



Contract Number

SAP Number

Fleet Management

Department Contract Representative
Telephone Number

Ron Lindsey
(909) 387-7870

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Customer requests vehicle maintenance, repair, fueling services, and/or Motor Pool rental/lease of vehicles; AND

WHEREAS, the County is qualified to provide these services; AND

WHEREAS, Customer desires that such services be provided by the County and the County agrees to perform these services as set forth below;

NOW, THEREFORE, the parties hereto enter into this Contract as a full statement of their respective responsibilities during the term of this Contract, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. COUNTY RESPONSIBILITIES

- a. The County shall provide *(maintenance, repair, fueling services and/or Motor Pool rental/lease vehicles)* as requested by Customer.
- b. *(*If applicable)* The County shall create, update and provide a schedule of vehicles due for maintenance. Current schedule and levels of service are published in Exhibit A.
- c. *(*If applicable)* Vehicle service schedules may be modified by the Customer at any time.
- d. Customer shall have access to all County fueling sites open to County vehicles. A list of fueling sites will be provided. The County will assign each of the Customer's driver a "PIN" to be used when obtaining fuel from the County.
- e. The County shall provide an updated list of costs (rates) of services as soon as practical after Board of Supervisor's approval. New annual rates become effective on July 1 of each year. The current fee schedule is provided in Exhibit B.

II. CUSTOMER RESPONSIBILITIES

- a. *(*If applicable)* Customer shall provide a list of assigned vehicles annually, or as changes occur, so that service schedules and vehicle records can be created.
- b. Customer shall provide a list of authorized drivers to purchase fuel annually, or as changes occur, so that PINs may be assigned.

III. GENERAL CONTRACT REQUIREMENTS

- a. **Legality and Severability**
The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- b. **Primary Point of Contact**
Customer will designate an individual to serve as the primary point of contact for the Contract. The Customer must respond to County inquiries within two (2) business days. The Customer shall not change the primary contact without written acknowledgement to the County. The Customer will also designate a back-up point of contact in the event the primary contact is not available.
- c. **Agreement Authorization**
Customer warrants and represents that the individual signing this agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this contract on the Customer's behalf.
- d. **Assignment**
This agreement, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.
- e. **Agreement Modification**
Both parties agree that any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of the Customer and the County.

f. Mutual Covenants

The parties to this Contract mutually agree to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

g. Contract Exclusivity

This is not an exclusive Contract. Customer reserves the right to enter into a contract with other contractors for the same or similar services. The Customer does not guarantee or represent that the County will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

h. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the County shall notify the Customer within one (1) working day, by telephone.

i. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

j. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

k. Informal Dispute Resolution

In the event the Customer determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

l. Records

The County shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

IV. TERM OF CONTRACT

This Contract shall be effective for a three (3) year term, commencing on the execution of the Contract by both parties and shall automatically renew for successive one-year terms thereafter. However, this contract may be terminated at any time, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate.

Written notice issued pursuant to this section by the Director of Fleet Management on behalf of the County shall be sent registered mail to the Customer contact. Written notice issued pursuant to this section by the Customer shall be sent registered mail to the Director of Fleet Management.

Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the County for services rendered and expenses reasonably incurred prior to the effective date of termination.

Upon receipt of termination notice, the County shall promptly discontinue services unless the notice directs otherwise. The County shall deliver promptly to Customer and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

V. FISCAL PROVISIONS

- a. The total dollar amount of this contract will be determined by the total number and nature of the services provided to the Customer by the County. There is no guaranteed maximum or minimum number of requests to be made under this contract.
- b. Customer will be invoiced monthly for **(maintenance, repair, fueling services and/or Motor Pool rental/lease vehicles)** based on the most current rates established by the County, updated July 1st of each year, as in Exhibit B. The County will provide a monthly invoice showing a breakdown of charges per vehicle and detailed work orders upon request.
- c. Customer shall remit full payment to the County within sixty (60) days of receipt of invoice from the County.
- d. Checks shall be made payable to:

County of San Bernardino
Fleet Management Department
210 N. Lena Road
San Bernardino, CA 92415-0842

- e. Late payment of any invoiced amount by a Customer will cause the County to incur additional accounting costs such as follow-up and processing of delinquent notices. The late charge assessed shall be fixed at three-quarters of one percent (0.75%) of the past amount(s) due plus \$100.00 for late payments made within thirty (30) days of the payment due date. An additional charge of \$100.00 and three-quarters of one percent (0.75) of the past due amount(s) shall be added for each additional thirty (30) day period that the balance remains unpaid.
- f. An invoice remaining unpaid ninety (90) days or more after the invoice date may be referred for debt collection and the County may immediately terminate delivery of all services. All "collection costs" incurred by the County shall be recouped from the Customer. Collection costs charged to the Customer are not a reimbursable expenditure under the contract.

VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Customer agrees to and shall comply with the following indemnification and insurance requirements:

- a. Indemnification – The Customer agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

- b. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
- c. Waiver of Subrogation Rights – The Customer shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Customer and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Customer hereby waives all rights of subrogation against the County.
- d. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- e. Severability of Interests – The Customer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Customer and the County or between the County and any other insured or additional insured under the policy.
- f. Proof of Coverage – The Customer shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Customer shall maintain such insurance from the time the Customer commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Customer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- h. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
- i. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Customer or County payments to the Customer will be reduced to pay for County purchased insurance.
- j. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Customer agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- k. The Customer agrees to provide insurance set forth in accordance with the requirements herein. If the Customer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Customer agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition, thereto, the Customer shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Customer and all risks to such persons under this Contract.

If Customer has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance – The Customer shall carry General Liability Insurance covering all operations performed by or on behalf of the Customer providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Customer is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Customer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
5. Abuse/Molestation Insurance – The Customer shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
6. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

VII. RIGHT TO MONITOR AND AUDIT

- a. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the County in the delivery of services provided under this Contract.
- b. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

VIII. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Fleet Management Department
210 Lena Road
San Bernardino, CA 92415

Name of Customer
Customer Address

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

IX. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive contract between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this contract not expressly set forth herein are of no force or effect. This contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this contract and signs the same of its own free will.

X. CONCLUSION

- a. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- b. **IN WITNESS WHEREOF**, the County of San Bernardino and the Customer have each caused this contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

Fleet Management Department

Name: Ron Lindsey

Title: Director of Fleet Management

Address: 210 N. Lena Road
San Bernardino, CA 92415-0842

Date: _____

NAME OF CUSTOMER

****If Applicable - Customer Department***

Name:

Title:

Address:

Date: _____

EXHIBIT A (*If applicable)

MAINTENANCE SCHEDULES & SCOPE OF WORK

These levels of service are available to all light duty vehicle customers of the Automotive Shop and Service Centers. Customer will determine exact service intervals.

1. PM A –

- a. Change oil and filter
- b. Lubricate and inspect:
 - i. Front suspension
 - ii. Driveline
 - iii. Steering
 - iv. Hinges
 - v. Brake and shift linkage
- c. Inspect / Correct
 - i. Fluid levels
 - ii. Drive belts
 - iii. Hoses
 - iv. Lights
 - v. Horn
 - vi. Exhaust system
 - vii. Tires & tire pressure
- d. Safety Inspection
- e. Visual brake inspection with wheels off (passenger vans and buses)

2. PM B – PM A plus:

- a. Inspect / replace air filter
- b. Inspect brakes with wheels off (all vehicles)
- c. Rotate tires
- d. Load test battery with carbon pile
- e. Inspect front hubs (4WD)

3. PM C – PM A-B plus:

- a. Inspect all lines and hoses for the fuel, brake and coolant systems
- b. Replace fuel filter (if applicable)
- c. Clean, inspect and repack all non-drive wheel bearings (if applicable)
- d. Clean, inspect and repack Front wheel bearings and locking hubs (4WD)
- e. Service automatic transmission fluid and filter
- f. Service Automatic transfer case (4WD)

4. PM D – PM A-B-C plus:

- a. Service to cooling system
 - i. Inspect hoses
 - ii. Replace thermostat
 - iii. Pressure test system and cap
 - iv. Replace coolant
- b. Service manual transmission fluid
- c. Service front differential fluid (4WD)
- d. Service rear differential fluid
- e. Service manual transfer case fluid (4WD)

EXHIBIT B

FEE SCHEDULES & ADMINISTRATION INFORMATION

Fee Schedule Effective 7/1/2020-6/30/2021

	LABOR LD & HD/HR	PARTS	GASOLINE	DIESEL	CARWASH
Cost	\$105 / \$121	Cost + 36%	Cost + \$0.45	Cost + \$0.45	\$8.00
Warranty	90 Days	90 Days	N/A	N/A	N/A

Fleet Management Emergency Phone Roster

Auto Shop		(909) 387-7859
Auto Shop Fleet Supervisor	Pete Taylor	(909) 387-7851
Heavy Shop Fleet Supervisor	Chris Coffey	(909) 387-7865
Generator Shop Fleet Supervisor	Jeff Lawver	(909) 831-8878
Fleet Superintendent	James Nguyen	(909) 831-5807
Fleet Superintendent	Craig Donovan	(909) 677-6224
Fleet Services Manager	Tina Insana	(909) 531-3552

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
, County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____