors
San Bernardino County

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: February 10, 2026



cc: Purchasing - Gomez w/agree
 Contractor - c/o Purchasing w/agree
 File - w/agree
MBA 02/11/2026