

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.22  
(ID # 12658)

**MEETING DATE:**

Tuesday, June 23, 2020

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreement with Penske Truck Leasing Company LP for Vehicle Maintenance, Fuel Service, and 24-Hour Roadside Assistance for Sheriff's Inmate Buses from Other than Low Bidder for Ten (10) Years ; [All Districts], [Ten Year Total Cost - \$5,000,000; Up to \$1,000,000 in Additional Compensation]; 100% Sheriff's Budget

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve payment of \$649,200 to Penske Truck Leasing Company LP for certain vehicle maintenance, fuel service, and roadside assistance services that were provided to the Sheriff's Department inmate buses during the period of March 1, 2019 thru March 31, 2020; and,
2. Ratify and approve the Professional Services Agreement with Penske Truck Leasing Company LP for Vehicle Maintenance, Fuel Service, and 24-Hour Roadside Assistance for Sheriff's Inmate Buses for a total aggregate amount of \$5,000,000, for ten years through March 31, 2030, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and,
3. Authorize Purchasing Agent, in accordance with Ordinance 459, based on availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of \$1,000,000 of the total aggregate cost of the contract.

**ACTION:** Policy

  
Robert Gunzel, Assistant Sheriff 6/3/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 23, 2020  
xc: Sheriff, Purchasing

Kecia R. Harper  
Clerk of the Board

By:   
Deputy



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 500,000	\$ 500,000	\$ 6,000,000	\$ 0
<b>NET COUNTY COST</b>	\$ 500,000	\$ 500,000	\$ 6,000,000	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Sheriff's Budget			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19-29/30

**C.E.O. RECOMMENDATION:**

**BR: 20-008**

**Prev. Agn. Ref.: 2/25/2014; #3.31**

**BACKGROUND:**

**Summary**

Sheriff's Corrections provides inmate transportation with a fleet comprised of ten (10) MCI buses, and two (2) Titan medium duty buses, and one (1) Thomas Built bus. Annually, the Sheriff's Department transports approximately 195,400 inmates. Transportation destinations include state prisons throughout California, other county detention facilities, local and state hospitals, Riverside County courts, and various daily special transportation runs. Of these thirteen (13) buses owned by the Department, eleven (11) of them were purchased before 2010. Each bus has a lot of mileage, and they all require on-going preventive maintenance services and repairs that are necessary to ensure they are safe to be on the roads and highways.

**Impact on Residents and Businesses**

Each bus is an investment, costing more than \$500,000 each. These buses must be maintained by trained, certified technicians. Since these buses are on the road almost daily, it is imperative that the Sheriff's Department maintain them to ensure they are safe to transport inmates and Department personnel while on the roads.

**Contract History and Price Reasonableness**

The County Purchasing and Fleet Services, on behalf of the Sheriff's Department released a Request for Quotation SHARC-372 by advertising on the County's Internet. The RFQ was sent to twenty-three (23) potential bidders, fourteen (14) of them downloaded the bid, and four (4) vendors submitted their pricing. The four vendors that responded to the bid were San Bernardino County, Inland Empire Stages, McCray Enterprises, and Penske Truck Leasing. The evaluation of the RFQ was based on the following criteria: preventive maintenance cost, labor, 24-hour roadside assistance, fuel, vehicle storage, and the service location proximity to the Department.

Based on the four bid responses, Penske was the only vendor to provide the 24-hour roadside assistance with no restrictions on mile radius. For fuel, San Bernardino County could provide fuel at a .37 cent cost differential per gallon and Penske at a .08 cents cost differential per gallon. Furthermore, only Penske could provide on-site the required Environmental Diesel

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Exhaust Fluid for the newer MCI buses. Two vendors offered the on-site vehicle storage, Inland Empire Stages located 21 miles away from the Sheriff's jail facility and Penske located 3 miles from the Sheriff's jail facility. As a result of the evaluation process, Penske was the most responsive, responsible vendor to respond to the bid. Penske is equipped to service the needs of the Department. In addition, Penske provides certified technician services, parts, fuel, vehicle storage, washing station, 24 hours roadside assistance, and is located at a short 3 miles distance from the Robert Presley Detention Center. The close-proximity to the Department will reduce the amount of time and cost that would incur to drive or tow the buses for maintenance and repair services further away.

In addition, the Department is requesting for a \$1,000,000 contingency of the total 10-year contract amount to allow for additional unforeseen maintenance expenses for the fleet of buses. The annual requested amount is \$500,000, and the ten-year aggregate amount to include the 20% contingency is \$6,000,000.

**ATTACHMENTS:**

Professional Service Agreement – three (3) copies

  
Teresa Summers, Director of Purchasing 6/2/2020

  
Jeff Van Wageningen, Assistant CEO / Public Safety 6/12/2020

  
Gregory L. Priantos, Director County Counsel 6/2/2020



**PROFESSIONAL SERVICE AGREEMENT**

for

**VEHICLE MAINTENANCE, FUEL SERVICE, AND 24-HOUR ROADSIDE  
ASSISTANCE FOR SHERIFF'S INMATE BUSES**

between

**COUNTY OF RIVERSIDE**

and

**PENSKE TRUCK LEASING CO., L.P.**



JUN 23 2020 3.22



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COPIES OF RES DO NOT

This Agreement, made and entered into this 1<sup>st</sup> day of April, 2020, by and between PENSKE TRUCK LEASING CO., L.P., a Delaware limited partnership (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, Exhibit C, Emergency Roadside Assistance 24/7, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform its services in a good and workmanlike manner, and in material compliance with applicable law.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement, unless otherwise agreed to in writing by the parties.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**1.5** With respect to each vehicle maintained by CONTRACTOR hereunder ("Vehicle"), CONTRACTOR will provide two types of services: Included Services and Additional Services. For purposes of this Agreement, the only Included Service is labor for Preventive Maintenance Inspections (as defined in section 7.4). All other services, including, without limitation, labor, parts, tires, and supplies are Additional Services, whether or not described in Exhibit A.

**1.5.1** Additional Services will be billed to COUNTY on a per service basis in accordance with the rates and charges set forth on the applicable Exhibit (which are subject to adjustment pursuant to Section 3.2), provided, however, that body work or repairs performed at a CONTRACTOR collision center or CONTRACTOR body shop will be billed at charges that vary from time to time.

**1.5.2** Fuel shall be an Additional Service. If CONTRACTOR provides fuel, it shall be provided at charges that vary from time to time at CONTRACTOR facilities or other facilities



participating in the Penske Fuel Stop Program. CONTRACTOR shall invoice COUNTY for the charges and all applicable taxes and fees for the fuel. COUNTY may procure fuel from other sources at its own expense. If COUNTY is past due on payment of any invoices rendered by CONTRACTOR or if COUNTY has breached this Agreement (as described in Section 5.3 below, CONTRACTOR may (in addition to any other remedy under this Agreement) immediately discontinue providing fuel to COUNTY.

**1.6** COUNTY hereby appoints CONTRACTOR to be COUNTY's attorney-in-fact solely for the purpose of making and pursuing warranty claims. In the event a manufacturer requires COUNTY to submit warranty claims directly, CONTRACTOR will provide the data to enable COUNTY to prepare and submit its own warranty claim form. All amounts paid by manufacturers to CONTRACTOR for warranty claims made pursuant to services under this Agreement will be credited against the COUNTY's invoice for the month immediately following the month CONTRACTOR receives such proceeds.

**1.7** If CONTRACTOR rents a substitute vehicle to COUNTY, COUNTY and CONTRACTOR shall enter into a separate written agreement, containing the terms and conditions of such rental. Rentals of substitute vehicles shall be considered Additional Services.

**1.8** If COUNTY moves the base of operation of a Vehicle or changes the nature of such Vehicle's operation, CONTRACTOR shall have the right to adjust the charges for such Vehicle to compensate for such changes, and to amend this Agreement with respect to such Vehicle.

## **2. Period of Performance**

This Agreement shall be effective the 1<sup>st</sup> day of April 2020 and continues in effect through March 31, 2030, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multiyear agreement. Any renewal term shall be subject to the mutual execution and delivery of an amendment to this Agreement.

This Agreement replaces and supersedes in its entirety that certain Vehicle Maintenance Agreement dated November 1, 2000 ("Prior Agreement"), under which Penske maintained County's vehicles up to the date of this Agreement.

### **3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$500,000.00 annually in an aggregate amount, including all expenses, unless otherwise agreed in writing. The COUNTY shall have no obligation to purchase any specified amount of Additional Services. Unless otherwise specifically stated in this Agreement or an Exhibit hereto, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. Subject to this Agreement, COUNTY shall pay all taxes and assessments that are now in force or hereinafter may be levied on the Vehicles or in respect of this Agreement or the charges hereunder or the services provided by CONTRACTOR.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). Thereafter, annual increases shall be implemented on January 1 of each year. Annual increases shall be in an equal percentage to the rise in the Consumer Price Index - All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. However, no adjustment pursuant to this Section 3.2 will exceed two and one half percent (2.5%) in any calendar year.

**3.3** CONTRACTOR will invoice COUNTY on a monthly basis, except for fuel charges, which shall be invoiced weekly. Fixed charges shall be billed in advance and all other charges shall be billed in arrears. COUNTY shall pay all invoices within thirty (30) days from the date of the invoice, without deduction or offset. All payments shall be made in the form of check, electronic funds transfer or ACH payment; cash or credit cards shall not be accepted for payment. Unless COUNTY protests an invoice within ninety (90) days of its issuance, such invoice will be presumed to be correct. CONTRACTOR shall prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Sheriff's Department

Attn: RPDC Accounting Unit

P.O. Box 512

Riverside, CA 92502-0512



(a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-92824-001-02/29; quantities; item descriptions; unit prices; extensions; sales/use tax if applicable; and an invoice total.

**3.4** The COUNTY's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30th of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated thirty (30) days thereafter, and thereupon have no further force, and effect except as otherwise provided herein.

#### **4. Alteration or Changes to the Agreement**

This Agreement shall not be altered or amended except in a writing signed by each of the parties hereto. The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may, at any time, in writing, request to alter this Agreement. CONTRACTOR and COUNTY shall negotiate such alteration in good faith for a period of thirty (30) days, and if CONTRACTOR agrees to such change, the Agreement shall be modified by written amendment accordingly, including with respect to any pricing changes or time required for performance under this Agreement.

#### **5. Termination**

**5.1.** Either party may, upon sixty (60) days' prior written notice to the other, terminate this Agreement.

**5.2** COUNTY may, upon thirty (30) days' prior written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not promptly commence a cure of such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 CONTRACTOR may, upon thirty (30) days' prior written notice terminate this Agreement for COUNTY's default, if COUNTY refuses or fails to comply with a material term of this Agreement and does not promptly commence a cure of such failure.

5.4 After termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 COUNTY may terminate this Agreement upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR which is not cured within thirty (30) days of CONTRACTOR's receipt of written notice thereof; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement which is not cured within thirty (30) days of CONTRACTOR's receipt of written notice thereof. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement other than charges through the date of termination.

5.7 The rights and remedies of COUNTY and CONTRACTOR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR in connection with this Agreement and which CONTRACTOR provides the COUNTY shall be the sole property of the CONTRACTOR. However, such materials, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties.

**7. Conduct of the Parties.**



7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7.4 COUNTY shall not cause or permit any person other than CONTRACTOR or persons authorized by CONTRACTOR to provide any Included Services for a Vehicle and shall abide by CONTRACTOR's directions concerning emergency repairs. COUNTY will cause its drivers to promptly report any trouble concerning a Vehicle and check oil and coolant levels in each Vehicle on a daily basis. COUNTY will return each Vehicle to CONTRACTOR, free of any cargo, at the service location set forth on in the Exhibit, or as otherwise directed by CONTRACTOR, for performance of Preventive Maintenance Inspections (as defined below), at such intervals as CONTRACTOR shall direct, based upon CONTRACTOR's standards, and any applicable Included or Additional Services at mutually agreed upon scheduled times. For purposes of this Agreement and any Exhibits attached hereto, "Preventive Maintenance Inspection" means (a) inspecting a Vehicle pursuant to CONTRACTOR's standard checklist for that type of vehicle, (b) performing an oil coolant analysis, (c) conducting Federal and Provincial/State inspections, (d) tightening bolts, and (e) checking and (if necessary) replacing lubrication fluids and oil and fuel filters. Any damages, defects or deficiencies noted in the course of a Preventive Maintenance Inspection ("Mechanical Repairs") will be repaired by CONTRACTOR at such time.

7.5 Vehicles shall be operated by safe, qualified, properly licensed drivers, who, for purposes of this Agreement only, shall conclusively be presumed to be COUNTY's agents, servants or employees, and subject to COUNTY's exclusive direction and control. Vehicles shall not be operated: (a) by a driver in possession of or under the influence of alcohol or any controlled drug, substance or narcotic, (b) in a reckless abusive or negligent manner, (c) off an improved road, (d)

on an underinflated tire, (e) with insufficient or inadequate coolant, oil, or fluids (f) while improperly loaded or loaded beyond maximum weight shown on the applicable Exhibit, or (g) in violation of any applicable laws, ordinances, or rules (collectively "Misuse"). COUNTY shall be responsible for all expenses for removing or towing any mired or snowbound Vehicle or a Vehicle that has been in an accident, even if towing is otherwise an Included Service.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY during reasonable times during normal business hours. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also upon thirty (30) days' written notice to CONTRACTOR and opportunity to cure, terminate this Agreement for default and charge to CONTRACTOR any reasonable direct costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any reasonable time during normal business hours, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to



overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement, except to the extent such claim is based upon any act or omission of COUNTY or any instructions or directions given by COUNTY to CONTRACTOR. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all Federal and State statutes and regulations regarding the employment of aliens and others and to ensure that its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all of its employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered CONTRACTOR employees, for the period prescribed by the law.

**10. Subcontract for Work or Services**

CONTRACTOR shall have the right to sublet or subcontract services under this Agreement at CONTRACTOR's discretion.

**11. Disputes**

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. If senior management of the parties is unable to resolve the dispute, the parties may agree to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session may be agreed to if the first session is not successful. If the parties agree to submit to mediation, the parties shall share the cost of the mediations. All such mediation sessions shall be non-binding.

**12. Licensing and Permits**

CONTRACTOR shall comply with all applicable State or other licensing requirements for the performance of its services, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All applicable licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR has or will have all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of its services under this Agreement as required by the applicable laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Intentionally omitted.****14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and a representative sample of such non-confidential, nonproprietary books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's charges related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three (3) years following termination of this Agreement and be available for audit by the COUNTY. Any such audit shall be at COUNTY's sole cost and expense. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as reasonably requested by COUNTY, in CONTRACTOR's then-current format. Notwithstanding anything to the contrary contained herein, CONTRACTOR will upon request provide maintenance and service records necessary to verify COUNTY's BIT/CHP/DOT compliance.



**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” shall be limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** “Privileged or confidential information” shall not include information that (a) is already lawfully known by the CONTRACTOR when received as a matter of record; (b) is now or hereafter becomes generally available to the public through no fault of the CONTRACTOR; (c) is obtained by the CONTRACTOR from a third party, who, to the knowledge of the CONTRACTOR, has no confidentiality obligation to the COUNTY; or (d) was or is independently developed without reliance on the privileged or confidential information disclosed by COUNTY.

**17. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below, via certified mail, return receipt requested, or overnight courier. Notices shall be deemed submitted and effective upon deposit in the US mail or confirmed receipt by the overnight courier.

**COUNTY OF RIVERSIDE**

Sheriff's Department  
Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Purchasing Unit

**CONTRACTOR**

Penske Truck Leasing Co., L.P. 4095  
2000 E. Wilshire Ave.  
Santa Ana, CA 92705  
Attn: Art Narmi -Area Vice President  
Attn: Mike Lewis- Area Sales Manager  
  
With a required copy to CONTRACTOR's  
Legal Department at:  
2675 Morgantown Road  
Reading, PA 19607

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, such as but not limited to acts of God, acts of war, civil disorders, terrorist attack, fire, governmental regulations, labor disputes, manufacturer, supplier, or transportation shortages or delays, fuel allocation programs, manufacturer's defects, or other similar acts, such party shall not be held liable for such failure to comply (except with respect obligations relating to payment, insurance, or indemnification).

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all Federal and State reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification/Risk of Loss of Vehicles**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, to the extent caused by the negligence or willful misconduct of CONTRACTOR, its agents, or employees. Notwithstanding the foregoing, CONTRACTOR will



not indemnify any COUNTY Indemnitee for any liability, action, claim or damage to the extent caused by the negligence or willful misconduct of any COUNTY indemnitee.

COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, and its officers, directors, shareholders, agents, servants, representatives and employees from any and all claims, suits, costs, losses, damages, expenses (including reasonable attorneys' fees) and liabilities arising out of or related to COUNTY's negligence or willful misconduct, or the ownership, use, selection, maintenance, possession, or operation of any vehicle. Notwithstanding the foregoing, COUNTY will not indemnify CONTRACTOR for any claims to the extent caused by CONTRACTOR's negligence or willful misconduct.

**21.2** It is the intention of the parties that neither party shall be obligated to ultimately indemnify the other for any claims, suits, or damages to the extent caused by the other party's negligence or willful misconduct, with each party being ultimately responsible for their allocated share of fault. Because a dispute may arise between the Parties as to the legal cause of an occurrence, the Parties agree that it shall be the primary obligation of COUNTY and its insurance carrier to investigate, defend, settle, or litigate third party claims as the merits of the third party claims indicate. CONTRACTOR may intervene or assume control of its own defense in its sole discretion, without prejudice or admission of any kind. All rights of COUNTY and its insurance carrier against CONTRACTOR are preserved/tolled and are not to be considered waived by assuming the obligations set forth herein.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's or COUNTY's obligations to indemnify and hold harmless the other party from third party claims.

**21.4** COUNTY assumes the risk of loss or damage (physical or otherwise) to, all Vehicles from any and every cause whatsoever, including, but not limited to, casualty, collision, upset, deterioration, structural failure, fire, theft, malicious mischief, vandalism, graffiti, glass breakage, and mysterious disappearance or as the result of any Misuse. CONTRACTOR shall have no obligation to repair such damages. Repairs of damage shall be considered Additional Services under this Agreement.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) CONTRACTOR shall furnish the County of Riverside with a properly executed Certificate(s) of Insurance evidencing coverage as required herein. Further, CONTRACTOR will



endeavor to provide thirty (30) days' written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance evidencing the coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate(s) of Insurance as required in this Section. An individual authorized by the insurance carrier shall sign the Certificate of Insurance.

3) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

4) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement. Similarly, COUNTY agrees to notify CONTRACTOR of any claim by a third party or any incident or event that may give rise to a claim involving any Vehicle.

**22.2** COUNTY shall at its sole cost procure and maintain liability coverage for each Vehicle, with an insurance carrier having an AM rating of A:VIII (A:8) or above, protecting COUNTY and CONTRACTOR and their respective agents, servants and employees, in accordance with the standard provisions of a basic automobile liability insurance policy as required in each jurisdiction in which the Vehicle is operated, against liability for bodily injury, including death, and property damage arising out of the ownership, maintenance, use and operation of each Vehicle with limits of at least a combined single limit of Ten Million Dollars (\$10,000,000.00) per occurrence. Such coverage shall be primary and not excess or contributory and shall be in conformity with the motor vehicle minimum financial responsibility laws as respects "Uninsured Motorist", "No Fault", or other optional coverages. Non-trucking, bobtail, or un-laden coverage will not, individually and by themselves, satisfy these requirements. Such coverage shall (i) list COUNTY as a named insured, and (ii) be endorsed to include CONTRACTOR as an additional insured and shall be in a form acceptable to CONTRACTOR. COUNTY shall, prior to CONTRACTOR accepting a Vehicle for placement into service under this Agreement, deliver to CONTRACTOR a certificate of insurance showing the coverage required pursuant to this paragraph. The insurer shall agree, by endorsement upon the policy issued by it or by an independent document provided to

CONTRACTOR, that it shall endeavor to give CONTRACTOR thirty (30) days' prior written

notice of the effective date of any cancellation or material alteration of such policy, and that such notice shall be sent by registered or certified mail postage prepaid, return receipt requested, to Penske Truck Leasing Co., L.P., 2675 Morgantown Road, Reading, PA 19607 USA, Attention: Insurance Risk Management Department.

**23. General**

**23.1** Neither party shall assign this Agreement without the prior written consent of the nonassigning party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, CONTRACTOR may assign this Agreement to any of its “affiliates” or to any successor in interest by merger, consolidation, or reorganization. For purposes of this Section 23.1, an “affiliate” shall mean an entity controlling, controlled by, or under common control with CONTRACTOR. Penske will endeavor to notify COUNTY of any such assignment, merger, consolidation, or reorganization.

**23.2** Any waiver by a party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of a party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing such party from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement in excess of amounts actually due and payable, the CONTRACTOR shall promptly refund the excess amount to the COUNTY on request.

**23.4** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.5** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.



**23.6** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.7** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures which are communicated in advance in writing to CONTRACTOR and which do not conflict with the terms of this Agreement. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.8** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to CONTRACTOR's performance under this Agreement.

**23.9** CONTRACTOR shall comply with all applicable requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.10** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement may be filed in the Superior Court of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.11** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**24. LIMITATION OF LIABILITY/WAIVERS/DISCLAIMERS.**

**24.1** CONTRACTOR shall not be liable for loss of, or damage to, any cargo or other property left, stored, loaded or transported in, upon, or by any Vehicle at any time or place.

**24.2** CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO (A) THE ACCURACY OR COMPLETENESS OF THE "INFORMATION" OR (B) THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ABSENCE OF ANY MANUFACTURING DEFECTS OF ANY VEHICLE OR PART COVERED BY THIS AGREEMENT OR ANY SERVICES PROVIDED BY CONTRACTOR HEREUNDER. CONTRACTOR AND ITS PARTNERS SHALL NOT BE LIABLE FOR LOSS OF COUNTY'S PROFITS OR BUSINESS, LOSS OR DAMAGE TO CARGO, LOSS OR DAMAGE RESULTING TO CONTRACTOR BY REASON OF DELAY IN DELIVERY OR FAILURE TO DELIVER PRODUCTS OWNED OR TRANSPORTED BY CONTRACTOR, OR DRIVER'S TIME. EXCEPT WITH RESPECT TO THIRD PARTY CLAIMS FOR WHICH A PARTY IS REQUIRED TO INDEMNIFY THE OTHER UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, OR PUNITIVE DAMAGES.

**25. INFORMATION TECHNOLOGY AND DATA COLLECTION.**

**25.1 On Board Technology.** The Vehicles may be equipped with certain on-board technology ("Technology") that may have the capability to send information regarding the Vehicle's use and operation, including, without limitation, diagnostic information and location information (collectively "Information") to CONTRACTOR without notice to COUNTY. CONTRACTOR's collection of Information is for data and informational purposes only and is designed to assist both CONTRACTOR and COUNTY to better manage the Vehicles. COUNTY shall have the sole responsibility to ensure that all drivers and occupants understand the possibility of the collection and dissemination of such Information.

**25.2 Use and Disclosure of Information.** COUNTY agrees that CONTRACTOR may use the Information in furtherance of the Agreement, to locate or recover a Vehicle that is lost, stolen, or in need of service, or for any other lawful purpose. CONTRACTOR may aggregate the data with information from other Vehicles to better service the COUNTY's fleet. In doing so, CONTRACTOR may disclose the Information to third parties to assist in managing COUNTY's fleet but shall remove any information identifying COUNTY. CONTRACTOR agrees to use the same degree of care in handling the Information that it uses to protect its own similar information.



**25.3 Charges for Information.** At any time, CONTRACTOR may impose a reasonable fee as a condition to sharing, or continuing to share, the Information with COUNTY. CONTRACTOR may not charge COUNTY a fee for sharing the Information unless agreed to in advance by COUNTY in writing. Once a fee is mutually agreed upon, CONTRACTOR reserves the right to reasonably adjust this fee on an annual basis upon notice to COUNTY. COUNTY may discontinue receiving the Information upon thirty (30) days' written notice to CONTRACTOR and will then no longer be obligated to pay the fee for such Information.

**25.4 Reliance on Information.** CONTRACTOR does not have any obligation to act on the Information derived from the Technology other than what is set forth in the Agreement. COUNTY's reliance on the Information is at COUNTY's sole risk. In no event shall CONTRACTOR be liable for (i) failing to detect trends or signs of trouble based on having the Information or (ii) any claim attributable to errors, omissions, inaccuracies or otherwise in connection the Information.

**26. Parking.**

During the term of this Agreement, CONTRACTOR at COUNTY's request may designate up to seven (7) parking spaces (and no more) for COUNTY's use at the 2350 Hall Avenue, Riverside, CA facility ("Designated Parking"). COUNTY agrees to use the Designated Parking in its "as is" condition and at COUNTY's sole risk of loss, including, but not limited to, loss or damage related to theft, damage to the Vehicle or to any cargo or property contained in or on such Vehicle, even if the cause of such loss is the result of CONTRACTOR's negligence or willful misconduct. The indemnification provisions of this Agreement shall be construed to apply fully to any claims or issues related to COUNTY's use of the Designated Parking (including any environmental claims arising from the Vehicle or COUNTY's use thereof) regardless of whether such use consisted of Vehicles under this Agreement or any Customer or third party vehicles. As a condition of this parking privilege, COUNTY agrees to adhere to all policies and procedures of the facility, including obeying a reasonable speed limit while on the property and keeping the Designated Parking area free from any COUNTY trash or debris. CONTRACTOR shall have no obligation to repair or maintain the Designated Parking area, including, but not limited to, any obligation for signage, snow removal, sealing, repaving, or striping. COUNTY shall have no contractual right of parking, with such parking always being at CONTRACTOR's sole discretion. CONTRACTOR

retains the right, in its sole discretion, to cancel or modify this parking arrangement upon ten (10) days' prior written notice to COUNTY.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

PENSKE TRUCK LEASING CO., L.P.

By: *V. Manuel Perez*  
V. Manuel Perez, Chairman  
Board of Supervisors

By: *Frances Graeff*  
Name: FRANCES GRAEFF  
Title: MANAGER  
CONTRACT ADMIN

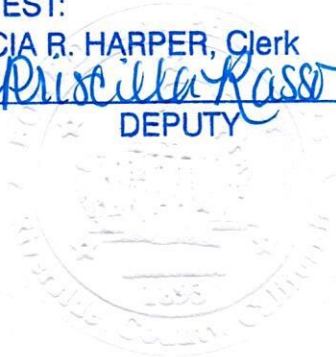
Dated: JUN 23 2020

Dated: 4-10-2020

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: *Susanna Oh*  
Susanna Oh,  
Deputy County Counsel

ATTEST:  
KECIA R. HARPER, Clerk  
By: *Priscilla Kasso*  
DEPUTY





retains the right, in its sole discretion, to cancel or modify this parking arrangement upon ten (10) days' prior written notice to COUNTY.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

**PENSKE TRUCK LEASING CO., L.P.**

By: \_\_\_\_\_

V. Manuel Perez, Chairman  
Board of Supervisors

By: Frances Graeff \_\_\_\_\_

Name: **FRANCES GRAEFF**  
Title: **MANAGER  
CONTRACT ADMIN**

Dated: \_\_\_\_\_

Dated: 4-10-2020

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_

Susanna Oh,  
Deputy County Counsel

## **EXHIBIT A SCOPE OF SERVICES**

Penske will provide maintenance services for the Riverside County's inmate buses from Penske's 2350 Hall Avenue, Riverside, CA location. From this maintenance facility Penske will provide the County:

1. bus maintenance and repair by experienced, fully-trained Penske technicians
2. online access to fleet maintenance scheduling, vehicle service history, fueling data and billing invoices
3. 24/7 roadside assistance, with online visibility to emergency call activity and resolution
4. onsite parking for 7 (seven) County buses
5. optional vehicle washing at Penske's onsite, environmentally compliant wash bay
6. fueling by a service representative who performs a vehicle safety check at each fill-up

Penske will be managing third-party repair services for the County,

### **FUEL**

Penske will provide fuel to include Diesel Exhaust Fluid and fueling services for the County's buses at its service location. Fueling at the Penske maintenance location includes a courtesy safety check and access to any quick fix that the bus may need, such as windshield wiper replacement, topping off liquids or bulb replacement.

### **WEB-BASED FLEET MANAGEMENT TOOL**

#### **Fleet Insight**

Fleet Insight is a secure, easy-to-use online resource that helps customers manage their fleets more effectively. Access to your fleet data is immediate and real-time. The currency of information that the County's fleet manager can access will increase his ability to proactively manage fleet maintenance and to provide users and the Sheriff's Department with the most current information.



Penske posts important announcements, latest news stories and upcoming webinars and events on the Fleet Insight homepage. From the home page there are links to special interest news, alerts, services and educational tools in addition to a search engine and direct links to your fleet data.

Through Fleet Insight, authorized users have access to:

- Fleet profile
- Online invoices
- Fuel usage and charges
- Maintenance repair orders
- Preventive maintenance schedules
- Track roadside assistance, both historical and in-progress calls
- Safety and compliance
- Fuel location finder

### **Fleet Profile**

Fleet Insight puts a complete fleet profile at your fingertips. Simply click a link on the home page and you can view the following information about your fleet:

- Penske assigned unit number
- The Penske district's name and number that services the buses
- The vehicle's assigned billing group
- Bus year, make and model
- Bus VIN number, license plate number and state of registration
- The fixed monthly rate per vehicle
- Date of last preventive maintenance (PM) inspection

### **Online Invoices**

The web site is designed to make a three-year history of invoices available to our customers. Customers no longer need to wait until the end of a billing cycle to review repair invoices. Repair invoices are uploaded to the Customer's account on Fleet Insight and available online the day after they are closed.

### **Fleet Insight Reports:**

- Fleet Profile
- Fuel Reports

- Fuel Pumped
- Invoiced and non-invoiced fuel
- Maintenance reports
- Maintenance charges by unit
- PM compliance
- Roadside Assistance
- Miscellaneous Reports
- Contract charges
- Mileage variance
- Special charges
- Total charges

Penske has a dedicated team to help you use your Fleet Insight. These associates are available by phone at Penske Customer Service 844-426-4555. Alternatively, you can send an email request for information and/or assistance to [connectedfleet@penske.com](mailto:connectedfleet@penske.com).

### **Fuel Usage and Charges**

Penske fuel charge invoices contain a summary page of charges with supporting transaction details attached. Each invoice detail contains the following information:

- Penske unit number
- Customer's unit number/identifier
- Date fuel was purchase
- Fuel ticket number
- Location where fuel was purchased
- Fuel card/PO# if used
- Fuel type – diesel, diesel exhaust fluid, gasoline or oil purchase
- Quantity – gallons for fuel and number of units for oil
- Price per gallon or unit (oil purchases)
- Flag for out-of-network purchases
- Excise and sales taxes (when applicable)
- Total charges per fuel ticket

### **Maintenance Repair Orders**

Maintenance repair orders can be viewed the day after service is completed. Customers have the opportunity to review completed orders and to make inquiries on any service that may require additional information.

This also allows fleet managers a means of tracking unscheduled repairs before they appear on the monthly invoice.



**Preventive Maintenance Schedules**

Penske customers can view scheduled PMs online. The online PM scheduler is an interactive, forward-looking calendar that cannot provide access to previous months' schedules. Its purpose is to provide current information that fleet managers can use to manage maintenance scheduling in their day-to-day operations. Preventive maintenance can be rescheduled with some limitations. PMs that are due in a week or less cannot be changed as well as any PM that is past due. The rescheduling of PMs is contingent on available shop schedule capacity. Penske's maintenance manager will confirm the rescheduled date. The fleet manager can add repair requests to a scheduled PM inspection.

**Penske 24/7 Roadside Assistance**

View roadside call activity as it happens on Fleet Insight. You can view all calls for assistance by your drivers to Penske's emergency services and track them to resolution. In addition, completed calls are available for management review.

**Fuel Location Finder**

Penske's fuel locator is a useful trip-planning tool. Customers can search for fuel stations and truck stops along an interstate, a travel route, and area radius or by state. The search engine can locate and display Penske locations with fuel, Comdata truck stops and other public truck stops.

**Safety and Compliance**

This page contains safety bulletins, information with partner programs and preferred pricing for Penske customers. Penske also publishes its calendar of safety events on this page.

**PM Scheduling**

As a Penske customer, you automatically receive notification of scheduled preventive maintenance for every vehicle that Penske services. Penske's proprietary fleet management system, ServiceNet, tracks all PM schedules and automatically schedules PMs as they come due.

Your fleet manager can opt to receive notification of every PM as it is scheduled 15 days prior to the schedule date. But if you want to view all scheduled PMs for the month, then Fleet Insight's calendar is for you. Additionally, this forward-looking calendar, allows you to reschedule vehicle service when necessary and to request additional repairs/services while the vehicle is in the shop for routine maintenance.

Fleet Insight's calendar allows you to select an alternative date for service, provided the new date is not past the vehicle's PM service due date. When requesting additional service during a scheduled PM, Penske's maintenance manager will send an email confirmation that the work can be done on the date requested or suggest an alternative date.

Once the calendar has expired, it is replaced with the next month's PM schedule.

Penske operates, maintains and manages more than 200,000 vehicles and employs approximately 18,000 associates. Penske provides service to its customers from 750 locations in the United States and Canada. Our facilities nationwide offer convenient, comprehensive service no matter where you are and are managed locally, so our customers enjoy consistent, uniform service. In many of these brick-and-mortar locations, Penske operates mobile service trucks to perform on-site repairs. Penske's Fleet Management program has built an optimized network of more than 12,000 service providers to support customer's vehicles no matter where they are located. Penske is dedicated to our contracted customers and we put a premium on providing a high level of service that will be the same no matter your equipment is located.

The Penske Preventive Maintenance Process is the very foundation of Penske's maintenance model and is considered "Best in Industry." This is the primary process by which Penske delivers on our value proposition of ensuring optimal levels of uptime and vehicle reliability to our customers. We track and analyze our PM performance, which enables us to implement an optimal preventive maintenance schedule and procedures for our customers.

Bus PMs are scheduled at times mutually agreed by Penske and the Sheriff's Department. Our system generates a PM schedule 30 days in advance of the PM due date. And because it's automated, a vehicle cannot be overlooked or missed in the PM schedule cycle. Our



fleet management system is programmed to assign the correct interval and/or mileage between PMs to each bus. Penske's maintenance program includes all general repair work. Equipment repairs, whether identified by the preventive maintenance service, by users, or by malfunction, will be made by Penske and/or third-party vendors as required. Penske pays strict attention to all repairs, aligning the extent of repairs to the age, mileage, and cost to repair for each bus. When appropriate, we will assist the County with the repair/replace decision-making process.

As repairs are made, repair costs are entered into the online vehicle repair history using American Trucking Association's VMRS codes. This process allows thorough tracking of all transactions, automated review of repetitive repairs, continual monitoring of warranty, post warranty and recall notification follow-up as required on a real-time basis. Customers can view all maintenance activities through the Fleet Insight portal.

### **Warranty**

Warranty work and recovery is a specialized field within fleet maintenance. Industry warranties are controlled by its own set of rules and requires knowledgeable, experienced claims writers and specialists to submit viable claims. Each manufacturer sets the rules by which it will accept warranty claims and under what circumstances warranty coverage applies. As your vehicle may be covered by several different manufacturers' warranties, it is important to select a maintenance provider who can manage manufacturer campaigns and warranty procedures effectively.

The original equipment manufacturer (OEM) determines who is authorized to perform warranty work depending on who actually owns the vehicle. Moreover, there are two types of warranty supported by manufacturers – standard, including extended warranty, and policy (good will).

### **Penske Campaign and Product Improvement Process**

Original equipment manufacturers are required to notify vehicle owners of safety campaigns. They are not obligated to notify third-party maintenance providers. Consequently, it is important to establish clear lines of communication with your local

Penske facility. When you are notified of a recall or manufacturer's campaign, you must

share the OEM notification with us so that we can input the specifics into our maintenance management systems and identify units affected by the recall/campaign.

Penske uses an automated vehicle campaign system that assists in the management of safety campaigns and product improvements. Once notification is received either from an OEM or customer, Penske's Warranty Center enters the units in the campaign system, which in turn, downloads the information to ServiceNet, Penske's maintenance management system. All Penske service managers and technicians have visibility to the data stored in ServiceNet. In this way, campaign awareness is distributed throughout our entire maintenance network. Once in the system, Penske's service managers schedule vehicles for warranty service based on the type of warranty work to be done.

### **Warranty Recovery Process**

It is important to provide Penske with the major components' (vehicle, engine, transmission, drive axles, etc.) make, model and applicable serial numbers at the very start of contract maintenance. This information is used to track warranty related repairs and is required in order to submit claims.

Penske technicians are trained to properly complete repair order information thereby maximizing warranty recovery and minimizing shop time spent managing warranty issues. Penske's warranty specialists process all warranty claims relating to the fleet under contract. Warranty work for component failures identified as under warranty during preventive maintenance or routine repairs are also handled by Penske's Warranty Center. While Penske currently files for warranty to approximately 200 suppliers, not all component OEMs, especially small OEM parts manufacturers, have a relationship with us that allows Penske to write the warranty. Penske treats each RO as a potential warranty claim until it is determined not to be. With that mindset, the technician's thoroughness in documenting the failure and the current unit stats, such as mileage, are key to convincing a warranty writer and the OEM that the part should be covered under warranty.

### **Extended Warranty**

If a contract maintenance customer has extended manufacturer warranty coverage, Penske's Warranty Center must have a copy of the extended coverage agreement to file



claims. The same procedures and restrictions for filing standard warranty claims apply to extended warranty.

### **Warranty Reimbursement**

How your warranty reimbursement is handled depends on the terms and conditions of your contract with Penske. Warranty reimbursements may not cover repair costs completely. In some cases, there is reimbursement for parts only with no allowance for labor costs. Moreover, your Penske contracted labor rate may be different from the rate the OEM allows. When receiving warranty credit reimbursement, it is important to understand the exact circumstances under which the warranty was processed and paid.

### **Work Authorization Process:**

The Sheriff will report vehicle malfunctions promptly by submitting a trouble report/ticket authorized by a designated Sheriff's representative. This signed report/ticket will authorize the CONTRACTOR to make repairs. The CONTRACTOR will contact the designated Sheriff's representative for approval before work can be performed for any repairs outside of preventative maintenance on the buses. The CONTRACTOR shall not open a repair work order or make repairs for trouble reports/tickets that are unsigned. The CONTRACTOR will ask the designated Sheriff's representative for additional authorization if service or repair exceed the initial estimates. The CONTRACTOR will provide the designated Sheriff's representative with a written estimated completion time for all scheduled work. The vendor will notify the designated Sheriff's representative by phone or email if the initial time estimate must be extended for any reason.

**EXHIBIT B**  
**PAYMENT PROVISIONS**

<b>Service Description</b>		<b>Cost</b>
1	Preventive maintenance fee for Unit# 01100; Vehicle # RCJ 5	\$486.00/month 4 PMs annually
2	Preventive maintenance fee for Unit# 02175; Vehicle # RCJ 6	\$486.00/month 4 PMs annually
3	Preventive maintenance fee for Unit# 04130; Vehicle # RCJ 7	\$486.00/month 4 PMs annually
4	Preventive maintenance fee for Unit# 06130; Vehicle # RCJ 2	\$486.00/month 4 PMs annually
5	Preventive maintenance fee for Unit# 06132; Vehicle # RCJ 8	\$486.00/month 4 PMs annually
6	Preventive maintenance fee for Unit# 06131; Vehicle # RCJ 1	\$486.00/month 4 PMs annually
7	Preventive maintenance fee for Unit# 07142; Vehicle # RCJ 3	\$486.00/month 4 PMs annually
8	Preventive maintenance fee for Unit# 07143; Vehicle # RCJ 4	\$486.00/month 4 PMs annually
9	Preventive maintenance fee for Unit# 09657; Vehicle # Titan-1	\$431.00/month 4 PMs annually
10	Preventive maintenance fee for Unit# 09658; Vehicle # Titan-2	\$431.00/month 4 PMs annually
11	Preventive maintenance fee for Unit# 11372; Vehicle # RCJ 9	\$486.00/month 4 PMs annually
12	Preventive maintenance fee for Unit# 12110; Vehicle # RCJ 10	\$486.00/month 4 PMs annually
13	Preventive maintenance fee for Unit# 18202; Vehicle # RCJ 11	\$486.00/month 4 PMs annually



14	<b>Optional:</b> On-site secured parking and storage of vehicles with 24-hour access to County employees (six vehicles at any given time) Pricing per vehicle <b>NOTE:</b> Penske can provide parking for a maximum of seven (7) buses.	\$195.00/month
15	<b>Optional:</b> Fuel	Pricing as set forth below
16	Labor Rate per hour	\$97.00
17	Parts/Material/Supplies: Cost Plus %	20%
18	Outside services and repair invoices Penske markup includes quality check of services performed, technical support and invoice handling charges.	Vendor's invoice price plus 10% with a \$100 cap per invoice

It is acknowledged and agreed that Penske's "cost" includes Penske's acquisition cost, its internal carrying cost, the cost of Penske's corporate sourcing procurement group, the cost of stocking and handling the part, inventory holding cost, the cost to disburse item, the cost of core management where applicable, the cost of warranty management where applicable, and other general and administrative expenses. Customer shall not be entitled to any volume rebates or other incentives, which shall constitute the sole property of Penske.

Item No.	Service	Penske PM Proposal
1	Engine oil and filter	Inspection: included in monthly fee Labor: no charge Parts: cost plus 20%
2	Strut, shocks, suspension, airbags, air tanks and airlines	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
3	Air conditioning and heating	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
4	Windshield, washer and wiper blades	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%

<b>5</b>	Tire replacement, balancing, rotation and alignment	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>6</b>	Brake shoes, pads, rotor and master	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>7</b>	Cylinder/air dryer, air compressor, air system and governor	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>8</b>	Electrical system	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>9</b>	Wheel and bearings	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>10</b>	U-joints	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>11</b>	Battery	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>12</b>	Radiator	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>13</b>	Power steering reservoir	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>14</b>	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20% Outside Repairs: actual cost plus 10% (\$100 cap)



<b>15</b>	Transfer case	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>16</b>	Differential	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>17</b>	24-hour towing/roadside assistance	Access to 24/7 roadside assistance call center included in monthly fee Services rebilled to County
<b>18</b>	Lights	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>19</b>	Belts and hoses	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>20</b>	Filters (air, cabin, trans, and fuel)	Inspection: included in monthly fee Labor: \$97.00/hour Parts: cost plus 20%
<b>21</b>	Emissions systems and smog checks	Annual inspection rebilled to County Repair Labor: \$97.00/hour Parts: cost plus 20% Outside Repairs: vendor's invoice price plus 10% (\$100 cap)
<b>22</b>	Recall and warranty tracking	Included in monthly fee.
<b>23</b>	No mileage charge or penalty	None applies
<b>24</b>	Vehicle records and logistics support	All vehicle records are maintained by Penske. This administrative service is included in the monthly fee. The County retains ownership of vehicle records.
<b>25</b>	Access to wash rack facilities on an "as-needed" basis	Penske will wash the exterior of the buses on a mutually agreed schedule and invoice labor to the County.

**Fuel Pricing:**

RFP# SHARC-367372

Notwithstanding any other provision herein to the contrary, if CONTRACTOR provides COUNTY fuel for a Vehicle, including refrigeration units, provided COUNTY meets payment terms of seven (7) days for all fuel invoiced by CONTRACTOR, the per gallon charge for fuel shall vary, and shall be billed in addition to all other charges, but shall not exceed the sum of (i) the Oil Price Information System ("OPIS") daily average rack closing price per gallon for on-road Ultra Low Sulfur Diesel ("ULSD") or other applicable product based on the closest OPIS rack location to the facility where the fueling occurs on the most recent available business day prior to the date of Customer's fueling (the "OPIS Price"); plus (ii) all charges for freight to transport the fuel from the terminal to the facility where fueling occurs (based on the delivery charges for the last business day on which a delivery took place at such facility), any additives and applicable taxes; plus (iii) eight cents (\$0.08) per gallon (the "OPIS Adjustment"), (collectively the "Fuel Price"), such sum multiplied by the total number of gallons pumped. The foregoing maximum per gallon fuel charge shall only apply to fuel purchased from facilities owned or operated by CONTRACTOR and shall not apply to fuel purchased in Canada, Alaska or Hawaii. Fuel charges will be billed to COUNTY in addition to other charges and COUNTY agrees to pay for such charges within seven days. If COUNTY obtains fuel from sources other than CONTRACTOR's facilities or authorized facilities, COUNTY will be responsible for all charges for such fuel. CONTRACTOR reserves the right to change the OPIS Adjustment or cancel this fuel pricing program upon thirty (30) days written notice based on changes in market conditions, which shall include, but not be limited to, product transportation costs, pipeline fees, terminal storage costs, taxes, any charge imposed by any governmental agency or authority, and/or time value of money.

Notwithstanding anything to the contrary set forth in this Agreement, if (a) market forces substantially increase the price of fuel, freight or other fuel related charges, and/or (b) a "Force Majeure" (as defined below) event causes a disruption or interruption in the supply of fuel available to CONTRACTOR or third party providers, which materially impairs CONTRACTOR's ability to procure or provide fuel at or below the Fuel Price ("Interruption Event"), then in such event CONTRACTOR shall promptly notify COUNTY (such notice may be, and shall be effective by telephone, if it is subsequently confirmed in writing) of such circumstances. As of the date of such notification to COUNTY until the Interruption Event ceases, CONTRACTOR shall not be obligated to provide fuel to COUNTY at the Fuel Price, but rather it shall use commercially reasonable efforts to provide fuel to COUNTY at prices that may vary.

For purposes of the preceding paragraph, the term "Force Majeure" means any cause that is not within CONTRACTOR's control, and whether foreseen or unforeseen, including, but not limited to, events of nature or the elements (including hurricanes, earthquakes, fire, storms, floods, and lightning), acts of God, strikes, lockouts, sabotage, wars, blockades, riots, terrorist acts or the threat thereof, epidemics, civil disturbances, explosions, fuel allocation programs imposed on CONTRACTOR, or other casualty occurrences substantially affecting CONTRACTOR's ability to obtain and provide fuel.

**Diesel Exhaust Fluid:**

To the extent any Vehicle requires Diesel Exhaust Fluid (DEF), CONTRACTOR may provide COUNTY with DEF at Penske's rates then in effect, including any applicable taxes and fees, and the charges for DEF will appear on COUNTY's fuel invoice or otherwise be billed weekly.



**EXHIBIT C**  
**Emergency Roadside Assistance 24/7**

Penske's 24/7 Roadside Assistance is available to both full-service leasing and contract maintenance customers. One call to Penske and we'll send help to get your driver back on the road. Our dispatch team is comprised of experienced fleet managers, technicians or by persons who worked in other technical positions, such as dispatcher. They are trained to get the vehicle repaired and back in service as quickly as possible. The average time from the first call to completed repair averages less than 1.83 hours - a leading industry benchmark.

When the COUNTY calls, Penske will:

- ✦ ensure the driver is safe
- ✦ identify the problem and dispatch emergency roadside assistance
- ✦ communicate with you and your driver, and provide online visibility of road-call status
- ✦ put drivers and product, back on the road, typically within two hours  
Penske-qualified vendors can handle everything from repair to towing and load transfer. We'll keep you and your driver informed throughout the process.

**EXHIBIT D**  
**Vehicle Exhibit**

Bus	Year	Make	Model	VIN #	Mileage
RCJ 1	2005	MCI	D4000ISTV	1M81DMPA16P056805	466,964
RCJ 2	2005	MCI	D4000ISTV	1M81DMPA66P056802	352,414
RCJ 3	2006	MCI	D4000ISTV	1M81DMPA67P057417	564,732
RCJ 4	2006	MCI	D4000ISTV	1M81DMPA87P057418	487,500
RCJ 5	2000	MCI	102D3ISTV	1M81DMPA81P053358	643,810
RCJ 6	2001	THOMAS	HDK	1T75T2B2521117693	228,566
RCJ 7	2003	MCI	D4000ISTV	1M81DMPA14P056185	494,268
RCJ 8	2005	MCI	D4000ISTV	1M81DMPA26P056800	458,754
RCJ 9	2011	MCI	D4000ISTV	1M81DMHA7BP059815	314,088
RCJ 10	2012	MCI	D4000ISTV	1M81DMBA5DP012911	319,688
RCJ 11	2018	MCI	D4000ISTV	1M81DMBA1KP015138	28,386
Titan 1	2008	CHEVROLET	CC5500	1GB5C1969F406058	82,764
Titan 2	2008	CHEVROLET	CC5500	1GB5C1959F406505	93,268