

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



**ITEM: 3.31
(ID # 14188)**

MEETING DATE:

Tuesday, June 15, 2021

FROM: EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Direct the Update of Board Policy D2, A62, and D10; Approve authorization for the Application for Ford Fleet Care Program (FFC) and National Fleet Parts Pricing (NFPP) with Ford Motor Company (Ford) and GM MegaFleet with General Motors (GM) for Consolidated Billing and Parts Price Guarantee; and Approve the Contracts for the Vendors listed in Attachment A, for Sheriff's Vehicle Maintenance Services for Five Years and Authorize the Chairman of the Board to sign the Agreement on behalf of the County, All Districts. [Total Cost \$15,000,000; Up to \$3,000,000 in additional compensation; Contract Cities Revenue 55%, and Sheriff's Department Budget 45%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Direct the Executive Office to amend Board Policy D2, A62 and D10 to allow the Sheriff's department flexibility in managing their fleet and bring back for Board approval; and,

Continued on Page 2

ACTION: Policy


Dennis Vrooman, Assistant Sheriff

5/19/2021


Dave Rogers, Chief Administrative Officer

5/20/2021


Jeff Van Wageningen, County Executive Officer

5/10/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as amended to revise recommended motion number five to read: "Direct the Executive Office to report back to the Board on the savings realized as a result of this Board action every 12 months for three years and report to the Board any proposed sells of related properties."

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 15, 2021
xc: EO, Sheriff

Kecia R. Harper
Clerk of the Board

By 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Ford Fleet Care Program, National Fleet Parts Pricing Program and GM MegaFleet Applications (the "Agreement") and authorize the Sheriff or his designee to submit the Application for Ford Fleet Care Program with Ford Motor Company (Ford) and GM MegaFleet with General Motors (GM) for Sheriff's for consolidated billing and parts price guarantee, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and,
3. Approve agreements with the vendors listed in Attachment A, Approved Contract Vendor List, for vehicle maintenance and repair services for a total aggregate amount of \$15,000,000 for five years through November 30, 2025; and,
4. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved as to form by County Counsel, to: (a) enter into new agreements with new automotive vendors, including Ford and GM providers in Riverside County who meet the minimum qualifications, per the Request for Quotation (RFQ) # PUARC 1675 for Automotive Maintenance and Repair Services, through November 30, 2025 not to exceed the total aggregate amount of \$15,000,000; (b) move the allocated funds among the vendors; (c) sign amendments to compensation provisions that do not exceed the sum total of twenty (20) percent of the total aggregate contract amount.
5. Direct the Executive Office to report back to the Board on the savings realized as a result of this Board action in twelve (12) months.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 3,000,000	\$ 18,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 1,350,000	\$ 8,100,000	\$ 0
SOURCE OF FUNDS: Contract Cities Revenue 55%, Sheriff's Department Budget 45%			Budget Adjustment:	No
			For Fiscal Year:	21/22 - 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Sheriff's Department requires safety, dependability, performance and efficiency of their vehicles to perform law enforcement work. In the past, County Fleet services met this demand for the Sheriff's Department. In an effort to provide the Sheriff's Department more flexibility to manage their fleet, the Executive Office and County Fleet services collaborated with the Sheriff's Department on a different approach for their vehicle management and maintenance service. The responsibility for vehicle acquisition, management, maintenance, mechanical/accident repair, and vehicle disposal will be handled by the Sheriff's Department starting fiscal year 2021-22. The Department is seeking approval to use the Ford Fleet Care, National Fleet Parts Pricing and GM MegaFleet programs consolidated billing and parts price guarantee for its fleet of 1,772 vehicles. Ford Motor Company (Ford) and General Motors (GM) both have similar programs for consolidated billing, and they offer preset discounted pricing or price maximum on parts (dealer cost plus 15% for Ford and dealer cost plus 28% for GM), consolidated billing, online fleet reports, priority support for safety customers. The Sheriff's Department will no longer be paying the Internal Service Fund (ISF) rates to County Fleet; instead, they will manage the fleet costs directly. The Executive Office is working with Fleet Services regarding the impacts of this action and will be communicating to the board as appropriate. The fuel stations will be unaffected, but some garages are anticipated to close and transition to contracted service providers.

Ford Fleet Care (for consolidated billing), National Fleet Parts Pricing and GM MegaFleet are a parts and service consolidated billing programs that both vendors offer without administrative fees to commercial fleets with the flexibility for customers to self-manage their fleet of vehicles. The Sheriff's Department currently operates a fleet of 1,772 vehicles, of which 1,273 (72%) are manufactured by the Ford, and 228 (12%) are manufactured by GM, which make it advantageous to contract with both vendors. Additionally, fifty-eight percent (58%) of sheriff's fleet (approximately 951 vehicles) is made up of vehicles that are 5 years and older in various shape and conditions, and these programs are ideal because they have certified mechanics, factory-trained technicians, parts and resources to provide a one stop shop for services for the Department owned vehicles. Part of their added-value

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services, Fritts Ford will provide a mobile portable lube service in which they come onsite within a 10 mile radius of their dealership in Riverside to perform general lube service for two or more vehicles that have been pre-scheduled to all Department's vehicles for a service fee of \$15 dollars above the contracted rates. Additionally, the Department not only operate a large jurisdiction, but from time to time travel outside their jurisdiction to perform other law enforcement work such as transporting inmates and extradition services. For this reason, contracting with Ford and GM will allow the Sheriff's department to access a network of dealerships and receive the parts price guarantee along with the consolidated billing outside the County, is advantageous.

Ford's programs are available to all Ford and Lincoln Dealers, including Quick Lane Tire and Auto Centers in the United States, and GM has a national network of participating dealers that offer the service. Both companies are nationally known with hundreds of service centers located in California. Ford and GM will work with the County on signing up all franchises in Riverside County who are not already part of the programs. The vendors in the attached list not only include Ford and GM dealerships, but other vendors in locations throughout the county, and their accessibility and proximity to many sheriff's locations provides the flexibility for sheriff's personnel to coordinate services as needed. The ability for sheriff's personnel to track and manage their fleet for services, review work order summaries of parts and service performed, pending purchases, receive priority service and support as a commercial customer, and obtain service reports without added administrative fees is a cost savings to the Department. With their single consolidated invoice to replace multiple repair orders or part invoices from various accounts, this simplified administration will allow the Department to maintain a lean support team thus providing an overall cost saving to the County.

Riverside County encompasses a large geographical area of more than 7,200 square miles, stretching from Blythe to Corona, and having access to service centers throughout the county to provide parts, repair and routine preventative maintenance services, to the sheriff's fleet will support the diverse needs in a reasonable, timely, and cost-efficient manner for public safety.

Contract History and Price Reasonableness

Ford's National Fleet Parts Pricing (NFPP) program is designed specifically for regional and national fleet customers with 50 or more Ford units in operation that have the potential to purchase higher volumes of parts from multiple sources. The NFPP program provides the department with the following benefits:

- Competitive "Not to Exceed" parts pricing on Ford and Motorcraft mechanical parts.
- A network of Ford Motor Company Dealerships across the U.S. for both over-the-counter wholesale purchases, as well as, for eligible parts used in dealership service departments for maintenance and repairs.

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GM MegaFleet offers a similar pricing model in which they instituted a price cap on all GM original equipment and AC Delco parts. Their program validates all parts and equipment and adjusts invoice pricing when the cap is exceeded.

By enrolling into these programs, the Department will receive competitive pricing for parts. Our business relationships with Ford and GM are entirely at our discretion and there is no fees or requirement to continue in the program. Furthermore, the ability to establish prior approval spending limits on all repairs with the vendors will provide the Department personnel additional control to monitor all repair costs.

The county is utilizing the pricing from the Sourcewell Cooperative for Ford Fleet Care, National Fleet Parts Pricing, and for GM Mega Fleet programs. Ordinance No. 459 Section 5f. allows the Purchasing Agent to use cooperative agreements to satisfy competitive bid requirements, as they aggregate demand for the purpose of lowering prices.

In an effort to manage cost and ensuring the accessibility and availability of services when needed, the Department plans to utilize the County awarded vendors listed in Attachment A, Approved Contract Vendor List, for vehicle maintenance services. These twenty-one (21) vendors were awarded the contracts as a result of the bid conducted by the Riverside County Purchasing Department. The Request for Quotation (RFQ) # PUARC 1675 for Automotive Maintenance and Repair Services was advertised on the County website and the invitations were sent to over nine hundred (900) potential bidders, eighty-seven (87) of them downloaded the bid, and twenty-five (25) of them submitted a proposal. Based on the scope of services and requirements, the various types of services needed to fulfill the diverse needs of the County and ensuring County agencies have access to services when needed, the award was made to twenty-one (21) vendors. The County intends to open these contracts County-wide to allow authorized County entities the means to manage their fleet repairs.

The Department will assess all their service requirements and utilize the programs in conjunction to these contracts while following purchasing policy to ensure the best cost saving solution is applied. Furthermore, having all these vendors at the Department's disposal will provide them the ability to manage their vehicle out of service rate to a minimum to ensure a sufficient number of vehicles are available to effectively and efficiently meet service demands and perform required duties. Using the County's standard vehicle out-of-service rate threshold of 5% and with a fleet of 1,772 vehicles, having more than 89 vehicles (5%) out on repairs any given period will greatly impact the Department's ability to provide law enforcement service to the communities. There are over 60 Sheriff's stations/jails/bureaus spread across the County and having options provides the Department mobility and flexibility of operation within large geographic areas.

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The Department projects to spend \$3M annually for vehicle repairs and maintenance services, therefore is requesting for an annual aggregate amount of \$3M to be spent between the contracted vendors listed in Attachment A, for a total of \$15M over the 5-year term. In addition, the Department is also requesting for a twenty (20) percent contingency, which equates to an added compensation of \$3M for additional repair services. In total, the five-year cost with the 20% contingency is \$18M.

Additional Fiscal Information

The Sheriff's Department has a budget appropriation of \$15.3M allocated for vehicle expenses, and the vehicle support programs would be paid using the Sheriff's budget. Once the Department completes the transition and fully manages their Fleet, the projected cost saving in excess of \$1M annually and \$5M over the five-year term.

Impact on Citizens and Businesses

The vehicles are essential in providing frontline deputies the ability to patrol assigned areas to enforce laws and ordinances, regulate traffic, prevent crimes, and respond to critical incidents. Having reliable vehicles for deputies to reach the scene of incidents quickly, patrol the communities, or transport criminal suspects, while providing a high visibility deterrent to crime is essential to keeping citizens and communities safe.

Attachment

- A. Application for Ford Fleet Care Program – 1 copy
- B. Application for GM MegaFleet Program – 1 copy

**ATTACHMENT A: APPROVED CONTRACT VENDOR LIST
County Approved Vendors per bid PUARC# 1675:**

VENDOR		DBA
1	Raceway Ford	Raceway Ford
2	All Magic	All Magic Paint and Body
3	DECC, Inc.	DECC, Inc.
4	High Tech Auto Care Inc	High Tech Auto Care Inc
5	Inland Empire Autobody and Paint, Inc	Inland Empire Autobody and Paint, Inc
6	Innovative Emergency	Innovative Emergency Equipment
7	Ken Grody Ford - Redlands	Ken Grody Ford Redlands
8	Larry Green Ford	Larry Green Ford
9	Mobile Medical Technologies, LLC	Mobile Medical Technologies, LLC
10	Palm Springs Motors	Palm Springs Motors

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11	Rancho Ford Inc	Gosch Ford Temecula
12	RV Masters Mobile Repair Inc.	RV Masters Mobile Repair Inc.
13	Wrench, Inc.	Wrench, Inc.
14	Fritts Ford	Warren-Anderson Ford
15	NVB Equipment Corp	NVB Equipment Corp
16	Complete Towing & Recovery	Mark Heneky
17	Diamond Chevrolet	Dalia Auto Group, Inc.
18	Ford of Upland	Ford of Upland
19	I-10 Auto Body	I-10 Auto Body
20	Gosch Ford Hemet	Jack Gosch Ford


Tina Grande, Director of Purchasing and Fleet Services 5/13/2021


Cherilyn Williams 6/7/2021


Gregory L. Priamos, Director County Counsel 1/4/2021

Maxwell, Sue

From: cob@rivco.org
Sent: Friday, June 11, 2021 3:28 PM
To: COB; victor@LIUNA777.org
Subject: Board comments web submission

CAUTION: This email originated externally from the **Riverside County** email system.
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First Name: Victor
Last Name: Gordo
Address (Street, City and Zip): 4000 10th Street, Riverside CA 92501
Phone: 626-664-9656
Email: victor@LIUNA777.org
Agenda Date: 06/15/2021
Agenda Item # or Public Comment: 3.31
State your position below: Oppose

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210615. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.

Application for Ford Fleet Care Program

Consolidated Billing Program Options (required)

Vehicle Maintenance and Service
 Parts Purchases

Company Information (required)

Company Legal Name:
Riverside County Sheriff's Department

Doing Business As (DBA) (If different then Company Legal Name):

Legal Physical Address: (No P.O. boxes):
4095 Lemon Street

City: Riverside	State: CA	Zip: 92501
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Company Website: https://www.riversidesheriff.org/	Phone Number: 951-955-4297
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Industry:

Construction
 Goods and Services
 Medical
 Municipality
 Transportation
 Utilities
 Other: Law Enforcement Services

Business Type:

Corporation
 LLC
 Sole Proprietor
 Government
 Non-Profit
 Other: _____

Tax Exempt Information: **Tax ID#** 95-6000930

No
 Yes - All States
 Yes - State Specific Tax exempt States: _____

Is this location an individual Branch Location?: Yes No
Is this location a Corporate office with Multiple Branch Locations?: Yes No
 If Yes, how many locations? _____

Fleet Vehicle Information (required)

Ford Vehicle Count: <u>1273</u> Non-Ford Vehicle Count: <u>499</u> <small>Attach VIN list with Program Application</small>	Ford Fleet Identification Number (FIN): <u>QA855</u> <small>(if applicable)</small>
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Spend and Authorization Information (required)

Vehicle Maintenance and Service	Part Purchases
Estimated Monthly Average Spend: \$ <u>166,667</u> Company pre-set spending limit (prior approval): (Maximum \$500.00) \$ <u>400</u>	Estimated Monthly Average Spend: \$ <u>N/A</u> <i>All Part Purchases require Company Prior Approval</i>

Does your company have an active Ford Commercial Line of Credit (CLOC)?
 Yes No

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Fleet Manager Contact (required)	
Contact Name: Craig McDonald	Address: 7195 Alessandro Blvd.
Job Title: Sheriff's Lieutenant	City: Riverside
Phone Number: 951-955-2530	State: CA
Email Address: cmcdonal@riversidesheriff.org	Zip: 92506
<input checked="" type="checkbox"/> Allow Online Billing: Ford Fleet Care Headquarters will contact the Fleet Manager to activate access to "MyFleetCare" website features	
Account Payable Contact (required)	
Contact Name: Melissa Jones	Address: 7195 Alessandro Blvd.
Job Title: Sr. Accounting Assistant	City: Riverside
Phone Number: 951-955-2431	State: CA
Email Address: mjones2@riversidesheriff.org	Zip: 92506
Payment Method: <input checked="" type="checkbox"/> EFT (Electronic Funds Transfer-Preferred) <input type="checkbox"/> Check	
Preferred Billing Cycle: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Bi-weekly	
Purchase Authorization (Prior Approval) Contact (required)	
Contact Name: Scott Burns	Address: 7195 Alessandro Blvd.
Job Title: Sheriff's Sergeant	City: Riverside
Phone Number: 951-955-2590	State: CA
Email Address: sdburns@riversidesheriff.org	Zip: 92506
Enrollment Referral Information	
Dealership Name: Ford Motor Company	Ford Representative Division: FSO
Contact Name: Steve Hoe	Contact Name: Anne Tran-Malone
Title: Western Regional Manager	Title: Fleet Parts Specialist
Email: Shoe@Ford.com	Email: Atranma1@ford.com
Phone Number: 916-705-5350	Phone Number: (313) 495-5953
Finalize Enrollment (required)	
Send Completed Signed Application to: Email: ffcadmin@ford.com with VIN list in Excel Spread sheet (for quicker processing) Or Fax: (313)390-3555 (VIN listing may also be included)	

Ford Fleet Care Program Agreement

DEFINITION OF FORD MOTOR COMPANY ("FORD") FORD FLEET CARE CONSOLIDATED BILLING AND PARTS PURCHASE PROGRAM. Acceptance into the Ford Fleet Care Consolidated Billing and Parts Purchase Programs is at the sole discretion of Ford. Additional information (such as corporate, vendor or state forms) may be required prior to enrollment. Upon acceptance into the Ford Fleet Care Consolidated Billing Program or Ford Fleet Care Parts Purchase Program, Ford will establish a billing account and pay participating Ford or Lincoln dealerships, Quick Lane Tire & Auto Centers or any Ford authorized program service provider in the USA or Ford and Ford-Lincoln dealerships or Quick Lane Tire & Auto Centres in Canada (collectively referred to as "Ford Fleet Care Service Providers") for repair, maintenance service, parts or accessories, Ford Protect Extended Service Plans, Rotunda shop equipment, or Ford Fleet Training purchases on behalf of the approved fleet company ("Fleet Company") in accordance with the Ford Fleet Care Program Agreement provisions set out herein.

WHERE TO GO FOR SERVICE OR PARTS PURCHASES. All Ford Fleet Care Service Providers can perform repairs or maintenance services under the terms of the Ford Fleet Care Consolidated Billing Program. Parts may be purchased under the terms of the Ford Fleet Care Parts Purchase Program from all participating Ford or Lincoln dealerships in the USA or Ford and Ford-Lincoln dealerships in Canada. Certain parts or services may not be available for non-Ford vehicles. Motorcraft brand parts and fluids may be available from participating Ford Authorized Distributors.

ELIGIBILITY AND AGREEMENT PERIOD. Eligibility for the Ford Fleet Care Consolidated Billing Program is in effect from the issue date of the Ford Fleet Care Program acceptance letter, and is valid for the duration of the fleet company's enrollment in the Program. Eligibility for the Ford Fleet Care Parts Purchase Program is in effect from the issue date of the Parts Purchase membership card and is valid for the duration of the Fleet Company's enrollment in the Ford Fleet Care Parts Purchase Program. Enrollment for both programs is renewed annually with then current provisions, unless notified and agreed to otherwise. Ford Fleet Care billing services may not be used for non-Ford vehicle components and/or operating systems on vehicles not owned, leased and operated by the approved fleet company, including Ford Qualified Vehicle Modifiers.

PROGRAM CREDIT LIMIT AND MAXIMUM AUTHORIZED REPAIR AMOUNT.

Credit Limit: A maximum credit limit will be established for the Fleet Company based on a credit history evaluation and vehicle enrollment. Credit limits may be adjusted (increased/decreased) based on program activity and vehicles enrolled. Services or purchases that exceed the Fleet Company's credit limit may result in suspension of Ford Fleet Care billing privileges. As a result, additional services or purchases may be denied until payment has been made. Requests for credit limit increase may be sent in writing to Ford Fleet Care Administration at the correspondence address identified below.

Ford Fleet Care Consolidated Billing Program: Should the total cost of repairs exceed the authorized limit, the Ford Fleet Care Service Provider will contact the Fleet Company for authorization, which shall be evidenced by the issuance of a purchase order or approval number, prior to proceeding with the repair. The authorization limit is set by the Fleet Company at the time of enrollment as Repair Prior Approval and generally will not exceed \$500.00. The authorization limit may be modified at Ford's sole discretion by submission of a written request to the correspondence address below at a later date. Repairs that are less than the authorization limit are deemed to be authorized repairs. The Fleet Company is responsible for payment of all authorized repairs.

Ford Fleet Care Parts Purchase Program: All parts purchases shall require authorization for purchase from the Fleet Company, which shall be evidenced by the issuance of a purchase order or approval number. The Fleet Company is responsible for payment on all authorized parts purchases.

FORD FLEET CARE NATIONAL PROGRAMS. Ford Fleet Care may offer national programs as part of the Consolidated Billing program, such as Glass and Roadside programs (available only in the U.S.). The Fleet Company is automatically enrolled in Ford Fleet Care national programs as they become available. Services provided under the Ford Fleet Care national programs do not require prior approval from the Fleet Company, even if the charges exceed the established maximum authorized repair amount. Additional information is available at www.fleetcare.ford.com.

ACCOUNT RESPONSIBILITIES FOR SERVICE AND MAINTENANCE OR PARTS PURCHASES. The Fleet Company is responsible for ensuring that: (1) Tax Exempt information, if applicable, is provided at time of service or purchase. (2) The requested work has been completed or the required part(s) have been received, (3) The repair or purchase order contains the correct name, VIN or account code, odometer reading and repair or purchase date and (4) The repair or purchase order is signed and dated or otherwise documented and a copy is retained for the Fleet Company's records. (5) VIN enrollment is accurate and additions and deletions are required in a timely basis. Failure to do so may result in charges on vehicles no longer owned or operated by the fleet.

STATEMENT OF ACCOUNT, INVOICE AND SUMMARY. Each billing period, Ford will post online or send the Fleet Company a summary and detail of individual charges, an invoice tallying monthly charges and a statement of account that includes billing and payment activity from the previous billing period. Online billing documents are available at www.fleetcare.ford.com. Documents without billing charges are not posted online or sent to the Fleet Company.

FOREIGN EXCHANGE. USA/Canadian currency exchange will be calculated based on the Ford bookkeeping rate at the time of the repair or parts purchase, as the case may be, with no service fees charged.

CHARGES AND FEES. Ford will bill the fleet company for their authorized repairs and services (including Prior Approval repair values) not covered by the New Vehicle Limited Warranty, Ford Protect Extended Service Plan (ESP), or other Ford program, and for parts and products purchased using an assigned Ford Fleet Care billing account number. Approved deviations from the standard services outlined in this agreement may result in additional charges to the Fleet Company's account. Service requests that may cause additional charges may include, but are not limited to: Requests for customized data reports, billing reprint requests, alternative billing services (i.e. EDI, third party billing services) or express mailing of billing documentation. Additionally, approved payment terms extended beyond net thirty days may result in additional charges.

PAYMENT. The Fleet Company shall pay Ford the amount stated on the invoice by the specified due date. At Ford's sole discretion, existing credit on account may be applied to subsequent billing, thereby reducing the amount owed. This will be reflected on the Fleet Company's statement of account, which is provided with the current billing period's invoice. In the event of nonpayment in whole or in part, Ford reserves the right to suspend or cancel Ford Fleet Care billing privileges upon written notice to the Fleet Company. Ford reserves the right to seek payment by any legal means it deems appropriate, including the right to offset against and redirect payments of any amounts otherwise payable to the Fleet Company by Ford (e.g. Competitive Price Allowance (CPA), Government Price Concession (GPC), etc.). Delinquent payment may be reported to national credit bureaus.

LATE PAYMENT FEE. Charges not disputed in writing or not paid in full by the specified invoice due date will be subject to a late fee at the standard rate of 4%, calculated and compounded monthly from the invoice due date until payment is received in full. Disputed charges will be exempt from the monthly service fee provided payment is made within 60 days from the time the dispute is resolved. The Fleet Company will be responsible for late fees incurred on delinquent invoices as a result of a failure to identify vendor approval steps or documentation required to facilitate payment. Additionally, approved payment terms extended beyond net 60 days may incur a late payment fee higher than the standard rate.

DISPUTED CHARGES. The Fleet Company MUST submit in writing inquiries and applicable copies of disputed charges within 60 days of the date of the invoice. Charges not disputed within 60 days of the date of invoice will become the responsibility of the Fleet Company. Disputed charges must include the Fleet Company name and account number, the dollar amount being disputed, and a description of the dispute and any supporting documentation. Submitting disputed invoices immediately may help in avoiding interruption of Ford Fleet Care service. Ford Fleet Care is a billing service only, so Ford will only correct errors made by Ford. Ford shall not be responsible for any misrepresentation of the Ford Fleet Care program and its features by a Ford Fleet Care Service Provider, any claims that work was not actually provided by the Ford Fleet Care Service Provider, or that the Ford Fleet Care Service Provider inaccurately or improperly performed the work. *The Fleet Company should contact the Ford Fleet Care Service Provider directly to resolve these types of disputes.* Ford makes no warranty or representation regarding the work performed by the Ford Fleet Care Service Providers or the parts and services provided by the Ford Fleet Care Service Providers, except to the extent that any purchased parts or accessories may be subject to an express Ford product warranty.

TO CANCEL FORD FLEET CARE ENROLLMENT. The Fleet company MUST notify Ford's Ford Fleet Care Administration in writing as soon as: (1) An enrolled vehicle is taken out of service, (2) Ford Fleet Care is no longer desired on a vehicle, or, (3) the Consolidated Billing or Parts Purchase account is no longer desired. The request must include the Fleet Company account code and specific VIN information if applicable. The enrollment cancellation process generally takes 10 business days from Ford's receipt of the request. The Fleet Company will be charged and responsible for all repairs performed on vehicles and/or parts purchases until Ford Fleet Care Administration completes the cancellation process. To avoid being charged, the Fleet Company should instruct drivers to refrain from receiving service or purchasing parts through Ford Fleet Care while the enrollment cancellation is in process. Confirmation of enrollment cancellation will be provided to the Fleet Company upon completion.

TERMINATION AND CHANGES TO FORD FLEET CARE PROGRAM AGREEMENT. In addition to any other termination rights specified herein, Ford shall have the right to terminate the Ford Fleet Care Program Agreement with the fleet company at any time, with or without cause, upon providing thirty (30) days prior written notice to the fleet company. Any change to this Program Agreement shall be made by written amendment only.

CORRESPONDENCE & NOTICES

Please direct all inquiries to Ford Fleet Care Headquarters as follows:

Phone: (800) 367-3221
Fax: (313) 390-3555
Email: ffcadmin@ford.com
Mail: 19855 W. Outer Drive Suite #500
Garrison Place East
Dearborn, MI 48124

Contact for the Riverside County Sheriff's Department
Lt. Craig McDonald
7195 Alessandro Blvd
Riverside CA 92506
cmcdonal@riversidesheriff.org
951-955-2530

PRIVACY STATEMENT. Ford's full privacy policy is available at www.fleetcare.ford.com for review. This application is submitted to provide information in connection in establishing or maintaining credit with Ford Motor Company. Information obtained in this application is for the exclusive use of Ford Motor Company and payment plan processors. All portions of this form must be completed for application review. Ford Motor Company reserves the right to request additional information. Applicants may be contacted for further processing.

Attest: The County of Riverside, on behalf of its Sheriff's Department

Authorized Representative Name: KAREN SPIEGEL Date: JUN 15 2021

Title: Chairman, Board of Supervisors

Signature: Karen S. Spiegel

The information contained herein is true and correct to the best of my knowledge and belief. The Company listed above understands and agrees to the Ford Fleet Care Program Agreement printed above.

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: Susanna Oh
Susanna Oh
Deputy County Counsel

By: KECIA R. HARPER, Clerk
DEPUTY

Credit Application for the GM Fleet Consolidated Billing Programs

(PLEASE PRINT OR TYPE)

CUSTOMER INFORMATION *required*				
Approved Program Type: (Please Select only one GM program and/or ACDelco)				
<input type="checkbox"/> GM : FleetTrac	<input checked="" type="checkbox"/> GM : MegaFleet			
<input type="checkbox"/> GM : Fleet Parts Discount Program	<input type="checkbox"/> GM : National Fleet Maintenance Program			
<input type="checkbox"/> ACDelco : National Fleet Parts Program				
County of Riverside, on behalf of its Sheriff's Department				
Company Legal Name: As displayed on income tax return				
DBA: SourceWell Contract # 101520-GNL				
Legal Physical Address (no P.O boxes): 7195 Alessandro Blvd.				
City: Riverside	State: CA			
Zip Code: 92506				
Country: <input checked="" type="checkbox"/> United State	Preferred Currency: <input checked="" type="checkbox"/> U.S Dollar			
Business Type:				
<input type="checkbox"/> Corporation	<input type="checkbox"/> Municipality	<input type="checkbox"/> Private School	<input checked="" type="checkbox"/> Government	
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Education	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
Who introduced you to the program? (Please provide name and, if a dealer, the dealerships name.): Kelly Palmer, GM West Coast Rep.				

CORPORATE OFFICE or HEADQUARTERS (HQ) INFORMATION	
Is this Location a Corporate Office or HQ with Multiple Locations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If YES, do you have satellite or additional locations that need to be listed?*	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If NO, is there a Corporate Office or HQ with a current GM Fleet Consolidated Billing Account?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Corporate Office or HQ GM Fleet Consolidated Billing Program ID (if known): _____	GM Fleet Consolidated Billing Program Corporate Office or HQ Name: _____

* If additional locations are required, please provide additional location information as a separate Excel or spreadsheet. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

CREDIT INFORMATION *required*		
Expected Monthly Spend: \$ 41,667	OR	Requested Credit Line: \$ 500,000 Annually

Credit Application for the GM Fleet Consolidated Billing Programs

PRIMARY CONTACT INFORMATION (Contact for vehicle repair & purchase approvals) *required*	
Contact Name: <u>Craig McDonald</u>	Address1: <u>7195 Alessandro Blvd</u>
Job Title: <u>Sheriff's Lieutenant</u>	
Phone Number: <u>(951) 955-2530</u> ext.	City <u>Riverside</u>
Cell Number: () -	State: <u>CA</u>
Fax Number: () -	Zip: <u>92506</u>
E-mail Address: <u>cmcdonald@Riversidesheriff.org</u>	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Primary Contact	
Delivery Method: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> None	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No

BILLING CONTACT INFORMATION *required*	
Contact Name: <u>Melissa Jones</u>	Address1: <u>7195 Alessandro Blvd.</u>
Job Title: <u>Sr. Accounting Assistant</u>	
Phone Number: <u>(951) 955-2431</u> ext.	City <u>Riverside</u>
Cell Number: () -	State: <u>CA</u>
Fax Number: () -	Zip: <u>92506</u>
E-mail Address: <u>MJones2@Riversidesheriff.org</u>	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Billing Contact	
Delivery Method: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	Online Account Access : <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Format (for e-mailed bills) <input checked="" type="checkbox"/> PDF <input type="checkbox"/> CSV	Invoice Likenesses to accompany billing statement: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

ADDITIONAL CONTACT INFORMATION *optional*	
Contact Name: <u>Scott Burns</u>	Address1: <u>7195 Alessandro Blvd</u>
Job Title: <u>Sheriff's Sergeant</u>	
Phone Number: <u>(951) 955-2590</u> ext.	City <u>Riverside</u>
Cell Number: () -	State: <u>CA</u>
Fax Number: () -	Zip: <u>92506</u>
E-mail Address: <u>SDBurns@Riversidesheriff.org</u>	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Additional Contact	
Delivery Method: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> None	Online Account Access : <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

BILLING PREFERENCES *required*

Credit Application for the GM Fleet Consolidated Billing Programs

Requested Billing Cycle: <input checked="" type="checkbox"/> Daily with 30 day terms <input type="checkbox"/> Twice Monthly (10 th and 25 th of each month) with 30 day terms <input type="checkbox"/> Monthly (25 th of each month) with 30 day terms <input type="checkbox"/> Other (Fees May Apply)
Participate in Centralized Billing (Billing paid by Corporate Office or HQ account)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If YES AND you have additional locations, should the locations receive bill copies as well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Preferred Payment Method: <input type="checkbox"/> Wire <input type="checkbox"/> EFT (Customer initiated) <input type="checkbox"/> Direct Debit ¹ <input type="checkbox"/> Check

BANK INFORMATION (required if preferred payment method is Wire or EFT)	
Bank Name / Branch:	ABA Number:
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Account Number:
	Account Name:
<p>***Required if using Wire or EFT***</p> <p><u>PLEASE INCLUDE A VOIDED CHECK FOR VERIFICATION</u></p>	

TAX INFORMATION *required*	
If Corporation: _____ Tax ID (FEIN): <u>95-6000930</u>	If Sole Proprietor: _____ Tax ID (SSN): _____

Vehicle Identification Number (VIN) List Template (Required/ FleetTrac)

Please provide a list of all vehicles in Excel. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

¹ This form authorizes Multi Service Technology Solutions, Inc. operating as the GM Fleet Consolidated Billing Program Processing Center to deposit funds into and/or withdraw funds from the customer's bank account by means of Electronic Funds Transfer for payment of goods and services charged on the GM Fleet Consolidated Billing Program Account and processed by the GM Fleet Consolidated Billing Program Processing Center. This authorization is to remain in effect until the GM Fleet Consolidated Billing Program Processing Center is notified, in writing, of cancellation.

Credit Application for the GM Fleet Consolidated Billing Programs

GM Fleet Consolidated Billing Program Accountholder Agreement ("Agreement")

THIS GM FLEET CONSOLIDATED BILLING PROGRAM ACCOUNTHOLDER AGREEMENT (this "ACCOUNTHOLDER AGREEMENT") by and between you, or on behalf of the "applicant" set forth in the application (the "Accountholder"), and Multi Service Technology Solutions, Inc. ("MSTS"), a Florida corporation with reference to the following facts:

WHEREAS, Accountholder wishes to participate in a General Motors Company (General Motors Company or General Motors LLC, together with any of its subsidiaries or affiliates, collectively, "GM") purchase program with MSTS whereby MSTS will provide financing services to Accountholder pursuant to the terms hereof (the "Purchase Program");

WHEREAS, Accountholder requests MSTS to accept and onboard Accountholder by reviewing its application and, upon approval, assigning a Purchase Program account number and provide financing to participate in the Purchase Program.

NOW THEREFORE, in consideration of the mutual covenants provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound as follows:

1. Issuance of Credit

Upon review and approval by MSTS of your application, MSTS shall issue you with a Purchase Program account (the "Account") identified by an Account specific identification number, and extend such credit as is determined by MSTS in connection with such application.

2. Credit Evaluation/Security Deposit

Accountholder hereby authorizes MSTS and its employees, attorneys, agents, assigns, and successors to obtain from and share with GM in connection with the Purchase Program any information Accountholder submits to GM through any means, and investigate the credit history in connection with Accountholder's application, including, without limitation, through commercial reporting companies, direct inquiries to businesses where Accountholder has accounts, and review of personal credit histories (where appropriate) by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant's business and will not be used with respect to any decision to extend credit for personal, family, or household purposes. If MSTS determines that credit cannot be extended based on existing credit history or current credit events, then MSTS, in its discretion, may approve an Account creation by requiring a security deposit, guaranty, or other collateral in order to open or to continue the account. MSTS will utilize information provided by applicant in accordance with its Privacy Policy, which may be found on the MSTS website.

3. Program Usage

Participation in the Purchase Program by the Accountholder is subject to MSTS's approval of Accountholder's application and Accountholder's acceptance of all terms and conditions contained herein, or on the Program Website (as defined below), or as amended from time to time by MSTS in its sole discretion, and Accountholder's utilization of the credit line provided hereunder shall be considered acceptance for the purposes hereof. This Agreement and the terms and conditions contained herein may be amended, modified, or otherwise supplemented from time to time by MSTS upon prior written notice, and if no effective date of the revised terms is provided in such notice, then such revised terms are effective as of the date of such notice (for purposes hereof, email notification shall constitute written notice). After receipt of such notice, Accountholder's continued possession or use of its Account under the Purchase Program shall be deemed acceptance of such revised terms and conditions. If Accountholder does not accept the changes, then Accountholder may close its Account by notifying MSTS at the following telephone number or email address: 1-866-463-5338 or customersupport@gmfleetbilling.com, any time before the changes come into effect, provided that outstanding and pending amounts payable under the Account are paid in full. Usage of the Account by the Accountholder includes the retention or use of the Account by (i) the Accountholder or (ii) any person or entity under Accountholder's direction or control. As a condition of participating in the Purchase Program, Accountholder consents to receive information from MSTS electronically through the MSTS portal www.gmfleetconsolidatedbilling.com ("Program Website"), or any other method of communication as determined by MSTS. Accountholder should print or otherwise save copies of any Account history, statements, and related communications from MSTS for its own records.

4. Ownership of Accounts

- a. All accounts issued in connection with the Purchase Program are non-transferable. Accountholder will be responsible for all charges incurred through the use of the Account issued hereunder. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use. If an Account number is lost or stolen, it is the Accountholder's sole responsibility to deactivate the Account number by calling MSTS immediately at 1-866-463-5338 to prevent unauthorized usage and any unauthorized usage prior to such notification shall remain the Accountholder's responsibility. Accountholder must follow-up telephone notification with written notification sent directly to MSTS, at the notice address listed below via email at customersupport@gmfleetbilling.com, or through the Program Website. Upon receipt of such notice, MSTS will suspend and/or close the Account and will take commercially reasonable steps to prevent the usage of the Account Number. If the Account Number is honored prior to the receipt of such notice, Accountholder will be responsible for all charges incurred through the use of the Account.
- b. Accountholder shall be responsible for all unauthorized usage prior to notification in accordance with this Section 4 except for unauthorized usage related to Account numbers that have been compromised, stolen, or otherwise misappropriated due to gross negligence or willful misconduct on the part of MSTS.
- c. The Accountholder is responsible for protection of password(s) and access to the Program Website and agrees it is liable for any unauthorized uses of the Program Website and the Account as set forth in this Section.

Credit Application for the GM Fleet Consolidated Billing Programs

- d. Access to the Program Website must be restricted to officers or other authorized representative(s) of Accountholder. In the event a password is lost or compromised, or Accountholder believes there may have been any unauthorized access to its Account, it must immediately notify MSTs. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through the Program Website, or in a written notice, or in an email from an officer and/or another authorized representative of the Accountholder as set forth in Section 4(a), or as otherwise agreed to by MSTs.

5. Representations and Warranties

Accountholder represents and warrants the truth, completeness, and accuracy of the following in connection with this Agreement:

- a. The financial information and all other information provided to MSTs or GM as part of the Purchase Program;
- b. This Agreement is valid, binding, and enforceable;
- c. The execution of this Agreement and the performance of its obligations hereunder are within the Accountholder's (or its designee's) power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder with any other party;
- d. Accountholder has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Account;
- e. The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by Accountholder of any duty arising in law or equity;
- f. Accountholder possesses the financial capacity to perform all of its obligations hereunder; and
- g. The extension of credit by MSTs to Accountholder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family, or household use.

6. Limitations of Warranties

MSTs is not a seller of the merchandise or services obtained from GM or any GM dealer or affiliate under the Purchase Program. MSTs does not warrant or make any representations regarding any merchandise or services from any source obtained by Accountholder under the Purchase Program, nor does MSTs make any representations or warranties with respect to the E-commerce Site, the functionality or the security of the E-commerce Site, or in any other respect regarding the E-commerce Site. MSTs neither sells nor warrants in any respect any of the goods or services obtained from GM or any GM dealer or affiliate under the Purchase Program, or from GM and any affiliates of GM through whom Accountholder can use its Account to purchase goods in any other location from time to time. MSTs's sole function in connection with the Purchase Program is to furnish financial services and accommodations to the Accountholder. **MSTs HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES PURCHASED FROM GM, ANY OF ITS AFFILIATES, OR ANY DEALER OR OTHER THIRD PARTY, OR THROUGH THE E-COMMERCE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ACCOUNTHOLDER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST MSTs IN CONNECTION WITH ANY OF THE FOREGOING.**

7. Indemnification and Limitation of Liability

Accountholder shall indemnify and hold MSTs harmless against all losses, damages, costs, expenses (including attorneys' fees), and liability, including any third party claims, which may result from: (i) the proper performance of MSTs's obligations hereunder; (ii) any negligent, fraudulent, or wrongful act or omission of Accountholder, its directors, officers, agents, employees, and subcontractors; or (iii) any breach by Accountholder of the Agreement made hereunder. IN NO EVENT SHALL MSTs OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF ANY DATA BREACH, IP INFRINGEMENT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIP OR OTHER THIRD PARTY, IN CONNECTION WITH THE PURCHASE PROGRAM, OR FOR GM'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES', OR ANY DEALERSHIP'S OR OTHER THIRD PARTY'S, FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO MSTs FROM TIME TO TIME. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MSTs HAVE ANY LIABILITY TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES. OR BY ANY DEALERSHIP OR OTHER THIRD PARTY, OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER ELSEWHERE. ACCOUNTHOLDER ACKNOWLEDGES THAT EMAIL IS NOT A SECURE FORM OF TRANSMISSION AND THAT IT MAY POTENTIALLY BE INTERCEPTED OR OTHERWISE OBTAINED BY PERSONS OTHER THAN THE INTENDED RECIPIENT AND WAIVES ALL RIGHTS AND REMEDIES PERTAINING TO THE COMPROMISE OF ANY ELECTRONIC COMMUNICATION BETWEEN MSTs AND GM, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIPS OR OTHER THIRD PARTY'S, IN CONNECTION WITH THE PURCHASE PROGRAM. ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT MSTs' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PAST 12 MONTHS OR \$10,000.

8. Credit Limit/Credit Line

A credit line will be assigned to each Accountholder, subject to MSTs's determination of the creditworthiness of such Accountholder's application pursuant to [Section 1](#). The calculation of such credit line shall include the outstanding amounts of all purchases Accountholder has made under the Purchase Program, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, then Accountholder may notify MSTs by calling 1-866-463-5338, by email at customersupport@gmfleetbilling.com or through the Program Website and requesting a modification to its credit line. Accountholder may be required to provide additional evidence as may be necessary to support Accountholder's creditworthiness in MSTs' sole discretion. MSTs will review and

Credit Application for the GM Fleet Consolidated Billing Programs

modify credit limits in accordance with MSTs's credit line policies. MSTs reserves the right to lower, suspend or terminate the credit line assigned to an Accountholder at any time and for any reason in its sole discretion.

9. Payment/Late Fees

- a. Accountholder shall make payments to MSTs or MSTs's designee as frequently as may be necessary to keep the outstanding Account balance within the line of credit and in compliance with the payment terms set forth herein. If Accountholder or its bank for any reason should fail to timely pay any amount due MSTs, Accountholder understands and agrees that MSTs may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security pledged by Accountholder for the benefit of MSTs. If Accountholder's bank should fail to honor payment to MSTs or any outstanding amounts due in connection with Accountholder's Account becomes delinquent, then MSTs may require immediate and full payment of all outstanding amounts. In the event that a payment made to MSTs or MSTs's designee is returned by the Accountholder's bank, then MSTs reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of fifty dollars (\$50.00) per instance or the maximum amount permitted by law, if less. Accountholder may pay its billing statement by direct debit to its bank account via automated clearing house (ACH), or through Electronic Funds Transfer (EFT), or such other means as approved by MSTs from time to time (to the extent payment is made by check, Accountholder shall send the payment to the address on the billing statement). Accountholder shall notify MSTs of its election to pay any amounts due and payable hereunder through ACH, EFT or check via the Program Website or as otherwise instructed to MSTs.
- b. Account statements will be issued by MSTs daily, twice monthly or monthly (net 20 or net 30) depending on the Account's billing settings in the Program Website. Statements that have a remaining balance after the due date are considered delinquent. Delinquent accounts may be assessed late fees at a monthly rate of the lesser of one and a half percent (1.5%) of the transaction value per month on all outstanding transactions or the maximum percentage interest rate assessable pursuant to Applicable Law. Late fees are assessed on each subsequent statement in which such late fees have accrued. Such late fees are only assessed on outstanding amounts and are not based on the entire amount billed in a billing period. Late fees may be waived or modified by MSTs's in its sole discretion with written notice to the Accountholder. The Accountholder is liable for all late fees assessed to the Account and must pay the fees to maintain the Account below the credit limit and in good standing. MSTs applies payments first to any accrued interest and then to billing statements on a first-in, first out basis.
- c. MSTs may offset any amounts owed by MSTs to Accountholder against any claims MSTs has against the Accountholder. Accountholder is and shall be liable to MSTs for all costs and expenses incurred by MSTs in collection and enforcing its rights hereunder, including but not limited to, late fees, and reasonable attorneys' fees, if any, incurred by MSTs to collect all amounts due on Accountholder's Account.
- d. The payment terms stated in this Agreement, and/or any subsequent amendments, apply to all undisputed invoices and supersede the payment terms of any Purchase Order (P.O.), third party contract, or any other documentation the Accountholder may have signed.

10. Disputes

Accountholders have sixty (60) days from the original invoice date to dispute charges. If an Account transaction is not disputed within sixty (60) days from the original invoice date in accordance with the terms hereof, or such other time period as set forth herein, then the Accountholder is liable for all charges related to the transaction. Accountholder acknowledges and agrees that MSTs may rely solely on GM's determination with respect to any dispute, and such decision with respect to such dispute shall be final as between MSTs and Accountholder. **A CLAIM OF A DISPUTE, REGARDLESS OF HOW SUCH DISPUTE IS ULTIMATELY RESOLVED BY GM, SHALL UNDER NO CIRCUMSTANCES BE CONSIDERED A DEFENSE TO PAYMENT OF THE UNDERLYING OBLIGATION TO MSTs AND ALL OBLIGATIONS SHALL BE DUE BY THE INVOICE DUE DATE UNLESS OTHERWISE AGREED TO BY MSTs, AND ACCOUNTHOLDER HEREBY WAIVES ANY AND ALL SUCH DEFENSES TO PAYMENT THAT ARISE AS A RESULT OF A CLAIM OF BREACH OF A REPRESENTATION OR WARRANTY BY GM, MSTs, OR OTHERWISE THAT IT MAY BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT.**

11. Choice of Law; Jurisdiction; Venue/Waiver of Immunity/Trial by Jury

- a. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Kansas, without reference to conflicts of laws principles, and it is agreed that jurisdiction of any legal action connected with this Agreement, including, without limitation, the class action waiver provided in this section, shall be exclusively in the state or federal courts located in Johnson County in the State of Kansas. Notwithstanding the foregoing, MSTs may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper. **ALL ACTIONS, CLAIMS, DISPUTES AND PROCEEDINGS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND ACCOUNTHOLDER WILL NOT UNDER ANY CIRCUMSTANCES CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY MSTs.**
- b. Accountholder agrees that in the event of default, MSTs may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid, and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
- c. To the fullest extent permitted by applicable law, Accountholder expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by MSTs against Accountholder or Accountholder's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Accountholder to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Accountholder's revenues and/or assets (whether before or after judgement); and (e) execution or enforcement of any judgement to which Accountholder or Accountholder's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY**

Credit Application for the GM Fleet Consolidated Billing Programs

WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE TERMS AND CONDITIONS. No action shall be brought against MSTS by Accountholder arising out of any transactions charged to any Account in accordance with this Agreement more than one (1) year from the date therefrom or, if less, such period of time set forth by the laws of the State of Kansas.

12. Term and Termination

This Agreement will continue in effect until terminated by either party immediately upon written notice to the other at the mailing address or email address, in the case of MSTS, as set forth herein, or in the case of Accountholder, at the mailing address or email address set forth in the Accountholder application or maintained in the Program Website. This Agreement may be terminated by either party at any time by giving written notice to the other party; provided, however, that such termination shall not relieve Accountholder of any outstanding amounts owed to MSTS in connection with such Accountholder's Account. Upon termination, all Accounts shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Account identification numbers in the possession or under the control of the Accountholder. Accountholder shall have the responsibility to pay all amounts outstanding, which shall become immediately due and payable. All terms and provisions by their nature that should survive the termination of this Agreement shall so survive and continue in full force and effect after the termination or expiration of this Agreement, including, without limitation, Sections 6, 7, 10, 11, 12, and 15.

13. Assignment

MSTS may assign or otherwise transfer this Agreement and any and all rights and obligations hereunder without prior notice to Accountholder. Accountholder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of MSTS.

14. Waiver and Amendment

Failure by MSTS to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by MSTS. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Electronic Communication

This Agreement authorizes MSTS and GM to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication in the Accountholder application or maintained at the Program Website. Accountholder acknowledges that the email communication may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. In consideration of MSTS' and GM's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTS or GM responsible for any email communication intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTS and GM and their affiliates, and each of their agents, employees, and representatives, from any and all liabilities, claims, losses, damages, injuries, and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend, and hold harmless MSTS and GM and their affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries, or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder's obligations, as set forth in Section 15, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of MSTS, or its employees or agents, or GM or their employees, or agents.

16. Correspondence

All written correspondence, with the exception of payments, pertaining to Accountholder's Account shall be sent to the following address via certified or registered mail, overnight courier:

Multi Service Technology Solutions, Inc.
8650 College Boulevard
Overland Park, KS 66210
ATTN: GM Fleet Consolidated Billing Program
Email: customersupport@gmfleetbilling.com

17. Accountholder Data

Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTS and its agents and service providers may collect and use Accountholder's data and all data associated with its Account for purposes related to the Purchase Program and this Agreement subject to MSTS's privacy policies located on the MSTS website. In addition, Accountholder agrees that MSTS may transfer any and all Accountholder data and Account data in MSTS's possession to GM, as determined to be necessary by MSTS in its sole discretion, and GM will treat such information in accordance with their respective privacy policies.

18. Trademarks.

The GM marks are trademarks owned by General Motors LLC. The MSTS marks are trademarks owned by Multi Service Technology Solutions, Inc.

Credit Application for the GM Fleet Consolidated Billing Programs

19. Effective Date

This Agreement shall be effective on the date on which Accountholder executes this Agreement.

20. Third Party Beneficiary/ Agency

Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation to any third party, nor does this Agreement create any third-party beneficiary rights in the Accountholder with respect to any other agreement that may exist between MSTS and GM. Accountholder acknowledges and agrees that with respect to GM, MSTS is an independent contractor in the performance of all its Services under the terms of this Agreement, and nothing in this Agreement will be construed to create any relationship of employer and employee between MSTS or MSTS's directors, officers, employees, agents, and servants and Accountholder or GM. Nothing in this Agreement will be construed to create any joint venture, agency, or partnership relationship between MSTS and Accountholder or GM.

21. Future Reference

Please retain this Agreement for future reference.

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Accountholder Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

Date: _____

The County of Riverside, on behalf of its Sheriff's Dept.
Karen Spiegel
Chair, Board of Supervisors
01/12/2021

PLEASE FILL OUT FORM COMPLETELY, AND EMAIL TO plpapplications@multiservice.com TO START THE APPLICATION PROCESS.

FORM APPROVED COUNTY COUNSEL
BY Synthia M. Gunzel 1/12/2021
SYNTHIA M. GUNZEL DATE

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

SERVICE AGREEMENT

for

AUTOMOTIVE MAINTENANCE AND REPAIR SERVICES

between

COUNTY OF RIVERSIDE

SHERIFF

and

WARREN-ANDERSON FORD (DBA FRITTS FORD)



JUN 15 2021 3.31

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This Agreement is made and entered into this ____ day of _____, 2021, by and between WARREN-ANDERSON FORD, a California corporation doing business as Fritts Ford, (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 B, Fleets Vehicle Inspection Checklist and at the prices stated in Exhibit C, 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 to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that 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 C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2025, 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 multi-year 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 C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed one hundred and fifty thousand dollars (\$150,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff's Department
7195 Alessandro Blvd.
Riverside, CA 92506

- 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-92847-001-11/25); quantities; item descriptions, vehicle/unit assigned number, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY 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, and invoices shall be rendered monthly in arrears. 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 30 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, have no further force, and effect.

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

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of 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.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY 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 for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

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 further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR 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.

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 or other regulatory agencies at all times. 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 or products provided 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 or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 terminate this Agreement for default and charge to CONTRACTOR any 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 time, 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. 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 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 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 employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individual under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 20.3 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the 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. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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" includes but is not 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 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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 and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Warren-Anderson Ford (dba Fritts Ford)
8000 Auto Drive
Riverside, CA 92504

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

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.

21. Hold Harmless/Indemnification

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, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 coverage's 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. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. 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) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 COUNTY 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 COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 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.

23.6 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.

23.7 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

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

23.10 CONTRACTOR shall comply with all 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).

23.11 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 shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 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.

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: JUN 15 2021

WARREN-ANDERSON FORD, a California corporation dba Fritts Ford

By: Kyle Klein
Name: Kyle Klein
Title: Service Manager

Dated: May 24, 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Lisa Sanchez
Lisa Sanchez
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: Micella Raso
DEPUTY

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.

23.12 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.

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

By: _____
Karen Spiegel, Chair
Board of Supervisors

Dated: _____

WARREN-ANDERSON FORD, a California
corporation dba Fritts Ford

By:  _____
Name: Kyle Klein
Title: Service Manager

Dated: May 24, 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

QUALIFICATIONS

CONTRACTOR must maintain the following qualifications throughout the term of the agreement.

1. CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. CONTRACTOR who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the CONTRACTOR. The CONTRACTOR shall have record of performance and continue to have satisfactory performance within the term of the agreement.
2. Be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit. Out of State repair shops must supply proof of being a licensed repair shop within their state or with the State of California for work in that state.
3. Technicians servicing County Cars will be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent.
4. The County owns and maintains a vehicle fleet that includes various models of passenger cars and light trucks, as well as various medium to heavy duty vehicles and equipment. These vehicles include patrol cars, miscellaneous law enforcement vehicles, general purpose fleet cars, light trucks, and miscellaneous medium and heavy-duty vehicles at various locations throughout the County. The CONTRACTOR must be able to service the county vehicles as referenced above and in Exhibit D (Sheriff's Fleet - Make and Models).
5. South Coast Air Quality Management District (AQMD) Requirements (as applicable) – The CONTRACTOR is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.
6. Warranties (as applicable) – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have a warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

SERVICES

CONTRACTOR shall provide services in one or more of the following service categories listed below but not limited to:

- a) General Automotive Maintenance and Repairs
- b) Brakes, Chassis & Suspension including alignments, tire installation
- c) Transmission Service and Repairs (including replacement)
- d) Oil Changes
- e) Tire repair
- f) Paint and Body Repairs
- g) Car Washing Services
- h) Radiator Service/Repairs
- i) Smog Certifications
- j) Specialty repairs to recreational vehicles/command posts, buses, and all-terrain vehicles.

1. Inspection of Vehicles - Required services to be performed: CONTRACTOR shall evaluate the entire vehicle in accordance with industry/Original Equipment Manufacturer (OEM) standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.

2. CONTRACTOR shall complete repairs according to the following turnaround times:

- a) The County requires same day service for routine maintenance such as oil/filter changes, tires and brakes.
- b) CONTRACTOR shall give **priority service to Safety and Law Enforcement Department vehicles**. Priority service means 4 hour turn-around on all routine repairs including brakes, etc. and routine maintenance.
- c) Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

3. Written Estimates, diagnostic and labor Cost Pricing- Determine the method of diagnostic and labor cost pricing model. Also, indicate if you utilize an electronic automotive repair information system. CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty. If the CONTRACTOR repairs a vehicle that would have otherwise been covered under warranty, the CONTRACTOR will be responsible for reimbursement of any and all repair charges back to the County. When quoting parts, only pricing from the following will be accepted minus quoted discount in this agreement:

- I. Chilton Flat Rate Manual
- II. Motor Flat Rate Manual
- III. Glen Mitchell Basic Flat Rate Manual
- IV. National Auto Glass Calculator
- V. All Data

4. Service Process and Required Approvals – Vehicle service process shall include the following:

- a) Vehicle drop off by Sheriff's staff via appointment or without appointment.
- b) If more than one vehicle is dropped off and CONTRACTOR cannot meet the 4-hour service requirement, CONTRACTOR must notify the Department of the service timeline, but should continue to provide priority service to Safety and Law Enforcement Department vehicles.
- c) CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. CONTRACTOR shall note the name, department and title of the person who authorized the repair along with the date and time approval was obtained. Sheriff Fleet will not be responsible for any charges resulting from repairs made without proper approval.

5. Site of Work to be Performed –

- a) In most cases, CONTRACTOR shall furnish the facility and all necessary supervision, labor, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except car washing/detailing and repairs pre-authorized by the County.

- b) County reserves the right to a full and complete inspection of CONTRACTOR's facilities at any time within CONTRACTOR's normal work hours and with twenty-four (24) hour notification.

6. Security of Vehicles

- a) CONTRACTOR shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.
- b) CONTRACTOR shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. CONTRACTOR shall note all damage and missing equipment at the time of inspection and inform the County of such. CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.
- c) Incidents of theft or vandalism to County vehicles in the CONTRACTOR's care must be reported to the County immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.
- d) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

7. Subcontracting of Repairs - The CONTRACTOR is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall ensure that all subcontractors comply with County insurance requirements and have copies available to the County upon request.

8. Inspection of Work - The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the CONTRACTOR. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the County.

9. Monitoring/Auditing of Automotive Repairs - CONTRACTOR are advised that the County may, at its discretion, randomly audit and/or monitor repairs done to County vehicles. All maintenance and repairs will be subject to random monitoring within 30 days of completion of work.

10. Parts - All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. The county reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. No used parts will be installed, except that used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use before being purchased/installed by the CONTRACTOR. County reserves the option of providing to the CONTRACTOR any parts required to effect maintenance and/or repairs to County vehicles.

11. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that CONTRACTOR shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide CONTRACTOR with proof of installation upon such warranty claims.

12. CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair (in addition to the General CONTRACTOR Requirements unless otherwise listed in payment provisions Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles (or 1,000 hours for heavy equipment) for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.
- b) Road Test Vehicles – All vehicles that have been in the CONTRACTOR's shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

13. Warranty Requirements (in addition to the General CONTRACTOR Requirements unless otherwise listed in the payment provisions in Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

14. Requirements for Smog Certification (in addition to the General CONTRACTOR Requirements):

- a) Report of Testing – All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

15. Requirements for all Preventative Maintenance (PM) services including Oil and Filter Changes:

- a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.
- b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). CONTRACTOR shall advise County if any lamps need replacement and proceed as directed by County staff.
- c) CONTRACTOR providing PM services will be responsible for ensuring that all PM invoices are accompanied by Sheriff Fleet Vehicle Inspection Checklist, Exhibit B, made part of this Agreement.

16. Mobile On-site Car Washing (optional) - CONTRACTOR will perform vehicle-washing services and meet all Federal and California EPA requirements at a County location. Washing services shall include vacuuming the interior, cleaning the dashboard and console, washing and drying the exterior, cleaning the tires/wheels and cleaning the windows.

- a) Invoices shall accompany a log of each vehicle receiving such services showing each vehicle license Unit Number, date/time, and authorized employee's County Identification badge number and signature, all itemized costs including, parts, labor and tax fees.

17. Requirements for Tire Repair (in addition to the General CONTRACTOR Requirements):
- a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.
 - b) Goodyear, Dunlop or Kelly-Springfield manufactured speed rated tires must follow PSB#2003-06 Goodyear Service Bulletin guidelines for all Safety and Law enforcement Vehicles.

REPORTING REQUIREMENTS

1. Monthly Summary Report - Upon request, the Contractor shall provide a Monthly Summary Report to the County following the previous month in which services were provided. The report shall include, but is not limited to:

- a) Vehicle information
- b) Service and/or Parts Provided
- c) Length of Repair time
- d) Cost of Repairs

At the request of the County, additional report may be requested from the Service Provider.

RECORDING KEEPING RESPONSIBILITIES

1. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

2. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

3. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding payments for billings submitted and for termination of the Agreement.

4. CONTRACTOR shall notify designated County staff, via fax or e-mail, fifteen calendar days preceding any change of address. The CONTRACTOR is responsible to update all address and employee changes in the County's e-Pro electronic procurement system.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to the County. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager or telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Agreement on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

SERVICE AREAS

There are five Supervisorial Districts within the County of Riverside. CONTRACTOR shall cover the district as listed below, this may include one or more cities listed in a district.

1. District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

2. District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

3. District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

4. District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

5. District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**EXHIBIT B
FLEETS VEHICLE INSPECTION CHECKLIST**

**Riverside County Sheriff Fleet Division
Vehicle Inspection Checklist
(Indicate Corrective Action if taken/needed)**

Vehicle # _____

Work Order or Invoice # _____

Inspection Items	Passed	Failed	Corrected
Check windshield for cracks, chips and pitting			
Inspect windshield washer spray, wiper operation and blades (replace as required)			
Inspect all mirrors (inside and outside)			
Inspect restraint systems (seat belts, airbags, etc.)			
Inspect HVAC systems (operation and temperatures)			
Check operation of horn, exterior lamps, turn signals and hazard warning lights			
Inspect engine air cleaner and cabin filters (replace as needed), if applicable			
Check battery performance (load test if low performance is suspected) and cables			
Check radiator, coolers, heater and air condition hoses			
Inspect and adjust accessory drive belt(s), if applicable			
Inspect/record brake wear with all wheels removed (rotate tires) Front/R ___ % Front/L ___ % Rear/R ___ % Rear/L ___ % Spare ___ %			
Inspect and lubricate door hinges			
Inspect tires for wear, check and record air pressure Front/R ___ psi Front/L ___ psi Rear/R ___ psi Rear/L ___ psi Spare ___ psi			
Change engine oil and filter (if > 6k miles since last change), inspect for oil/fluid leaks			
Affix "next lube due sticker" in 6 months or 6,000 miles to upper left windshield			
Inspect and lubricate steering linkage, if applicable			
Check shocks/struts and other suspension components for leaks and damage			
Inspect/service drive shaft, if applicable			
Inspect half shaft dust boots and/or front hubs (4x4), if applicable			
Check and top-off all fluids			
Reset maintenance light, if applicable			
Engine running and/or road test - check items listed below			
- Inspect coolant recovery reservoir (level and/or leaks)			
- Manual or automatic transmission (operation and/or leaks)			
- Power steering pump, hoses, etc. (operation and/or leaks)			
- Exhaust system (leaks, damage, loose parts and/or trapped foreign material)			
Wash and vacuum vehicle (after the road test)			

SIGNATURE REQUIRED AFTER ALL ITEMS ARE CHECKED/CORRECTED (THEN, SCAN TO VEHICLE FILE)

Once complete, please provide a copy of this inspection along with the invoice to Riverside County Sheriff Fleet Division.
Via Email at RSOFleet@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

RFQ#PUARC-1675

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Form #116-310 - Dated: 3/21/2019

**EXHIBIT C
FORD FLEET CARE
PAYMENT PROVISIONS**

A. SERVICE	LABOR	PARTS	TOTAL*
1. Air Conditioning Service			
AC Performance Test	\$49.95	n/a	\$49.95
Evacuate and Recharge	\$90.00	n/a	\$90.00
2. Air Filter Replacement			
Gas Engine	\$9.50	\$18.00	\$27.50
3. Alignment			
Vehicle Alignment Check Only	\$39.95	n/a	\$39.95
Computerized Alignment – Reference Thrust Angle, no Rear Wheel Adjustment	\$79.95	n/a	\$79.95
Computerized Alignment – 4 Wheel Alignment includes Mechanical Rear Adjustments	\$85.95	n/a	\$85.95
4. Automatic Transmission			
Install New Filter, New Pan Gasket and Fluid Change up to 13 qts.	\$68.00	\$143.00	\$211.00
<i>Trans Fluid additional per quart</i>	n/a	\$6.00	\$6.00
5. Battery and Electrical System			
System Check with Volt/Amp Testing Battery	\$31.95	n/a	\$31.95
Recharge Battery	\$20.95	n/a	\$20.95
Replacement (Tested Tough PLUS)	\$16.00	\$99.95	\$115.95
Replacement (Tested Tough MAX)	\$16.00	\$129.95	\$145.95
6. Brake Service			
Car/Lt Truck Front Disc Brakes	\$93.00	\$79.95	\$172.95
Car/Lt Truck Rear Disc Brakes	\$103.00	\$79.95	\$182.95
Car/Lt Truck Replace Front or Rear Disc Brake Pads Only	\$75.00	\$79.95	\$154.95
Super Duty® (F-250–F-350) Front Disc Brakes	\$150.00	\$89.95	\$239.95
Super Duty® (F-250–F-350) Rear Disc Brakes	\$150.00	\$89.95	\$239.95
Super Duty® (F-250–F-350) Replace Front or Rear Disc Pads Only	\$46.00	\$89.95	\$135.95
7. Cooling System			
Cooling System Pressure Test, Replace Antifreeze/Coolant up to 2.5 gallons	\$64.00	\$32.95	\$96.95
<i>Antifreeze/Coolant additional per gallon</i>	n/a	\$13.95	\$13.95
8. Lube, Oil, Filter			
Gas Engine Conventional Oil up to 6 qts.	\$13.00	\$27.95	\$40.95
<i>Gas Engine, Conventional Oil additional per quart</i>	n/a	\$3.85	\$3.85
Gas Engine Full Synthetic Oil up to 6 qts.	\$13.00	\$42.95	\$55.95
<i>Gas Engine, Full Synthetic additional per quart</i>	n/a	\$6.75	\$6.75
Gas Engine Synthetic Blend up to 6 qts.	\$13.00	\$32.95	\$45.95
<i>Gas Engine, Synthetic Blend additional per quart</i>	n/a	\$4.25	\$4.25

Diesel Truck Engine Oil up to 13 qts.	\$29.95	\$85.95	\$115.90
<i>Diesel Truck Engine, Oil additional per quart</i>	n/a	\$4.00	\$4.00
Diesel Truck Engine Full Synthetic Oil up to 13 qts.	\$29.95	\$141.95	\$171.90
<i>Diesel Truck Engine, Full Synthetic additional per quart</i>	n/a	\$9.00	\$9.00
9. Tire Services (Per Tire)			
Mount and Balance New Tire	\$14.00	\$3.95	\$17.95
Flat Repair-Remove, Repair, Mount	\$13.00	\$3.00	\$16.00
Rotate Mounted Tires	\$10.00	n/a	\$10.00
Wheel Balance	\$11.00	\$3.95	\$14.95
10. Wheel Bearing Repack (Per Axle)			
E-Series/Super Duty® Only-Grease and Seal Only	\$85.00	\$39.95	\$124.95
11. Windshield Wipers			
Replace Wiper Blades	\$5.00	\$19.95	\$24.95
Install Snow Blades	\$5.00	\$24.95	\$29.95
Windshield Washer Fluid (fill reservoir)	n/a	\$3.00	\$3.00

1. Available for Ford, Lincoln and Mercury vehicles & all services performed to factory specifications.
2. Tire, Filter, Fluid Disposal Fees are additional.
3. All parts prices assumed at OE level of Ford, Motorcraft® or Omnicraft™ parts line.
4. Maintenance and Repair Services not listed above are to be performed at an Hourly Labor Rate of \$85.00.
5. Ford Fleet Pricing Program (Price for Parts will be at Cost plus 10% or less)
5. Front or Rear Disc Brake Service includes pad replacement and resurfacing rotors (except Transit).
6. Brake Service Excludes F-450/F-550 & Med Duty F-650/F-750, DRW Super Duty, Transit Van (Rear Brakes which require axle removal).
7. Mobile Service same parts and labor pricing. (Plus \$35.00 Trip Charge)

EXHIBIT D
SHERIFF'S FLEET- MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe 2WD
Chevrolet	Tahoe 4WD
Chevrolet	Traverse
Chevrolet	Traverse AWD
Dodge	Charger
Ford	Crown Victoria
Ford	E-350
Ford	Expedition
Ford	Explorer
Ford	Explorer 4x4
Ford	F-150
Ford	F-250
Ford	F-350
Ford	Fusion
Ford	Fusion/Hybrid
Ford	PIU
Ford	PIU/Hybrid
Ford	Transit
Nissan	Ultima
Toyota	Camry
Toyota	Camry/Hybrid

Riverside County Sheriff Fleet has approximately 1800 vehicles including but not limited to the above makes and models. Quantity, make, and model of the any vehicle on the list above will fluctuate over time.

SERVICE AGREEMENT

for

AUTOMOTIVE MAINTENANCE AND REPAIR SERVICES

between

COUNTY OF RIVERSIDE

SHERIFF

and

GOSCH FORD HEMET, INC. (DBA JACK GOSCH FORD)



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This Agreement is made and entered into this ____ day of _____, 2021, by and between **GOSCH FORD HEMET, a California corporation doing business as Jack Gosch Ford**, (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 B, Fleets Vehicle Inspection Checklist and at the prices stated in Exhibit C, 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 to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that 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 C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2025, 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 multi-year 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 C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred and fifty thousand dollars (\$150,000) annually** including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff's Department
7195 Alessandro Blvd.
Riverside, CA 92506

- 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-92847-002-11/25); quantities; item descriptions, vehicle/unit assigned number, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY 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, and invoices shall be rendered monthly in arrears. 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 30 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, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of 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.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY 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 for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

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 further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR 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.

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 or other regulatory agencies at all times. 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 or products provided 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 or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 terminate this Agreement for default and charge to CONTRACTOR any 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 time, 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. 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 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 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 employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individual under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 20.3 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the 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. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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” includes but is not 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 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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 and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff’s Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Gosch Ford Hemet (dba Jack Gosch Ford)
150 Carriage Circle
Hemet, CA 92545

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

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.

21. Hold Harmless/Indemnification

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, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 coverage's 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. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. 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) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 COUNTY 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 COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 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.

23.6 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.

23.7 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

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

23.10 CONTRACTOR shall comply with all 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).

23.11 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 shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 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.

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: JUN 15 2021

JACK GOSCH FORD, INC a California
corporation dba Gosch Ford

By: [Signature]
Name: Tim Moran
Title: C.O.O

Dated: 5.24.21

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

**EXHIBIT A
SCOPE OF SERVICES**

QUALIFICATIONS

CONTRACTOR must maintain the following qualifications throughout the term of the agreement.

1. CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. CONTRACTOR who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the CONTRACTOR. The CONTRACTOR shall have record of performance and continue to have satisfactory performance within the term of the agreement.
2. Be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit. Out of State repair shops must supply proof of being a licensed repair shop within their state or with the State of California for work in that state.
3. Technicians servicing County Cars will be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent.
4. The County owns and maintains a vehicle fleet that includes various models of passenger cars and light trucks, as well as various medium to heavy duty vehicles and equipment. These vehicles include patrol cars, miscellaneous law enforcement vehicles, general purpose fleet cars, light trucks, and miscellaneous medium and heavy-duty vehicles at various locations throughout the County. The CONTRACTOR must be able to service the county vehicles as referenced above and in Exhibit D (Sheriff's Fleet - Make and Models).
5. South Coast Air Quality Management District (AQMD) Requirements (as applicable) – The CONTRACTOR is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.
6. Warranties (as applicable) – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have a warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

SERVICES

CONTRACTOR shall provide services in one or more of the following service categories listed below but not limited to:

- a) General Automotive Maintenance and Repairs
- b) Brakes, Chassis & Suspension including alignments, tire installation
- c) Transmission Service and Repairs (including replacement)
- d) Oil Changes
- e) Tire repair
- f) Paint and Body Repairs
- g) Car Washing Services
- h) Radiator Service/Repairs
- i) Smog Certifications
- j) Specialty repairs to recreational vehicles/command posts, buses, and all-terrain vehicles.

1. Inspection of Vehicles - Required services to be performed: CONTRACTOR shall evaluate the entire vehicle in accordance with industry/Original Equipment Manufacturer (OEM) standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.
2. CONTRACTOR shall complete repairs according to the following turnaround times:
 - a) The County requires same day service for routine maintenance such as oil/filter changes, tires and brakes.
 - b) CONTRACTOR shall give **priority service to Safety and Law Enforcement Department vehicles**. Priority service means 4 hour turn-around on all routine repairs including brakes, etc. and routine maintenance.
 - c) Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.
3. Written Estimates, diagnostic and labor Cost Pricing- Determine the method of diagnostic and labor cost pricing model. Also, indicate if you utilize an electronic automotive repair information system. CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty. If the CONTRACTOR repairs a vehicle that would have otherwise been covered under warranty, the CONTRACTOR will be responsible for reimbursement of any and all repair charges back to the County. When quoting parts, only pricing from the following will be accepted minus quoted discount in this agreement:
 - I. Chilton Flat Rate Manual
 - II. Motor Flat Rate Manual
 - III. Glen Mitchell Basic Flat Rate Manual
 - IV. National Auto Glass Calculator
 - V. All Data
4. Service Process and Required Approvals – Vehicle service process shall include the following:
 - a) Vehicle drop off by Sheriff's staff via appointment or without appointment.
 - b) If more than one vehicle is dropped off and CONTRACTOR cannot meet the 4-hour service requirement, CONTRACTOR must notify the Department of the service timeline, but should continue to provide priority service to Safety and Law Enforcement Department vehicles.
 - c) CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. CONTRACTOR shall note the name, department and title of the person who authorized the repair along with the date and time approval was obtained. Sheriff Fleet will not be responsible for any charges resulting from repairs made without proper approval.
5. Site of Work to be Performed –
 - a) In most cases, CONTRACTOR shall furnish the facility and all necessary supervision, labor, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except car washing/detailing and repairs pre-authorized by the County.

- b) County reserves the right to a full and complete inspection of CONTRACTOR's facilities at any time within CONTRACTOR's normal work hours and with twenty-four (24) hour notification.

6. Security of Vehicles

- a) CONTRACTOR shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.
- b) CONTRACTOR shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. CONTRACTOR shall note all damage and missing equipment at the time of inspection and inform the County of such. CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.
- c) Incidents of theft or vandalism to County vehicles in the CONTRACTOR's care must be reported to the County immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.
- d) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

7. Subcontracting of Repairs - The CONTRACTOR is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall ensure that all subcontractors comply with County insurance requirements and have copies available to the County upon request.

8. Inspection of Work - The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the CONTRACTOR. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the County.

9. Monitoring/Auditing of Automotive Repairs - CONTRACTOR are advised that the County may, at its discretion, randomly audit and/or monitor repairs done to County vehicles. All maintenance and repairs will be subject to random monitoring within 30 days of completion of work.

10. Parts - All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. The county reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. No used parts will be installed, except that used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use before being purchased/installed by the CONTRACTOR. County reserves the option of providing to the CONTRACTOR any parts required to effect maintenance and/or repairs to County vehicles.

11. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that CONTRACTOR shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide CONTRACTOR with proof of installation upon such warranty claims.

12. CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair (in addition to the General CONTRACTOR Requirements unless otherwise listed in payment provisions Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles (or 1,000 hours for heavy equipment) for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.
- b) Road Test Vehicles – All vehicles that have been in the CONTRACTOR’s shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

13. Warranty Requirements (in addition to the General CONTRACTOR Requirements unless otherwise listed in the payment provisions in Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

14. Requirements for Smog Certification (in addition to the General CONTRACTOR Requirements):

- a) Report of Testing – All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

15. Requirements for all Preventative Maintenance (PM) services including Oil and Filter Changes:

- a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.
- b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). CONTRACTOR shall advise County if any lamps need replacement and proceed as directed by County staff.
- c) CONTRACTOR providing PM services will be responsible for ensuring that all PM invoices are accompanied by Sheriff Fleet Vehicle Inspection Checklist, Exhibit B, made part of this Agreement.

16. Mobile On-site Car Washing (optional) - CONTRACTOR will perform vehicle-washing services and meet all Federal and California EPA requirements at a County location. Washing services shall include vacuuming the interior, cleaning the dashboard and console, washing and drying the exterior, cleaning the tires/wheels and cleaning the windows.

- a) Invoices shall accompany a log of each vehicle receiving such services showing each vehicle license Unit Number, date/time, and authorized employee’s County Identification badge number and signature, all itemized costs including, parts, labor and tax fees.

17. Requirements for Tire Repair (in addition to the General CONTRACTOR Requirements):

- a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.
- b) Goodyear, Dunlop or Kelly-Springfield manufactured speed rated tires must follow PSB#2003-06 Goodyear Service Bulletin guidelines for all Safety and Law enforcement Vehicles.

REPORTING REQUIREMENTS

1. Monthly Summary Report - Upon request, the Contractor shall provide a Monthly Summary Report to the County following the previous month in which services were provided. The report shall include, but is not limited to:

- a) Vehicle information
- b) Service and/or Parts Provided
- c) Length of Repair time
- d) Cost of Repairs

At the request of the County, additional report may be requested from the Service Provider.

RECORDING KEEPING RESPONSIBILITIES

1. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

2. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

3. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding payments for billings submitted and for termination of the Agreement.

4. CONTRACTOR shall notify designated County staff, via fax or e-mail, fifteen calendar days preceding any change of address. The CONTRACTOR is responsible to update all address and employee changes in the County's e-Pro electronic procurement system.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to the County. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager or telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Agreement on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

SERVICE AREAS

There are five Supervisorial Districts within the County of Riverside. CONTRACTOR shall cover the district as listed below, this may include one or more cities listed in a district.

1. District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

2. District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

3. District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

4. District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

5. District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**EXHIBIT B
FLEETS VEHICLE INSPECTION CHECKLIST**

**Riverside County Sheriff Fleet Division
Vehicle Inspection Checklist
(Indicate Corrective Action if taken/needed)**

Vehicle # _____

Work Order or Invoice # _____

Inspection Items	Passed	Failed	Corrected
Check windshield for cracks, chips and pitting			
Inspect windshield washer spray, wiper operation and blades (replace as required)			
Inspect all mirrors (inside and outside)			
Inspect restraint systems (seat belts, airbags, etc.)			
Inspect HVAC systems (operation and temperatures)			
Check operation of horn, exterior lamps, turn signals and hazard warning lights			
Inspect engine air cleaner and cabin filters (replace as needed), if applicable			
Check battery performance (load test if low performance is suspected) and cables			
Check radiator, coolers, heater and air condition hoses			
Inspect and adjust accessory drive belt(s), if applicable			
Inspect/record brake wear with all wheels removed (rotate tires) Front/R ___ % Front/L ___ % Rear/R ___ % Rear/L ___ % Spare ___ %			
Inspect and lubricate door hinges			
Inspect tires for wear, check and record air pressure Front/R ___ psi Front/L ___ psi Rear/R ___ psi Rear/L ___ psi Spare ___ psi			
Change engine oil and filter (if > 6k miles since last change), inspect for oil/fluid leaks			
Affix "next lube due sticker" in 6 months or 6,000 miles to upper left windshield			
Inspect and lubricate steering linkage, if applicable			
Check shocks/struts and other suspension components for leaks and damage			
Inspect/service drive shaft, if applicable			
Inspect half shaft dust boots and/or front hubs (4x4), if applicable			
Check and top-off all fluids			
Reset maintenance light, if applicable			
Engine running and/or road test - check items listed below			
- Inspect coolant recovery reservoir (level and/or leaks)			
- Manual or automatic transmission (operation and/or leaks)			
- Power steering pump, hoses, etc. (operation and/or leaks)			
- Exhaust system (leaks, damage, loose parts and/or trapped foreign material)			
Wash and vacuum vehicle (after the road test)			

SIGNATURE REQUIRED AFTER ALL ITEMS ARE CHECKED/CORRECTED (THEN, SCAN TO VEHICLE FILE)

Once complete, please provide a copy of this inspection along with the invoice to Riverside County Sheriff Fleet Division.

Via Email at RSOfleet@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

**EXHIBIT C
FORD FLEET CARE
PAYMENT PROVISIONS**

A. SERVICE	LABOR	PARTS	TOTAL*
1. Air Conditioning Service			
AC Performance Test	\$49.95	n/a	\$49.95
Evacuate and Recharge	\$90.00	n/a	\$90.00
2. Air Filter Replacement			
Gas Engine	\$9.50	\$18.00	\$27.50
3. Alignment			
Vehicle Alignment Check Only	\$39.95	n/a	\$39.95
Computerized Alignment – Reference Thrust Angle, no Rear Wheel Adjustment	\$79.95	n/a	\$79.95
Computerized Alignment – 4 Wheel Alignment includes Mechanical Rear Adjustments	\$85.95	n/a	\$85.95
4. Automatic Transmission			
Install New Filter, New Pan Gasket and Fluid Change up to 13 qts.	\$68.00	\$143.00	\$211.00
<i>Trans Fluid additional per quart</i>	n/a	\$6.00	\$6.00
5. Battery and Electrical System			
System Check with Volt/Amp Testing Battery	\$31.95	n/a	\$31.95
Recharge Battery	\$20.95	n/a	\$20.95
Replacement (Tested Tough PLUS)	\$16.00	\$99.95	\$115.95
Replacement (Tested Tough MAX)	\$16.00	\$129.95	\$145.95
6. Brake Service			
Car/Lt Truck Front Disc Brakes	\$160.00	\$79.95	\$239.95
Car/Lt Truck Rear Disc Brakes	\$160.00	\$79.95	\$239.95
Car/Lt Truck Replace Front or Rear Disc Brake Pads Only	\$85.00	\$79.95	\$164.95
Super Duty® (F-250–F-350) Front Disc Brakes	\$190.00	\$89.95	\$279.95
Super Duty® (F-250–F-350) Rear Disc Brakes	\$190.00	\$89.95	\$279.95
Super Duty® (F-250–F-350) Replace Front or Rear Disc Pads Only	\$115.00	\$89.95	\$204.95
7. Cooling System			
Cooling System Pressure Test, Replace Antifreeze/Coolant up to 2.5 gallons	\$64.00	\$32.95	\$96.95
<i>Antifreeze/Coolant additional per gallon</i>	n/a	\$13.95	\$13.95
8. Lube, Oil, Filter			
Gas Engine Conventional Oil up to 6 qts.	\$13.00	\$27.95	\$40.95
<i>Gas Engine, Conventional Oil additional per quart</i>	n/a	\$3.85	\$3.85
Gas Engine Full Synthetic Oil up to 6 qts.	\$13.00	\$42.95	\$55.95
<i>Gas Engine, Full Synthetic additional per quart</i>	n/a	\$6.75	\$6.75
Gas Engine Synthetic Blend up to 6 qts.	\$13.00	\$32.95	\$45.95
<i>Gas Engine, Synthetic Blend additional per quart</i>	n/a	\$4.25	\$4.25

Diesel Truck Engine Oil up to 13 qts.	\$29.95	\$85.95	\$115.90
<i>Diesel Truck Engine, Oil additional per quart</i>	n/a	\$4.00	\$4.00
Diesel Truck Engine Full Synthetic Oil up to 13 qts.	\$29.95	\$141.95	\$171.90
<i>Diesel Truck Engine, Full Synthetic additional per quart</i>	n/a	\$9.00	\$9.00
9. Tire Services (Per Tire)			
Mount and Balance New Tire	\$14.00	\$3.95	\$17.95
Flat Repair-Remove, Repair, Mount	\$13.00	\$3.00	\$16.00
Rotate Mounted Tires	\$10.00	n/a	\$10.00
Wheel Balance	\$11.00	\$3.95	\$14.95
10. Wheel Bearing Repack (Per Axle)			
E-Series/Super Duty® Only-Grease and Seal Only	\$42.00	\$39.95	\$81.95
11. Windshield Wipers			
Replace Wiper Blades	\$5.00	\$19.95	\$24.95
Install Snow Blades	\$5.00	\$24.95	\$29.95
Windshield Washer Fluid (fill reservoir)	n/a	\$3.00	\$3.00

1. Maintenance and Repair Services not listed above are to be performed at an Hourly Labor Rate of \$125.00.
2. Ford Fleet Pricing Program (Price for Parts will be at Cost plus 15% or less)
3. Front or Rear Disc Brake Service includes pad replacement and resurfacing rotors (except Transit).
4. All parts prices assumed at OE level of Ford, Motorcraft® or Omnicraft™ parts line.
5. Tire, Filter, Fluid Disposal Fees are additional.
6. Brake Service Excludes F-450/F-550 & Med Duty F-650/F-750, DRW Super Duty, Transit Van (Rear Brakes which require axle removal).
7. All other Ford Fleet Care Maintenance pricing is acceptable.

EXHIBIT D
SHERIFF'S FLEET- MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe 2WD
Chevrolet	Tahoe 4WD
Chevrolet	Traverse
Chevrolet	Traverse AWD
Dodge	Charger
Ford	Crown Victoria
Ford	E-350
Ford	Expedition
Ford	Explorer
Ford	Explorer 4x4
Ford	F-150
Ford	F-250
Ford	F-350
Ford	Fusion
Ford	Fusion/Hybrid
Ford	PIU
Ford	PIU/Hybrid
Ford	Transit
Nissan	Ultima
Toyota	Camry
Toyota	Camry/Hybrid

Riverside County Sheriff Fleet has approximately 1800 vehicles including but not limited to the above makes and models. Quantity, make, and model of the any vehicle on the list above will fluctuate over time.

SERVICE AGREEMENT
for
AUTOMOTIVE MAINTENANCE AND REPAIR SERVICES

between

COUNTY OF RIVERSIDE

SHERIFF

and

RANCHO FORD, INC. (DBA GOSCH FORD TEMECULA)



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This Agreement is made and entered into this ____ day of _____, 2021, by and between **RANCHO FORD, INC., a California corporation doing business as Gosch Ford Temecula**, (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 B, Fleets Vehicle Inspection Checklist and at the prices stated in Exhibit C, 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 to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that 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 C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2025, 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 multi-year 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 C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred and fifty thousand dollars (\$150,000) annually** including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff's Department
7195 Alessandro Blvd.
Riverside, CA 92506

- 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-92847-003-11/25); quantities; item descriptions, vehicle/unit assigned number, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY 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, and invoices shall be rendered monthly in arrears. 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 30 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, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of 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.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY 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 for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

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 further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR 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.

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 or other regulatory agencies at all times. 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 or products provided 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 or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 terminate this Agreement for default and charge to CONTRACTOR any 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 time, 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. 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 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 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 employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individual under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 20.3 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the 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. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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” includes but is not 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 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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 and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff’s Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Rancho Ford, Inc. (dba Gosch Ford Temecula)
26895 Ynez Road
Temecula, CA 92591

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

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.

21. Hold Harmless/Indemnification

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, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 coverage's 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. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. 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) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 COUNTY 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 COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 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.

23.6 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.

23.7 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

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

23.10 CONTRACTOR shall comply with all 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).

23.11 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 shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 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.

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

RANCHO FORD, INC. a
California Corporation dba Gosch Ford
Temecula

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

By: [Signature]
Name: Tim Moran
Title: C.O.

Dated: JUN 15 2021

Dated: 6.7.21

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

**EXHIBIT A
SCOPE OF SERVICES**

QUALIFICATIONS

CONTRACTOR must maintain the following qualifications throughout the term of the agreement.

1. CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. CONTRACTOR who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the CONTRACTOR. The CONTRACTOR shall have record of performance and continue to have satisfactory performance within the term of the agreement.
2. Be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit. Out of State repair shops must supply proof of being a licensed repair shop within their state or with the State of California for work in that state.
3. Technicians servicing County Cars will be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent.
4. The County owns and maintains a vehicle fleet that includes various models of passenger cars and light trucks, as well as various medium to heavy duty vehicles and equipment. These vehicles include patrol cars, miscellaneous law enforcement vehicles, general purpose fleet cars, light trucks, and miscellaneous medium and heavy-duty vehicles at various locations throughout the County. The CONTRACTOR must be able to service the county vehicles as referenced above and in Exhibit D (Sheriff's Fleet - Make and Models).
5. South Coast Air Quality Management District (AQMD) Requirements (as applicable) – The CONTRACTOR is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.
6. Warranties (as applicable) – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have a warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

SERVICES

CONTRACTOR shall provide services in one or more of the following service categories listed below but not limited to:

- a) General Automotive Maintenance and Repairs
- b) Brakes, Chassis & Suspension including alignments, tire installation
- c) Transmission Service and Repairs (including replacement)
- d) Oil Changes
- e) Tire repair
- f) Paint and Body Repairs
- g) Car Washing Services
- h) Radiator Service/Repairs
- i) Smog Certifications
- j) Specialty repairs to recreational vehicles/command posts, buses, and all-terrain vehicles.

1. Inspection of Vehicles - Required services to be performed: CONTRACTOR shall evaluate the entire vehicle in accordance with industry/Original Equipment Manufacturer (OEM) standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.
2. CONTRACTOR shall complete repairs according to the following turnaround times:
 - a) The County requires same day service for routine maintenance such as oil/filter changes, tires and brakes.
 - b) CONTRACTOR shall give **priority service to Safety and Law Enforcement Department vehicles**. Priority service means 4 hour turn-around on all routine repairs including brakes, etc. and routine maintenance.
 - c) Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.
3. Written Estimates, diagnostic and labor Cost Pricing- Determine the method of diagnostic and labor cost pricing model. Also, indicate if you utilize an electronic automotive repair information system. CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty. If the CONTRACTOR repairs a vehicle that would have otherwise been covered under warranty, the CONTRACTOR will be responsible for reimbursement of any and all repair charges back to the County. When quoting parts, only pricing from the following will be accepted minus quoted discount in this agreement:
 - I. Chilton Flat Rate Manual
 - II. Motor Flat Rate Manual
 - III. Glen Mitchell Basic Flat Rate Manual
 - IV. National Auto Glass Calculator
 - V. All Data
4. Service Process and Required Approvals – Vehicle service process shall include the following:
 - a) Vehicle drop off by Sheriff's staff via appointment or without appointment.
 - b) If more than one vehicle is dropped off and CONTRACTOR cannot meet the 4-hour service requirement, CONTRACTOR must notify the Department of the service timeline, but should continue to provide priority service to Safety and Law Enforcement Department vehicles.
 - c) CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. CONTRACTOR shall note the name, department and title of the person who authorized the repair along with the date and time approval was obtained. Sheriff Fleet will not be responsible for any charges resulting from repairs made without proper approval.
5. Site of Work to be Performed –
 - a) In most cases, CONTRACTOR shall furnish the facility and all necessary supervision, labor, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except car washing/detailing and repairs pre-authorized by the County.

- b) County reserves the right to a full and complete inspection of CONTRACTOR's facilities at any time within CONTRACTOR's normal work hours and with twenty-four (24) hour notification.

6. Security of Vehicles

- a) CONTRACTOR shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.
- b) CONTRACTOR shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. CONTRACTOR shall note all damage and missing equipment at the time of inspection and inform the County of such. CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.
- c) Incidents of theft or vandalism to County vehicles in the CONTRACTOR's care must be reported to the County immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.
- d) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

7. Subcontracting of Repairs - The CONTRACTOR is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall ensure that all subcontractors comply with County insurance requirements and have copies available to the County upon request.

8. Inspection of Work - The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the CONTRACTOR. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the County.

9. Monitoring/Auditing of Automotive Repairs - CONTRACTOR are advised that the County may, at its discretion, randomly audit and/or monitor repairs done to County vehicles. All maintenance and repairs will be subject to random monitoring within 30 days of completion of work.

10. Parts - All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. The county reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. No used parts will be installed, except that used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use before being purchased/installed by the CONTRACTOR. County reserves the option of providing to the CONTRACTOR any parts required to effect maintenance and/or repairs to County vehicles.

11. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that CONTRACTOR shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide CONTRACTOR with proof of installation upon such warranty claims.

12. CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair (in addition to the General CONTRACTOR Requirements unless otherwise listed in payment provisions Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles (or 1,000 hours for heavy equipment) for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.
- b) Road Test Vehicles – All vehicles that have been in the CONTRACTOR’s shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

13. Warranty Requirements (in addition to the General CONTRACTOR Requirements unless otherwise listed in the payment provisions in Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

14. Requirements for Smog Certification (in addition to the General CONTRACTOR Requirements):

- a) Report of Testing – All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

15. Requirements for all Preventative Maintenance (PM) services including Oil and Filter Changes:

- a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.
- b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). CONTRACTOR shall advise County if any lamps need replacement and proceed as directed by County staff.
- c) CONTRACTOR providing PM services will be responsible for ensuring that all PM invoices are accompanied by Sheriff Fleet Vehicle Inspection Checklist, Exhibit B, made part of this Agreement.

16. Mobile On-site Car Washing (optional) - CONTRACTOR will perform vehicle-washing services and meet all Federal and California EPA requirements at a County location. Washing services shall include vacuuming the interior, cleaning the dashboard and console, washing and drying the exterior, cleaning the tires/wheels and cleaning the windows.

- a) Invoices shall accompany a log of each vehicle receiving such services showing each vehicle license Unit Number, date/time, and authorized employee’s County Identification badge number and signature, all itemized costs including, parts, labor and tax fees.

17. Requirements for Tire Repair (in addition to the General CONTRACTOR Requirements):

- a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.
- b) Goodyear, Dunlop or Kelly-Springfield manufactured speed rated tires must follow PSB#2003-06 Goodyear Service Bulletin guidelines for all Safety and Law enforcement Vehicles.

REPORTING REQUIREMENTS

1. Monthly Summary Report - Upon request, the Contractor shall provide a Monthly Summary Report to the County following the previous month in which services were provided. The report shall include, but is not limited to:

- a) Vehicle information
- b) Service and/or Parts Provided
- c) Length of Repair time
- d) Cost of Repairs

At the request of the County, additional report may be requested from the Service Provider.

RECORDING KEEPING RESPONSIBILITIES

1. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

2. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

3. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding payments for billings submitted and for termination of the Agreement.

4. CONTRACTOR shall notify designated County staff, via fax or e-mail, fifteen calendar days preceding any change of address. The CONTRACTOR is responsible to update all address and employee changes in the County's e-Pro electronic procurement system.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to the County. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager or telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Agreement on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

SERVICE AREAS

There are five Supervisorial Districts within the County of Riverside. CONTRACTOR shall cover the district as listed below, this may include one or more cities listed in a district.

1. District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

2. District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

3. District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

4. District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

5. District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**EXHIBIT B
FLEETS VEHICLE INSPECTION CHECKLIST**

**Riverside County Sheriff Fleet Division
Vehicle Inspection Checklist
(Indicate Corrective Action if taken/needed)**

Vehicle # _____

Work Order or Invoice # _____

Inspection Items	Passed	Failed	Corrected
Check windshield for cracks, chips and pitting			
Inspect windshield washer spray, wiper operation and blades (replace as required)			
Inspect all mirrors (inside and outside)			
Inspect restraint systems (seat belts, airbags, etc.)			
Inspect HVAC systems (operation and temperatures)			
Check operation of horn, exterior lamps, turn signals and hazard warning lights			
Inspect engine air cleaner and cabin filters (replace as needed), if applicable			
Check battery performance (load test if low performance is suspected) and cables			
Check radiator, coolers, heater and air condition hoses			
Inspect and adjust accessory drive belt(s), if applicable			
Inspect/record brake wear with all wheels removed (rotate tires) Front/R ___ % Front/L ___ % Rear/R ___ % Rear/L ___ % Spare ___ %			
Inspect and lubricate door hinges			
Inspect tires for wear, check and record air pressure Front/R ___ psi Front/L ___ psi Rear/R ___ psi Rear/L ___ psi Spare ___ psi			
Change engine oil and filter (if > 6k miles since last change), inspect for oil/fluid leaks			
Affix "next lube due sticker" in 6 months or 6,000 miles to upper left windshield			
Inspect and lubricate steering linkage, if applicable			
Check shocks/struts and other suspension components for leaks and damage			
Inspect/service drive shaft, if applicable			
Inspect half shaft dust boots and/or front hubs (4x4), if applicable			
Check and top-off all fluids			
Reset maintenance light, if applicable			
Engine running and/or road test - check items listed below			
- Inspect coolant recovery reservoir (level and/or leaks)			
- Manual or automatic transmission (operation and/or leaks)			
- Power steering pump, hoses, etc. (operation and/or leaks)			
- Exhaust system (leaks, damage, loose parts and/or trapped foreign material)			
Wash and vacuum vehicle (after the road test)			

SIGNATURE REQUIRED AFTER ALL ITEMS ARE CHECKED/CORRECTED (THEN, SCAN TO VEHICLE FILE)

**Once complete, please provide a copy of this inspection along with the invoice to Riverside County Sheriff Fleet Division.
Via Email at RSOfleet@riversidesheriff.org**

Signature _____ Employee Name/ID _____ Date _____

**EXHIBIT C
FORD FLEET CARE
PAYMENT PROVISIONS**

A. SERVICE	LABOR	PARTS	TOTAL*
1. Air Conditioning Service			
AC Performance Test	\$49.95	n/a	\$49.95
Evacuate and Recharge	\$90.00	n/a	\$90.00
2. Air Filter Replacement			
Gas Engine	\$9.50	\$18.00	\$27.50
3. Alignment			
Vehicle Alignment Check Only	\$39.95	n/a	\$39.95
Computerized Alignment – Reference Thrust Angle, no Rear Wheel Adjustment	\$79.95	n/a	\$79.95
Computerized Alignment – 4 Wheel Alignment includes Mechanical Rear Adjustments	\$85.95	n/a	\$85.95
4. Automatic Transmission			
Install New Filter, New Pan Gasket and Fluid Change up to 13 qts.	\$68.00	\$143.00	\$211.00
<i>Trans Fluid additional per quart</i>	n/a	\$6.00	\$6.00
5. Battery and Electrical System			
System Check with Volt/Amp Testing Battery	\$31.95	n/a	\$31.95
Recharge Battery	\$20.95	n/a	\$20.95
Replacement (Tested Tough PLUS)	\$16.00	\$99.95	\$115.95
Replacement (Tested Tough MAX)	\$16.00	\$129.95	\$145.95
6. Brake Service			
Car/Lt Truck Front Disc Brakes	\$160.00	\$79.95	\$239.95
Car/Lt Truck Rear Disc Brakes	\$160.00	\$79.95	\$239.95
Car/Lt Truck Replace Front or Rear Disc Brake Pads Only	\$85.00	\$79.95	\$164.95
Super Duty® (F-250–F-350) Front Disc Brakes	\$190.00	\$89.95	\$279.95
Super Duty® (F-250–F-350) Rear Disc Brakes	\$190.00	\$89.95	\$279.95
Super Duty® (F-250–F-350) Replace Front or Rear Disc Pads Only	\$92.00	\$89.95	\$181.95
7. Cooling System			
Cooling System Pressure Test, Replace Antifreeze/Coolant up to 2.5 gallons	\$64.00	\$32.95	\$96.95
<i>Antifreeze/Coolant additional per gallon</i>	n/a	\$13.95	\$13.95
8. Lube, Oil, Filter			
Gas Engine Conventional Oil up to 6 qts.	\$13.00	\$27.95	\$40.95
<i>Gas Engine, Conventional Oil additional per quart</i>	n/a	\$3.85	\$3.85
Gas Engine Full Synthetic Oil up to 6 qts.	\$13.00	\$42.95	\$55.95
<i>Gas Engine, Full Synthetic additional per quart</i>	n/a	\$6.75	\$6.75
Gas Engine Synthetic Blend up to 6 qts.	\$13.00	\$32.95	\$45.95
<i>Gas Engine, Synthetic Blend additional per quart</i>	n/a	\$4.25	\$4.25

Diesel Truck Engine Oil up to 13 qts.	\$29.95	\$85.95	\$115.90
<i>Diesel Truck Engine, Oil additional per quart</i>	n/a	\$4.00	\$4.00
Diesel Truck Engine Full Synthetic Oil up to 13 qts.	\$29.95	\$141.95	\$171.90
<i>Diesel Truck Engine, Full Synthetic additional per quart</i>	n/a	\$9.00	\$9.00
9. Tire Services (Per Tire)			
Mount and Balance New Tire	\$14.00	\$3.95	\$17.95
Flat Repair-Remove, Repair, Mount	\$13.00	\$3.00	\$16.00
Rotate Mounted Tires	\$4.00	n/a	\$4.00
Wheel Balance	\$11.00	\$3.95	\$14.95
10. Wheel Bearing Repack (Per Axle)			
E-Series/Super Duty® Only-Grease and Seal Only	\$42.00	\$39.95	\$81.95
11. Windshield Wipers			
Replace Wiper Blades	\$5.00	\$19.95	\$24.95
Install Snow Blades	\$5.00	\$24.95	\$29.95
Windshield Washer Fluid (fill reservoir)	n/a	\$3.00	\$3.00

1. Available for Ford, Lincoln and Mercury vehicles& all services performed to factory specifications.
2. Tire, Filter, Fluid Disposal Fees are additional.
3. All parts prices assumed at OE level of Ford, Motorcraft® or Omnicraft™ parts line.
4. Maintenance and Repair Services not listed above are to be performed at an **Hourly Labor Rate of \$125.00.**
5. Ford Fleet Pricing Program (Price for Parts will be at **Cost plus 15% or less**)
5. Front or Rear Disc Brake Service includes pad replacement and resurfacing rotors (except Transit).
6. Brake Service Excludes F-450/F-550 & Med Duty F-650/F-750, DRW Super Duty, Transit Van (Rear Brakes which require axle removal).
7. Mobile Service same parts and labor pricing. (Plus \$35.00 Trip Charge)

EXHIBIT D
SHERIFF'S FLEET- MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe 2WD
Chevrolet	Tahoe 4WD
Chevrolet	Traverse
Chevrolet	Traverse AWD
Dodge	Charger
Ford	Crown Victoria
Ford	E-350
Ford	Expedition
Ford	Explorer
Ford	Explorer 4x4
Ford	F-150
Ford	F-250
Ford	F-350
Ford	Fusion
Ford	Fusion/Hybrid
Ford	PIU
Ford	PIU/Hybrid
Ford	Transit
Nissan	Ultima
Toyota	Camry
Toyota	Camry/Hybrid

Riverside County Sheriff Fleet has approximately 1800 vehicles including but not limited to the above makes and models. Quantity, make, and model of the any vehicle on the list above will fluctuate over time.

SERVICE AGREEMENT

for

AUTOMOTIVE MAINTENANCE AND REPAIR SERVICES

between

COUNTY OF RIVERSIDE

SHERIFF

and

RACEWAY FORD, INC.



JUN 18 2021 3.31

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This Agreement is made and entered into this ____ day of _____, 2021, by and between RACEWAY FORD, INC., a California corporation, (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 B, Fleets Vehicle Inspection Checklist and at the prices stated in Exhibit C, 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 to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that 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 C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2025, 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 multi-year 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 C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed one hundred and fifty thousand dollars (\$150,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff's Department
7195 Alessandro Blvd.
Riverside, CA 92506

- 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-92847-004-11/25); quantities; item descriptions, vehicle/unit assigned number, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY 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, and invoices shall be rendered monthly in arrears. 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 30 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, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of 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.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY 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 for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

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 further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR 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.

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 or other regulatory agencies at all times. 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 or products provided 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 or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 terminate this Agreement for default and charge to CONTRACTOR any 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 time, 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. 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 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 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 employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individual under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. **Disputes**

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 20.3 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the 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. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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" includes but is not 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 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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 and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Raceway Ford, Inc.
5900 Sycamore Canyon Blvd.
Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

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.

21. Hold Harmless/Indemnification

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, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 coverage's 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. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. 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) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 COUNTY 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 COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 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.

23.6 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.

23.7 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

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

23.10 CONTRACTOR shall comply with all 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).

23.11 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 shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 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.

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: JUN 15 2021

RACEWAY FORD, INC., a California corporation

By: Daniel Ritschl
Name: Daniel Ritschl
Title: Fleet Service Manager

Dated: 5-21-21

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Lisa Sanchez
Lisa Sanchez
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: Kezia R. Harper
DEPUTY

**EXHIBIT A
SCOPE OF SERVICES**

QUALIFICATIONS

CONTRACTOR must maintain the following qualifications throughout the term of the agreement.

1. CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. CONTRACTOR who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the CONTRACTOR. The CONTRACTOR shall have record of performance and continue to have satisfactory performance within the term of the agreement.
2. Be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit. Out of State repair shops must supply proof of being a licensed repair shop within their state or with the State of California for work in that state.
3. Technicians servicing County Cars will be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent.
4. The County owns and maintains a vehicle fleet that includes various models of passenger cars and light trucks, as well as various medium to heavy duty vehicles and equipment. These vehicles include patrol cars, miscellaneous law enforcement vehicles, general purpose fleet cars, light trucks, and miscellaneous medium and heavy-duty vehicles at various locations throughout the County. The CONTRACTOR must be able to service the county vehicles as referenced above and in Exhibit D (Sheriff's Fleet - Make and Models).
5. South Coast Air Quality Management District (AQMD) Requirements (as applicable) – The CONTRACTOR is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.
6. Warranties (as applicable) – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have a warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

SERVICES

CONTRACTOR shall provide services in one or more of the following service categories listed below but not limited to:

- a) General Automotive Maintenance and Repairs
- b) Brakes, Chassis & Suspension including alignments, tire installation
- c) Transmission Service and Repairs (including replacement)
- d) Oil Changes
- e) Tire repair
- f) Paint and Body Repairs
- g) Car Washing Services
- h) Radiator Service/Repairs
- i) Smog Certifications
- j) Specialty repairs to recreational vehicles/command posts, buses, and all-terrain vehicles.

1. Inspection of Vehicles - Required services to be performed: CONTRACTOR shall evaluate the entire vehicle in accordance with industry/Original Equipment Manufacturer (OEM) standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.

2. CONTRACTOR shall complete repairs according to the following turnaround times:

- a) The County requires same day service for routine maintenance such as oil/filter changes, tires and brakes.
- b) CONTRACTOR shall give **priority service to Safety and Law Enforcement Department vehicles**. Priority service means 4 hour turn-around on all routine repairs including brakes, etc. and routine maintenance.
- c) Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

3. Written Estimates, diagnostic and labor Cost Pricing- Determine the method of diagnostic and labor cost pricing model. Also, indicate if you utilize an electronic automotive repair information system.

CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax.

CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty. If the CONTRACTOR repairs a vehicle that would have otherwise been covered under warranty, the CONTRACTOR will be responsible for reimbursement of any and all repair charges back to the County.

When quoting parts, only pricing from the following will be accepted minus quoted discount in this agreement:

- I. Chilton Flat Rate Manual
- II. Motor Flat Rate Manual
- III. Glen Mitchell Basic Flat Rate Manual
- IV. National Auto Glass Calculator
- V. All Data

4. Service Process and Required Approvals – Vehicle service process shall include the following:

- a) Vehicle drop off by Sheriff's staff via appointment or without appointment.
- b) If more than one vehicle is dropped off and CONTRACTOR cannot meet the 4-hour service requirement, CONTRACTOR must notify the Department of the service timeline, but should continue to provide priority service to Safety and Law Enforcement Department vehicles.
- c) CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. CONTRACTOR shall note the name, department and title of the person who authorized the repair along with the date and time approval was obtained. Sheriff Fleet will not be responsible for any charges resulting from repairs made without proper approval.

5. Site of Work to be Performed –

- a) In most cases, CONTRACTOR shall furnish the facility and all necessary supervision, labor, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except car washing/detailing and repairs pre-authorized by the County.

- b) County reserves the right to a full and complete inspection of CONTRACTOR's facilities at any time within CONTRACTOR's normal work hours and with twenty-four (24) hour notification.

6. Security of Vehicles

- a) CONTRACTOR shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.
- b) CONTRACTOR shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. CONTRACTOR shall note all damage and missing equipment at the time of inspection and inform the County of such. CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.
- c) Incidents of theft or vandalism to County vehicles in the CONTRACTOR's care must be reported to the County immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.
- d) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

7. Subcontracting of Repairs - The CONTRACTOR is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall ensure that all subcontractors comply with County insurance requirements and have copies available to the County upon request.

8. Inspection of Work - The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the CONTRACTOR. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the County.

9. Monitoring/Auditing of Automotive Repairs - CONTRACTOR are advised that the County may, at its discretion, randomly audit and/or monitor repairs done to County vehicles. All maintenance and repairs will be subject to random monitoring within 30 days of completion of work.

10. Parts - All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. The county reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. No used parts will be installed, except that used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use before being purchased/installed by the CONTRACTOR. County reserves the option of providing to the CONTRACTOR any parts required to effect maintenance and/or repairs to County vehicles.

11. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that CONTRACTOR shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide CONTRACTOR with proof of installation upon such warranty claims.

12. CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair (in addition to the General CONTRACTOR Requirements unless otherwise listed in payment provisions Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warranted at a minimum for the lesser of 90 days or 4,000 miles (or 1,000 hours for heavy equipment) for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.
- b) Road Test Vehicles – All vehicles that have been in the CONTRACTOR’s shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

13. Warranty Requirements (in addition to the General CONTRACTOR Requirements unless otherwise listed in the payment provisions in Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warranted for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

14. Requirements for Smog Certification (in addition to the General CONTRACTOR Requirements):

- a) Report of Testing – All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

15. Requirements for all Preventative Maintenance (PM) services including Oil and Filter Changes:

- a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.
- b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). CONTRACTOR shall advise County if any lamps need replacement and proceed as directed by County staff.
- c) CONTRACTOR providing PM services will be responsible for ensuring that all PM invoices are accompanied by Sheriff Fleet Vehicle Inspection Checklist, Exhibit B, made part of this Agreement.

16. Mobile On-site Car Washing (optional) - CONTRACTOR will perform vehicle-washing services and meet all Federal and California EPA requirements at a County location. Washing services shall include vacuuming the interior, cleaning the dashboard and console, washing and drying the exterior, cleaning the tires/wheels and cleaning the windows.

- a) Invoices shall accompany a log of each vehicle receiving such services showing each vehicle license Unit Number, date/time, and authorized employee’s County Identification badge number and signature, all itemized costs including, parts, labor and tax fees.

17. Requirements for Tire Repair (in addition to the General CONTRACTOR Requirements):

- a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.
- b) Goodyear, Dunlop or Kelly-Springfield manufactured speed rated tires must follow PSB#2003-06 Goodyear Service Bulletin guidelines for all Safety and Law enforcement Vehicles.

REPORTING REQUIREMENTS

1. Monthly Summary Report - Upon request, the Contractor shall provide a Monthly Summary Report to the County following the previous month in which services were provided. The report shall include, but is not limited to:

- a) Vehicle information
- b) Service and/or Parts Provided
- c) Length of Repair time
- d) Cost of Repairs

At the request of the County, additional report may be requested from the Service Provider.

RECORDING KEEPING RESPONSIBILITIES

1. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

2. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

3. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding payments for billings submitted and for termination of the Agreement.

4. CONTRACTOR shall notify designated County staff, via fax or e-mail, fifteen calendar days preceding any change of address. The CONTRACTOR is responsible to update all address and employee changes in the County's e-Pro electronic procurement system.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to the County. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager or telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Agreement on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

SERVICE AREAS

There are five Supervisorial Districts within the County of Riverside. CONTRACTOR shall cover the district as listed below, this may include one or more cities listed in a district.

1. District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

2. District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

3. District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

4. District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

5. District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**EXHIBIT B
FLEETS VEHICLE INSPECTION CHECKLIST**

**Riverside County Sheriff Fleet Division
Vehicle Inspection Checklist
(Indicate Corrective Action if taken/needed)**

Vehicle # _____

Work Order or Invoice # _____

Inspection Items	Passed	Failed	Corrected
Check windshield for cracks, chips and pitting			
Inspect windshield washer spray, wiper operation and blades (replace as required)			
Inspect all mirrors (inside and outside)			
Inspect restraint systems (seat belts, airbags, etc.)			
Inspect HVAC systems (operation and temperatures)			
Check operation of horn, exterior lamps, turn signals and hazard warning lights			
Inspect engine air cleaner and cabin filters (replace as needed), if applicable			
Check battery performance (load test if low performance is suspected) and cables			
Check radiator, coolers, heater and air condition hoses			
Inspect and adjust accessory drive belt(s), if applicable			
Inspect/record brake wear with all wheels removed (rotate tires) Front/R ___ % Front/L ___ % Rear/R ___ % Rear/L ___ % Spare ___ %			
Inspect and lubricate door hinges			
Inspect tires for wear, check and record air pressure Front/R ___ psi Front/L ___ psi Rear/R ___ psi Rear/L ___ psi Spare ___ psi			
Change engine oil and filter (if > 6k miles since last change), inspect for oil/fluid leaks			
Affix "next hube due sticker" in 6 months or 6,000 miles to upper left windshield			
Inspect and lubricate steering linkage, if applicable			
Check shocks/struts and other suspension components for leaks and damage			
Inspect/service drive shaft, if applicable			
Inspect half shaft dust boots and/or front hubs (4x4), if applicable			
Check and top-off all fluids			
Reset maintenance light, if applicable			
Engine running and/or road test - check items listed below			
- Inspect coolant recovery reservoir (level and/or leaks)			
- Manual or automatic transmission (operation and/or leaks)			
- Power steering pump, hoses, etc. (operation and/or leaks)			
- Exhaust system (leaks, damage, loose parts and/or trapped foreign material)			
Wash and vacuum vehicle (after the road test)			

SIGNATURE REQUIRED AFTER ALL ITEMS ARE CHECKED/CORRECTED (THEN, SCAN TO VEHICLE FILE)

Once complete, please provide a copy of this inspection along with the invoice to Riverside County Sheriff Fleet Division.
Via Email at RSOfleet@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

RFQ#PUARC-1675

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Form #116-310 - Dated: 3/21/2019

**EXHIBIT C
FORD FLEET CARE
PAYMENT PROVISIONS**

A. SERVICE	LABOR	PARTS	TOTAL*
1. Air Conditioning Service			
AC Performance Test	\$95.00	n/a	\$95.00
Evacuate and Recharge	\$145.50	n/a	\$145.50
2. Air Filter Replacement			
Gas Engine	\$9.50	\$18.00	\$27.50
3. Alignment			
Vehicle Alignment Check Only	\$47.50	n/a	\$47.50
Computerized Alignment – Reference Thrust Angle, no Rear Wheel Adjustment	\$114.00	n/a	\$114.50
Computerized Alignment – 4 Wheel Alignment includes Mechanical Rear Adjustments	\$190.00	n/a	\$190.00
4. Automatic Transmission			
Install New Filter, New Pan Gasket and Fluid Change up to 13 qts.	\$190.00	\$143.00	\$333.00
<i>Trans Fluid additional per quart</i>	n/a	\$6.00	\$6.00
5. Battery and Electrical System			
System Check with Volt/Amp Testing Battery	\$31.95	n/a	\$31.95
Recharge Battery	\$20.95	n/a	\$20.95
Replacement (Tested Tough PLUS)	\$16.00	\$104.95	\$120.95
Replacement (Tested Tough MAX)	\$16.00	\$134.95	\$150.95
6. Brake Service			
Car/Lt Truck Front Disc Brakes	\$190.00	\$79.95	\$269.95
Car/Lt Truck Rear Disc Brakes	\$190.00	\$79.95	\$269.95
Car/Lt Truck Replace Front or Rear Disc Brake Pads Only	\$95.00	\$79.95	\$174.95
Super Duty® (F-250–F-350) Front Disc Brakes	\$190.00	\$89.95	\$279.95
Super Duty® (F-250–F-350) Rear Disc Brakes	\$190.00	\$89.95	\$279.95
Super Duty® (F-250–F-350) Replace Front or Rear Disc Pads Only	\$95.00	\$89.95	\$184.95
7. Cooling System			
Cooling System Pressure Test, Replace Antifreeze/Coolant up to 2.5 gallons	\$95.00	\$32.95	\$127.95
<i>Antifreeze/Coolant additional per gallon</i>	n/a	\$13.95	\$13.95
8. Lube, Oil, Filter			
Gas Engine Conventional Oil up to 6 qts.	\$14.70	\$36.50	\$51.20
<i>Gas Engine, Conventional Oil additional per quart</i>	n/a	\$5.00	\$5.00
Gas Engine Full Synthetic Oil up to 6 qts.	\$14.70	\$55.22	\$69.92
<i>Gas Engine, Full Synthetic additional per quart</i>	n/a	\$8.12	\$8.12
Gas Engine Synthetic Blend up to 6 qts.	\$14.70	\$36.50	\$51.20
<i>Gas Engine, Synthetic Blend additional per quart</i>	n/a	\$5.00	\$5.00

Diesel Truck Engine Oil up to 13 qts.	\$29.95	\$85.95	\$115.90
<i>Diesel Truck Engine, Oil additional per quart</i>	n/a	\$5.00	\$5.00
Diesel Truck Engine Full Synthetic Oil up to 13 qts.	\$29.95	\$141.95	\$171.90
<i>Diesel Truck Engine, Full Synthetic additional per quart</i>	n/a	\$8.12	\$8.12
9. Tire Services (Per Tire)			
Mount and Balance New Tire	\$14.00	\$3.95	\$17.95
Flat Repair-Remove, Repair, Mount	\$20.00	\$3.00	\$23.00
Rotate Mounted Tires	\$15.00	n/a	\$15.00
Wheel Balance	\$45.00	\$7.95	\$52.95
10. Wheel Bearing Repack (Per Axle)			
E-Series/Super Duty, Only-Grease and Seal Only	\$190.00	\$39.95	\$229.95
11. Windshield Wipers			
Replace Wiper Blades	\$5.00	\$19.95	\$24.95
Install Snow Blades	\$5.00	\$24.95	\$29.95
Windshield Washer Fluid (fill reservoir)	n/a	\$3.00	\$3.00

1. Available for Ford, Lincoln and Mercury vehicles & all services performed to factory specifications.

2. Tire, Filter, Fluid Disposal Fees are additional.

3. All parts prices assumed at OE level of Ford, Motorcraft® or Omnicraft™ parts line.

4. Maintenance and Repair Services not listed above are to be performed at an Hourly Labor Rate of \$130.00.

5. Ford Fleet Pricing Program (Price for Parts will be at Cost plus 15%)

5. Front or Rear Disc Brake Service includes pad replacement and resurfacing rotors (except Transit).

6. Brake Service Excludes F-450/F-550 & Med Duty F-650/F-750, DRW Super Duty, Transit Van (Rear Brakes which require axle removal).

7. Mobile Service same parts and labor pricing. (Plus \$35.00 Trip Charge)

EXHIBIT D
SHERIFF'S FLEET- MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe 2WD
Chevrolet	Tahoe 4WD
Chevrolet	Traverse
Chevrolet	Traverse AWD
Dodge	Charger
Ford	Crown Victoria
Ford	E-350
Ford	Expedition
Ford	Explorer
Ford	Explorer 4x4
Ford	F-150
Ford	F-250
Ford	F-350
Ford	Fusion
Ford	Fusion/Hybrid
Ford	PIU
Ford	PIU/Hybrid
Ford	Transit
Nissan	Ultima
Toyota	Camry
Toyota	Camry/Hybrid

Riverside County Sheriff Fleet has approximately 1800 vehicles including but not limited to the above makes and models. Quantity, make, and model of the any vehicle on the list above will fluctuate over time.

SERVICE AGREEMENT

for

AUTOMOTIVE MAINTENANCE AND REPAIR SERVICES

between

COUNTY OF RIVERSIDE

SHERIFF

and

KEN GRODY REDLANDS, LLC (DBA KEN GRODY FORD – REDLANDS)



JUN 15 2021 3.31

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This Agreement is made and entered into this ____ day of _____, 2021, by and between **KEN GRODY REDLANDS, LLC, doing business as Ken Grody Ford-Redlands**, (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 B, Fleets Vehicle Inspection Checklist and at the prices stated in Exhibit C, 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 to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that 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 C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2025, 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 multi-year 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 C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred and fifty thousand dollars (\$150,000) annually** including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff's Department
7195 Alessandro Blvd.
Riverside, CA 92506

- 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-92847-005-11/25); quantities; item descriptions, vehicle/unit assigned number, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY 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, and invoices shall be rendered monthly in arrears. 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 30 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, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of 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.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY 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 for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

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 further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR 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.

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 or other regulatory agencies at all times. 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 or products provided 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 or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 terminate this Agreement for default and charge to CONTRACTOR any 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 time, 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. 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 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 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 employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individual under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 20.3 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the 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. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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" includes but is not 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 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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 and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Ken Grody Redlands, LLC (dba Ken Grody
Ford -- Redlands)
1121 W. Colton Avenue
Redlands, CA 92374

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

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.

21. Hold Harmless/Indemnification

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, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 coverage's 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. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. 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) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 COUNTY 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 COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 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.

23.6 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.

23.7 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

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

23.10 CONTRACTOR shall comply with all 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 (Ca/OSHA).

23.11 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 shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 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.

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: JUN 15 2021

KEN GRODY REDLANDS, LLC (dba Ken Grody Ford – Redlands)

By: [Signature]
Name: Tracey Hooper
Title: Controller/Business Manager

Dated: 5-25-2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

**EXHIBIT A
SCOPE OF SERVICES**

QUALIFICATIONS

CONTRACTOR must maintain the following qualifications throughout the term of the agreement.

- 1. CONTRACTOR** shall have no record of unsatisfactory performance within the past three (3) years. **CONTRACTOR** who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the **CONTRACTOR**. The **CONTRACTOR** shall have record of performance and continue to have satisfactory performance within the term of the agreement.
- 2. Be registered** with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit. Out of State repair shops must supply proof of being a licensed repair shop within their state or with the State of California for work in that state.
- 3. Technicians servicing County Cars** will be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent.
- 4. The County owns and maintains a vehicle fleet** that includes various models of passenger cars and light trucks, as well as various medium to heavy duty vehicles and equipment. These vehicles include patrol cars, miscellaneous law enforcement vehicles, general purpose fleet cars, light trucks, and miscellaneous medium and heavy-duty vehicles at various locations throughout the County. The **CONTRACTOR** must be able to service the county vehicles as referenced above and in Exhibit D (Sheriff's Fleet - Make and Models).
- 5. South Coast Air Quality Management District (AQMD) Requirements (as applicable)** – The **CONTRACTOR** is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.
- 6. Warranties (as applicable)** – Repair work performed by the **CONTRACTOR** shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have a warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the **CONTRACTOR** at no additional cost to the County.

SERVICES

CONTRACTOR shall provide services in one or more of the following service categories listed below but not limited to:

- a) General Automotive Maintenance and Repairs
- b) Brakes, Chassis & Suspension including alignments, tire installation
- c) Transmission Service and Repairs (including replacement)
- d) Oil Changes
- e) Tire repair
- f) Paint and Body Repairs
- g) Car Washing Services
- h) Radiator Service/Repairs
- i) Smog Certifications
- j) Specialty repairs to recreational vehicles/command posts, buses, and all-terrain vehicles.

1. **Inspection of Vehicles - Required services to be performed:** CONTRACTOR shall evaluate the entire vehicle in accordance with industry/Original Equipment Manufacturer (OEM) standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.

2. **CONTRACTOR shall complete repairs according to the following turnaround times:**

- a) The County requires same day service for routine maintenance such as oil/filter changes, tires and brakes.
- b) CONTRACTOR shall give priority service to Safety and Law Enforcement Department vehicles. Priority service means 4 hour turn-around on all routine repairs including brakes, etc. and routine maintenance.
- c) Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

3. **Written Estimates, diagnostic and labor Cost Pricing-** Determine the method of diagnostic and labor cost pricing model. Also, indicate if you utilize an electronic automotive repair information system. CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty. If the CONTRACTOR repairs a vehicle that would have otherwise been covered under warranty, the CONTRACTOR will be responsible for reimbursement of any and all repair charges back to the County. When quoting parts, only pricing from the following will be accepted minus quoted discount in this agreement:

- I. Chilton Flat Rate Manual
- II. Motor Flat Rate Manual
- III. Glen Mitchell Basic Flat Rate Manual
- IV. National Auto Glass Calculator
- V. All Data

4. **Service Process and Required Approvals –** Vehicle service process shall include the following:

- a) Vehicle drop off by Sheriff's staff via appointment or without appointment.
- b) If more than one vehicle is dropped off and CONTRACTOR cannot meet the 4-hour service requirement, CONTRACTOR must notify the Department of the service timeline, but should continue to provide priority service to Safety and Law Enforcement Department vehicles.
- c) CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. CONTRACTOR shall note the name, department and title of the person who authorized the repair along with the date and time approval was obtained. Sheriff Fleet will not be responsible for any charges resulting from repairs made without proper approval.

5. **Site of Work to be Performed –**

- a) In most cases, CONTRACTOR shall furnish the facility and all necessary supervision, labor, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except car washing/detailing and repairs pre-authorized by the County.

- b) County reserves the right to a full and complete inspection of CONTRACTOR's facilities at any time within CONTRACTOR's normal work hours and with twenty-four (24) hour notification.

6. Security of Vehicles

- a) CONTRACTOR shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.
- b) CONTRACTOR shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. CONTRACTOR shall note all damage and missing equipment at the time of inspection and inform the County of such. CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.
- c) Incidents of theft or vandalism to County vehicles in the CONTRACTOR's care must be reported to the County immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.
- d) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

7. Subcontracting of Repairs - The CONTRACTOR is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall ensure that all subcontractors comply with County insurance requirements and have copies available to the County upon request.

8. Inspection of Work - The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the CONTRACTOR. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the County.

9. Monitoring/Auditing of Automotive Repairs - CONTRACTOR are advised that the County may, at its discretion, randomly audit and/or monitor repairs done to County vehicles. All maintenance and repairs will be subject to random monitoring within 30 days of completion of work.

10. Parts - All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. The county reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. No used parts will be installed, except that used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use before being purchased/installed by the CONTRACTOR. County reserves the option of providing to the CONTRACTOR any parts required to effect maintenance and/or repairs to County vehicles.

11. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that CONTRACTOR shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide CONTRACTOR with proof of installation upon such warranty claims.

12. CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair (in addition to the General CONTRACTOR Requirements unless otherwise listed in payment provisions Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles (or 1,000 hours for heavy equipment) for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.
- b) Road Test Vehicles – All vehicles that have been in the CONTRACTOR's shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

13. Warranty Requirements (in addition to the General CONTRACTOR Requirements unless otherwise listed in the payment provisions in Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

14. Requirements for Smog Certification (in addition to the General CONTRACTOR Requirements):

- a) Report of Testing – All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

15. Requirements for all Preventative Maintenance (PM) services including Oil and Filter Changes:

- a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.
- b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). CONTRACTOR shall advise County if any lamps need replacement and proceed as directed by County staff.
- c) CONTRACTOR providing PM services will be responsible for ensuring that all PM invoices are accompanied by Sheriff Fleet Vehicle Inspection Checklist, Exhibit B, made part of this Agreement.

16. Mobile On-site Car Washing (optional) - CONTRACTOR will perform vehicle-washing services and meet all Federal and California EPA requirements at a County location. Washing services shall include vacuuming the interior, cleaning the dashboard and console, washing and drying the exterior, cleaning the tires/wheels and cleaning the windows.

- a) Invoices shall accompany a log of each vehicle receiving such services showing each vehicle license Unit Number, date/time, and authorized employee's County Identification badge number and signature, all itemized costs including, parts, labor and tax fees.

17. Requirements for Tire Repair (in addition to the General CONTRACTOR Requirements):

- a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.
- b) Goodyear, Dunlop or Kelly-Springfield manufactured speed rated tires must follow PSB#2003-06 Goodyear Service Bulletin guidelines for all Safety and Law enforcement Vehicles.

REPORTING REQUIREMENTS

1. Monthly Summary Report - Upon request, the Contractor shall provide a Monthly Summary Report to the County following the previous month in which services were provided. The report shall include, but is not limited to:

- a) Vehicle information
- b) Service and/or Parts Provided
- c) Length of Repair time
- d) Cost of Repairs

At the request of the County, additional report may be requested from the Service Provider.

RECORDING KEEPING RESPONSIBILITIES

1. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

2. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

3. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding payments for billings submitted and for termination of the Agreement.

4. CONTRACTOR shall notify designated County staff, via fax or e-mail, fifteen calendar days preceding any change of address. The CONTRACTOR is responsible to update all address and employee changes in the County's e-Pro electronic procurement system.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to the County. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager or telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Agreement on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

SERVICE AREAS

There are five Supervisorial Districts within the County of Riverside. CONTRACTOR shall cover the district as listed below, this may include one or more cities listed in a district.

1. District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

2. District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

3. District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

4. District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

5. District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**EXHIBIT B
FLEETS VEHICLE INSPECTION CHECKLIST**

Riverside County Sheriff Fleet Division
Vehicle Inspection Checklist
(Indicate Corrective Action if taken/needed)

Vehicle # _____

Work Order or Invoice # _____

Inspection Items	Passed	Failed	Corrected
Check windshield for cracks, chips and pitting			
Inspect windshield washer spray, wiper operation and blades (replace as required)			
Inspect all mirrors (inside and outside)			
Inspect restraint systems (seat belts, airbags, etc.)			
Inspect HVAC systems (operation and temperatures)			
Check operation of horn, exterior lamps, turn signals and hazard warning lights			
Inspect engine air cleaner and cabin filters (replace as needed), if applicable			
Check battery performance (load test if low performance is suspected) and cables			
Check radiator, coolers, heater and air condition hoses			
Inspect and adjust accessory drive belt(s), if applicable			
Inspect/record brake wear with all wheels removed (rotate tires) Front/R % Front/L % Rear/R % Rear/L % Spare %			
Inspect and lubricate door hinges			
Inspect tires for wear, check and record air pressure Front/R psi Front/L psi Rear/R psi Rear/L psi Spare psi			
Change engine oil and filter (if > 6k miles since last change), inspect for oil/fluid leaks			
Affix "next lube due sticker" in 6 months or 6,000 miles to upper left windshield			
Inspect and lubricate steering linkage, if applicable			
Check shocks/struts and other suspension components for leaks and damage			
Inspect/service drive shaft, if applicable			
Inspect half shaft dust boots and/or front hubs (4x4), if applicable			
Check and top-off all fluids			
Reset maintenance light, if applicable			
Engine running and/or road test - check items listed below			
- Inspect coolant recovery reservoir (level and/or leaks)			
- Manual or automatic transmission (operation and/or leaks)			
- Power steering pump, hoses, etc. (operation and/or leaks)			
- Exhaust system (leaks, damage, loose parts and/or trapped foreign material)			
Wash and vacuum vehicle (after the road test)			

SIGNATURE REQUIRED AFTER ALL ITEMS ARE CHECKED/CORRECTED (THEN, SCAN TO VEHICLE FILE)

Once complete, please provide a copy of this inspection along with the invoice to Riverside County Sheriff Fleet Division.

Via Email at RSOfleet@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

RFQ#PUARC-1675

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Form #116-310 - Dated: 3/21/2019

**EXHIBIT C
FORD FLEET CARE
PAYMENT PROVISIONS**

A. SERVICE	LABOR	PARTS	TOTAL*
1. Air Conditioning Service			
AC Performance Test	\$49.95	n/a	\$49.95
Evacuate and Recharge	\$99.00	n/a	\$99.00
2. Air Filter Replacement			
Gas Engine	\$9.50	\$18.00	\$27.50
3. Alignment			
Vehicle Alignment Check Only	\$39.95	n/a	\$39.95
Computerized Alignment -- Reference Thrust Angle, no Rear Wheel Adjustment	\$79.95	n/a	\$79.95
Computerized Alignment -- 4 Wheel Alignment includes Mechanical Rear Adjustments	\$99.95	n/a	\$99.95
4. Automatic Transmission			
Install New Filter, New Pan Gasket and Fluid Change up to 13 qts.	\$78.00	\$143.00	\$221.00
<i>Trans Fluid additional per quart</i>	n/a	\$8.00	\$8.00
5. Battery and Electrical System			
System Check with Volt/Amp Testing Battery	\$31.95	n/a	\$31.95
Recharge Battery	\$20.95	n/a	\$20.95
Replacement (Tested Tough PLUS)	\$16.00	\$99.95	\$115.95
Replacement (Tested Tough MAX)	\$16.00	\$129.95	\$145.95
6. Brake Service			
Car/Lt Truck Front Disc Brakes	\$93.00	\$89.95	\$182.95
Car/Lt Truck Rear Disc Brakes	\$103.00	\$89.95	\$192.95
Car/Lt Truck Replace Front or Rear Disc Brake Pads Only	\$41.00	\$79.95	\$120.95
Super Duty (F-250-F-350) Front Disc Brakes	\$88.00	\$99.95	\$197.95
Super Duty (F-250-F-350) Rear Disc Brakes	\$108.00	\$99.95	\$207.95
Super Duty (F-250-F-350) Replace Front or Rear Disc Pads Only	\$46.00	\$99.95	\$145.95
7. Cooling System			
Cooling System Pressure Test, Replace Antifreeze/Coolant up to 2.5 gallons	\$64.00	\$32.95	\$96.95
<i>Antifreeze/Coolant additional per gallon</i>	n/a	\$13.95	\$13.95
8. Lube, Oil, Filter			
Gas Engine Conventional Oil up to 6 qts.	\$15.00	\$27.95	\$42.95
<i>Gas Engine, Conventional Oil additional per quart</i>	n/a	\$3.85	\$3.85
Gas Engine Full Synthetic Oil up to 6 qts.	\$15.00	\$44.95	\$59.95
<i>Gas Engine, Full Synthetic additional per quart</i>	n/a	\$6.75	\$6.75
Gas Engine Synthetic Blend up to 6 qts.	\$15.00	\$32.95	\$47.95
<i>Gas Engine, Synthetic Blend additional per quart</i>	n/a	\$4.25	\$4.25

Diesel Truck Engine Oil up to 13 qts.	\$39.95	\$85.95	\$125.90
<i>Diesel Truck Engine, Oil additional per quart</i>	n/a	\$4.00	\$4.00
Diesel Truck Engine Full Synthetic Oil up to 13 qts.	\$39.95	\$141.95	\$181.90
<i>Diesel Truck Engine, Full Synthetic additional per quart</i>	n/a	\$9.00	\$9.00
9. Tire Services (Per Tire)			
Mount and Balance New Tire	\$14.00	\$3.95	\$17.95
Flat Repair-Remove, Repair, Mount	\$13.00	\$3.00	\$16.00
Rotate Mounted Tires	\$4.00	n/a	\$4.00
Wheel Balance	\$11.00	\$3.95	\$14.95
10. Wheel Bearing Repack (Per Axle)			
E-Series/Super Duty® Only-Grease and Seal Only	\$42.00	\$39.95	\$81.95
11. Windshield Wipers			
Replace Wiper Blades	\$5.00	\$19.95	\$24.95
Install Snow Blades	\$5.00	\$24.95	\$29.95
Windshield Washer Fluid (fill reservoir)	n/a	\$3.00	\$3.00

1. Available for Ford, Lincoln and Mercury vehicles& all services performed to factory specifications.
2. Tire, Filter, Fluid Disposal Fees are additional.
3. All parts prices assumed at OE level of Ford, Motorcraft® or Omnicraft™ parts line.
4. Maintenance and Repair Services not listed above are to be performed at an **Hourly Labor Rate of \$115.00.**
5. Ford Fleet Pricing Program (Price for Parts will be at **Cost plus 15% or less**)
5. Front or Rear Disc Brake Service includes pad replacement and resurfacing rotors (except Transit).
6. Brake Service Excludes F-450/F-550 & Med Duty F-650/F-750, DRW Super Duty, Transit Van (Rear Brakes which require axle removal).
7. Mobile Service same parts and labor pricing. (Plus \$35.00 Trip Charge)

EXHIBIT D
SHERIFF'S FLEET- MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe 2WD
Chevrolet	Tahoe 4WD
Chevrolet	Traverse
Chevrolet	Traverse AWD
Dodge	Charger
Ford	Crown Victoria
Ford	E-350
Ford	Expedition
Ford	Explorer
Ford	Explorer 4x4
Ford	F-150
Ford	F-250
Ford	F-350
Ford	Fusion
Ford	Fusion/Hybrid
Ford	PIU
Ford	PIU/Hybrid
Ford	Transit
Nissan	Ultima
Toyota	Camry
Toyota	Camry/Hybrid

Riverside County Sheriff Fleet has approximately 1800 vehicles including but not limited to the above makes and models. Quantity, make, and model of the any vehicle on the list above will fluctuate over time.

SERVICE AGREEMENT

for

AUTOMOTIVE MAINTENANCE AND REPAIR SERVICES

between

COUNTY OF RIVERSIDE

SHERIFF

and

PALM SPRINGS MOTORS



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This Agreement is made and entered into this ____ day of _____, 2021, by and between **PALM SPRINGS MOTORS**, (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 B, Fleets Vehicle Inspection Checklist and at the prices stated in Exhibit C, 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 to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that 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 C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2025, 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 multi-year 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 C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed one hundred and fifty thousand dollars (\$150,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff's Department
7195 Alessandro Blvd.
Riverside, CA 92506

- 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-92847-006-11/25); quantities; item descriptions, vehicle/unit assigned number, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY 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, and invoices shall be rendered monthly in arrears. 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 30 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, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of 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.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY 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 for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

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 further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR 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.

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 or other regulatory agencies at all times. 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 or products provided 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 or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 terminate this Agreement for default and charge to CONTRACTOR any 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 time, 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. 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 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 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 employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individual under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. **Disputes**

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 20.3 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the 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. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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" includes but is not 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 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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 and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Palm Springs Motors
69-200 Highway 111
Cathedral City, CA 92234

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

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.

21. Hold Harmless/Indemnification

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, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 coverage's 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. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. 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) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 COUNTY 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 COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 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.

23.6 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.

23.7 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

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

23.10 CONTRACTOR shall comply with all 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).

23.11 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 shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 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.

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: JUN 15 2021

PALM SPRINGS MOTORS

By: [Signature]
Name: GEORGE HILL
Title: FIXED OPERATIONS DIRECTOR

Dated: 05/21/21

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

**EXHIBIT A
SCOPE OF SERVICES**

QUALIFICATIONS

CONTRACTOR must maintain the following qualifications throughout the term of the agreement.

1. CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. CONTRACTOR who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the CONTRACTOR. The CONTRACTOR shall have record of performance and continue to have satisfactory performance within the term of the agreement.
2. Be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit. Out of State repair shops must supply proof of being a licensed repair shop within their state or with the State of California for work in that state.
3. Technicians servicing County Cars will be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent.
4. The County owns and maintains a vehicle fleet that includes various models of passenger cars and light trucks, as well as various medium to heavy duty vehicles and equipment. These vehicles include patrol cars, miscellaneous law enforcement vehicles, general purpose fleet cars, light trucks, and miscellaneous medium and heavy-duty vehicles at various locations throughout the County. The CONTRACTOR must be able to service the county vehicles as referenced above and in Exhibit D (Sheriff's Fleet - Make and Models).
5. South Coast Air Quality Management District (AQMD) Requirements (as applicable) – The CONTRACTOR is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.
6. Warranties (as applicable) – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have a warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

SERVICES

CONTRACTOR shall provide services in one or more of the following service categories listed below but not limited to:

- a) General Automotive Maintenance and Repairs
- b) Brakes, Chassis & Suspension including alignments, tire installation
- c) Transmission Service and Repairs (including replacement)
- d) Oil Changes
- e) Tire repair
- f) Paint and Body Repairs
- g) Car Washing Services
- h) Radiator Service/Repairs
- i) Smog Certifications
- j) Specialty repairs to recreational vehicles/command posts, buses, and all-terrain vehicles.

1. Inspection of Vehicles - Required services to be performed: CONTRACTOR shall evaluate the entire vehicle in accordance with industry/Original Equipment Manufacturer (OEM) standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.

2. CONTRACTOR shall complete repairs according to the following turnaround times:

- a) The County requires same day service for routine maintenance such as oil/filter changes, tires and brakes.
- b) CONTRACTOR shall give **priority service to Safety and Law Enforcement Department vehicles**. Priority service means 4 hour turn-around on all routine repairs including brakes, etc. and routine maintenance.
- c) Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

3. Written Estimates, diagnostic and labor Cost Pricing- Determine the method of diagnostic and labor cost pricing model. Also, indicate if you utilize an electronic automotive repair information system. CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty. If the CONTRACTOR repairs a vehicle that would have otherwise been covered under warranty, the CONTRACTOR will be responsible for reimbursement of any and all repair charges back to the County. When quoting parts, only pricing from the following will be accepted minus quoted discount in this agreement:

- I. Chilton Flat Rate Manual
- II. Motor Flat Rate Manual
- III. Glen Mitchell Basic Flat Rate Manual
- IV. National Auto Glass Calculator
- V. All Data

4. Service Process and Required Approvals – Vehicle service process shall include the following:

- a) Vehicle drop off by Sheriff's staff via appointment or without appointment.
- b) If more than one vehicle is dropped off and CONTRACTOR cannot meet the 4-hour service requirement, CONTRACTOR must notify the Department of the service timeline, but should continue to provide priority service to Safety and Law Enforcement Department vehicles.
- c) CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. CONTRACTOR shall note the name, department and title of the person who authorized the repair along with the date and time approval was obtained. Sheriff Fleet will not be responsible for any charges resulting from repairs made without proper approval.

5. Site of Work to be Performed –

- a) In most cases, CONTRACTOR shall furnish the facility and all necessary supervision, labor, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except car washing/detailing and repairs pre-authorized by the County.

- b) County reserves the right to a full and complete inspection of CONTRACTOR's facilities at any time within CONTRACTOR's normal work hours and with twenty-four (24) hour notification.

6. Security of Vehicles

- a) CONTRACTOR shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.
- b) CONTRACTOR shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. CONTRACTOR shall note all damage and missing equipment at the time of inspection and inform the County of such. CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.
- c) Incidents of theft or vandalism to County vehicles in the CONTRACTOR's care must be reported to the County immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.
- d) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

7. Subcontracting of Repairs - The CONTRACTOR is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall ensure that all subcontractors comply with County insurance requirements and have copies available to the County upon request.

8. Inspection of Work - The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the CONTRACTOR. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the County.

9. Monitoring/Auditing of Automotive Repairs - CONTRACTOR are advised that the County may, at its discretion, randomly audit and/or monitor repairs done to County vehicles. All maintenance and repairs will be subject to random monitoring within 30 days of completion of work.

10. Parts - All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. The county reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. No used parts will be installed, except that used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use before being purchased/installed by the CONTRACTOR. County reserves the option of providing to the CONTRACTOR any parts required to effect maintenance and/or repairs to County vehicles.

11. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that CONTRACTOR shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide CONTRACTOR with proof of installation upon such warranty claims.

12. CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair (in addition to the General CONTRACTOR Requirements unless otherwise listed in payment provisions Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles (or 1,000 hours for heavy equipment) for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.
- b) Road Test Vehicles – All vehicles that have been in the CONTRACTOR’s shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

13. Warranty Requirements (in addition to the General CONTRACTOR Requirements unless otherwise listed in the payment provisions in Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

14. Requirements for Smog Certification (in addition to the General CONTRACTOR Requirements):

- a) Report of Testing – All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

15. Requirements for all Preventative Maintenance (PM) services including Oil and Filter Changes:

- a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.
- b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). CONTRACTOR shall advise County if any lamps need replacement and proceed as directed by County staff.
- c) CONTRACTOR providing PM services will be responsible for ensuring that all PM invoices are accompanied by Sheriff Fleet Vehicle Inspection Checklist, Exhibit B, made part of this Agreement.

16. Mobile On-site Car Washing (optional) - CONTRACTOR will perform vehicle-washing services and meet all Federal and California EPA requirements at a County location. Washing services shall include vacuuming the interior, cleaning the dashboard and console, washing and drying the exterior, cleaning the tires/wheels and cleaning the windows.

- a) Invoices shall accompany a log of each vehicle receiving such services showing each vehicle license Unit Number, date/time, and authorized employee’s County Identification badge number and signature, all itemized costs including, parts, labor and tax fees.

17. Requirements for Tire Repair (in addition to the General CONTRACTOR Requirements):
- a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.
 - b) Goodyear, Dunlop or Kelly-Springfield manufactured speed rated tires must follow PSB#2003-06 Goodyear Service Bulletin guidelines for all Safety and Law enforcement Vehicles.

REPORTING REQUIREMENTS

1. Monthly Summary Report - Upon request, the Contractor shall provide a Monthly Summary Report to the County following the previous month in which services were provided. The report shall include, but is not limited to:

- a) Vehicle information
- b) Service and/or Parts Provided
- c) Length of Repair time
- d) Cost of Repairs

At the request of the County, additional report may be requested from the Service Provider.

RECORDING KEEPING RESPONSIBILITIES

1. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

2. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

3. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding payments for billings submitted and for termination of the Agreement.

4. CONTRACTOR shall notify designated County staff, via fax or e-mail, fifteen calendar days preceding any change of address. The CONTRACTOR is responsible to update all address and employee changes in the County's e-Pro electronic procurement system.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to the County. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager or telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Agreement on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

SERVICE AREAS

There are five Supervisorial Districts within the County of Riverside. CONTRACTOR shall cover the district as listed below, this may include one or more cities listed in a district.

1. District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

2. District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

3. District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

4. District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

5. District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**EXHIBIT B
FLEETS VEHICLE INSPECTION CHECKLIST**

**Riverside County Sheriff Fleet Division
Vehicle Inspection Checklist
(Indicate Corrective Action if taken/needed)**

Vehicle # _____

Work Order or Invoice # _____

Inspection Items	Passed	Failed	Corrected
Check windshield for cracks, chips and pitting			
Inspect windshield washer spray, wiper operation and blades (replace as required)			
Inspect all mirrors (inside and outside)			
Inspect restraint systems (seat belts, airbags, etc.)			
Inspect HVAC systems (operation and temperatures)			
Check operation of horn, exterior lamps, turn signals and hazard warning lights			
Inspect engine air cleaner and cabin filters (replace as needed), if applicable			
Check battery performance (load test if low performance is suspected) and cables			
Check radiator, coolers, heater and air condition hoses			
Inspect and adjust accessory drive belt(s), if applicable			
Inspect/record brake wear with all wheels removed (rotate tires) Front/R % Front/L % Rear/R % Rear/L % Spare %			
Inspect and lubricate door hinges			
Inspect tires for wear, check and record air pressure Front/R psi Front/L psi Rear/R psi Rear/L psi Spare psi			
Change engine oil and filter (if > 6k miles since last change), inspect for oil/fluid leaks			
Affix "next lube due sticker" in 6 months or 6,000 miles to upper left windshield			
Inspect and lubricate steering linkage, if applicable			
Check shocks/struts and other suspension components for leaks and damage			
Inspect/service drive shaft, if applicable			
Inspect half shaft dust boots and/or front hubs (4x4), if applicable			
Check and top-off all fluids			
Reset maintenance light, if applicable			
Engine running and/or road test - check items listed below			
- Inspect coolant recovery reservoir (level and/or leaks)			
- Manual or automatic transmission (operation and/or leaks)			
- Power steering pump, hoses, etc. (operation and/or leaks)			
- Exhaust system (leaks, damage, loose parts and/or trapped foreign material)			
Wash and vacuum vehicle (after the road test)			

SIGNATURE REQUIRED AFTER ALL ITEMS ARE CHECKED/CORRECTED (THEN, SCAN TO VEHICLE FILE)

Once complete, please provide a copy of this inspection along with the invoice to Riverside County Sheriff Fleet Division.

Via Email at RSOfleet@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

RFQ#PUARC-1675

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Form #116-310 - Dated: 3/21/2019

**EXHIBIT C
FORD FLEET CARE
PAYMENT PROVISIONS**

A. SERVICE	LABOR	PARTS	TOTAL*
1. Air Conditioning Service			
AC Performance Test	\$49.95	n/a	\$49.95
Evacuate and Recharge	\$90.00	n/a	\$90.00
2. Air Filter Replacement			
Gas Engine	\$9.50	\$18.00	\$27.50
3. Alignment			
Vehicle Alignment Check Only	N/C	n/a	N/C
Computerized Alignment – Reference Thrust Angle, no Rear Wheel Adjustment	\$79.95	n/a	\$79.95
Computerized Alignment – 4 Wheel Alignment includes Mechanical Rear Adjustments	\$85.95	n/a	\$85.95
4. Automatic Transmission			
Install New Filter, New Pan Gasket and Fluid Change up to 13 qts.	\$68.00	\$143.00	\$211.00
<i>Trans Fluid additional per quart</i>	n/a	\$6.00	\$6.00
5. Battery and Electrical System			
System Check with Volt/Amp Testing Battery	\$31.95	n/a	\$31.95
Recharge Battery	n/a	n/a	n/a
Replacement (Tested Tough PLUS)	\$16.00	\$99.95	\$115.95
Replacement (Tested Tough MAX)	\$16.00	\$129.95	\$145.95
6. Brake Service			
Car/Lt Truck Front Disc Brakes	\$93.00	\$79.95	\$172.95
Car/Lt Truck Rear Disc Brakes	\$103.00	\$79.95	\$182.95
Car/Lt Truck Replace Front or Rear Disc Brake Pads Only	n/a	n/a	n/a
Super Duty® (F-250–F-350) Front Disc Brakes	\$98.00	\$89.95	\$187.95
Super Duty® (F-250–F-350) Rear Disc Brakes	\$108.00	\$89.95	\$197.95
Super Duty® (F-250–F-350) Replace Front or Rear Disc Pads Only	n/a	n/a	n/a
7. Cooling System			
Cooling System Pressure Test, Replace Antifreeze/Coolant up to 2.5 gallons	\$64.00	\$32.95	\$96.95
<i>Antifreeze/Coolant additional per gallon</i>	n/a	\$13.95	\$13.95
8. Lube, Oil, Filter			
Gas Engine Conventional Oil up to 6 qts.	n/a	n/a	n/a
<i>Gas Engine, Conventional Oil additional per quart</i>	n/a	n/a	n/a
Gas Engine Full Synthetic Oil up to 6 qts.	\$23.00	\$42.95	\$65.95
<i>Gas Engine, Full Synthetic additional per quart</i>	n/a	\$6.75	\$6.75
Gas Engine Synthetic Blend up to 6 qts.	\$23.00	\$32.95	\$55.95

REVISED 06/07/21 (LINE #7)

Gas Engine, Synthetic Blend additional per quart	n/a	\$4.25	\$4.25
Diesel Truck Engine Oil up to 13 qts.	\$39.95	\$85.95	\$125.90
Diesel Truck Engine, Oil additional per quart	n/a	\$4.00	\$4.00
Diesel Truck Engine Full Synthetic Oil up to 13 qts.	\$39.95	\$141.95	\$181.90
Diesel Truck Engine, Full Synthetic additional per quart	n/a	\$9.00	\$9.00
9. Tire Services (Per Tire)			
Mount and Balance New Tire	\$14.00	\$3.95	\$17.95
Flat Repair-Remove, Repair, Mount	\$13.00	\$3.00	\$16.00
Rotate Mounted Tires (per tire)	\$6.00	n/a	\$6.00
Wheel Balance	\$11.00	\$3.95	\$14.95
10. Wheel Bearing Repack (Per Axle)			
E-Series/Super Duty® Only-Grease and Seal Only	\$60.00	\$39.95	\$99.95
11. Windshield Wipers			
Replace Wiper Blades	\$5.00	\$19.95	\$24.95
Install Snow Blades	\$5.00	\$24.95	\$29.95
Windshield Washer Fluid (fill reservoir)	n/a	N/C	N/C

1. Available for Ford, Lincoln and Mercury vehicles & all services performed to factory specifications.
2. Tire, Filter, Fluid Disposal Fees are additional.
3. All parts prices assumed at OE level of Ford, Motorcraft® or Omnicraft™ parts line.
4. Maintenance and Repair Services not listed above are to be performed at an Hourly Labor Rate of \$150.00.
5. Ford Fleet Pricing Program (Price for Parts will be at Cost plus 15% or less)
5. Front or Rear Disc Brake Service includes pad replacement and resurfacing rotors (except Transit).
6. Brake Service Excludes F-450/F-550 & Med Duty F-650/F-750, DRW Super Duty, Transit Van (Rear Brakes which require axle removal).
7. Mobile Service Van available for most maintenance services and recalls. \$20 convenience fee per trip.

B. PROMPT PAYMENT DISCOUNT

X % at XX days from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net) Cash discount shall be applied to grand total.

SHERIFF'S FLEET- MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe 2WD
Chevrolet	Tahoe 4WD
Chevrolet	Traverse
Chevrolet	Traverse AWD
Dodge	Charger
Ford	Crown Victoria
Ford	E-350
Ford	Expedition
Ford	Explorer
Ford	Explorer 4x4
Ford	F-150
Ford	F-250
Ford	F-350
Ford	Fusion
Ford	Fusion/Hybrid
Ford	PIU
Ford	PIU/Hybrid
Ford	Transit
Nissan	Ultima
Toyota	Camry
Toyota	Camry/Hybrid

Riverside County Sheriff Fleet has approximately 1800 vehicles including but not limited to the above makes and models. Quantity, make, and model of the any vehicle on the list above will fluctuate over time.

SERVICE AGREEMENT
for
AUTOMOTIVE MAINTENANCE AND REPAIR SERVICES

between
COUNTY OF RIVERSIDE

SHERIFF

and

LARRY GREEN FORD, INC.



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This Agreement is made and entered into this ____ day of _____, 2021, by and between **LARRY GREEN FORD, INC.**, (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 B, Fleets Vehicle Inspection Checklist and at the prices stated in Exhibit C, 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 to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that 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 C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2025, 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 multi-year 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 C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred and fifty thousand dollars (\$150,000) annually** including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
Sheriff's Department
7195 Alessandro Blvd.
Riverside, CA 92506

- 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-92847-007-11/25); quantities; item descriptions, vehicle/unit assigned number, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY 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, and invoices shall be rendered monthly in arrears. 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 30 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, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of 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.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY 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 for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

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 further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR 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.

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 or other regulatory agencies at all times. 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 or products provided 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 or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 terminate this Agreement for default and charge to CONTRACTOR any 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 time, 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. 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 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 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 employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individual under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 20.3 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the 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. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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” includes but is not 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 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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 and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff’s Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Larry Green Ford, Inc.
410 E. Hobsonway
Blyth, CA 92225

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

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.

21. Hold Harmless/Indemnification

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, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 coverage's 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. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. 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) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 COUNTY 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 COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 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.

23.6 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.

23.7 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

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

23.10 CONTRACTOR shall comply with all 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).

23.11 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 shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 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.

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

LARRY GREEN FORD, INC.

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors
JUN 15 2021

By: [Signature]
Name: Jamie Pierce
Title: Service Manager

Dated: _____

Dated: 5-21-21

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

EXHIBIT A SCOPE OF SERVICES

QUALIFICATIONS

CONTRACTOR must maintain the following qualifications throughout the term of the agreement.

1. CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. CONTRACTOR who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the CONTRACTOR. The CONTRACTOR shall have record of performance and continue to have satisfactory performance within the term of the agreement.
2. Be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit. Out of State repair shops must supply proof of being a licensed repair shop within their state or with the State of California for work in that state.
3. Technicians servicing County Cars will be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent.
4. The County owns and maintains a vehicle fleet that includes various models of passenger cars and light trucks, as well as various medium to heavy duty vehicles and equipment. These vehicles include patrol cars, miscellaneous law enforcement vehicles, general purpose fleet cars, light trucks, and miscellaneous medium and heavy-duty vehicles at various locations throughout the County. The CONTRACTOR must be able to service the county vehicles as referenced above and in Exhibit D (Sheriff's Fleet - Make and Models).
5. South Coast Air Quality Management District (AQMD) Requirements (as applicable) – The CONTRACTOR is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.
6. Warranties (as applicable) – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have a warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

SERVICES

CONTRACTOR shall provide services in one or more of the following service categories listed below but not limited to:

- a) General Automotive Maintenance and Repairs
- b) Brakes, Chassis & Suspension including alignments, tire installation
- c) Transmission Service and Repairs (including replacement)
- d) Oil Changes
- e) Tire repair
- f) Paint and Body Repairs
- g) Car Washing Services
- h) Radiator Service/Repairs
- i) Smog Certifications
- j) Specialty repairs to recreational vehicles/command posts, buses, and all-terrain vehicles.

1. Inspection of Vehicles - Required services to be performed: CONTRACTOR shall evaluate the entire vehicle in accordance with industry/Original Equipment Manufacturer (OEM) standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.
2. CONTRACTOR shall complete repairs according to the following turnaround times:
 - a) The County requires same day service for routine maintenance such as oil/filter changes, tires and brakes.
 - b) CONTRACTOR shall give **priority service to Safety and Law Enforcement Department vehicles**. Priority service means 4 hour turn-around on all routine repairs including brakes, etc. and routine maintenance.
 - c) Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.
3. Written Estimates, diagnostic and labor Cost Pricing- Determine the method of diagnostic and labor cost pricing model. Also, indicate if you utilize an electronic automotive repair information system. CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty. If the CONTRACTOR repairs a vehicle that would have otherwise been covered under warranty, the CONTRACTOR will be responsible for reimbursement of any and all repair charges back to the County. When quoting parts, only pricing from the following will be accepted minus quoted discount in this agreement:
 - I. Chilton Flat Rate Manual
 - II. Motor Flat Rate Manual
 - III. Glen Mitchell Basic Flat Rate Manual
 - IV. National Auto Glass Calculator
 - V. All Data
4. Service Process and Required Approvals – Vehicle service process shall include the following:
 - a) Vehicle drop off by Sheriff's staff via appointment or without appointment.
 - b) If more than one vehicle is dropped off and CONTRACTOR cannot meet the 4-hour service requirement, CONTRACTOR must notify the Department of the service timeline, but should continue to provide priority service to Safety and Law Enforcement Department vehicles.
 - c) CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. CONTRACTOR shall note the name, department and title of the person who authorized the repair along with the date and time approval was obtained. Sheriff Fleet will not be responsible for any charges resulting from repairs made without proper approval.
5. Site of Work to be Performed –
 - a) In most cases, CONTRACTOR shall furnish the facility and all necessary supervision, labor, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except car washing/detailing and repairs pre-authorized by the County.

- b) County reserves the right to a full and complete inspection of CONTRACTOR's facilities at any time within CONTRACTOR's normal work hours and with twenty-four (24) hour notification.

6. Security of Vehicles

- a) CONTRACTOR shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.
- b) CONTRACTOR shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. CONTRACTOR shall note all damage and missing equipment at the time of inspection and inform the County of such. CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.
- c) Incidents of theft or vandalism to County vehicles in the CONTRACTOR's care must be reported to the County immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.
- d) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

7. Subcontracting of Repairs - The CONTRACTOR is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall ensure that all subcontractors comply with County insurance requirements and have copies available to the County upon request.

8. Inspection of Work - The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the CONTRACTOR. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the County.

9. Monitoring/Auditing of Automotive Repairs - CONTRACTOR are advised that the County may, at its discretion, randomly audit and/or monitor repairs done to County vehicles. All maintenance and repairs will be subject to random monitoring within 30 days of completion of work.

10. Parts - All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. The county reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. No used parts will be installed, except that used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use before being purchased/installed by the CONTRACTOR. County reserves the option of providing to the CONTRACTOR any parts required to effect maintenance and/or repairs to County vehicles.

11. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that CONTRACTOR shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide CONTRACTOR with proof of installation upon such warranty claims.

12. CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair (in addition to the General CONTRACTOR Requirements unless otherwise listed in payment provisions Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied at a minimum for the lesser of 90 days or 4,000 miles (or 1,000 hours for heavy equipment) for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.
- b) Road Test Vehicles – All vehicles that have been in the CONTRACTOR’s shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

13. Warranty Requirements (in addition to the General CONTRACTOR Requirements unless otherwise listed in the payment provisions in Exhibit C):

- a) Warranties – Repair work performed by the CONTRACTOR shall be warrantied for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the CONTRACTOR at no additional cost to the County.

14. Requirements for Smog Certification (in addition to the General CONTRACTOR Requirements):

- a) Report of Testing – All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

15. Requirements for all Preventative Maintenance (PM) services including Oil and Filter Changes:

- a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.
- b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). CONTRACTOR shall advise County if any lamps need replacement and proceed as directed by County staff.
- c) CONTRACTOR providing PM services will be responsible for ensuring that all PM invoices are accompanied by Sheriff Fleet Vehicle Inspection Checklist, Exhibit B, made part of this Agreement.

16. Mobile On-site Car Washing (optional) - CONTRACTOR will perform vehicle-washing services and meet all Federal and California EPA requirements at a County location. Washing services shall include vacuuming the interior, cleaning the dashboard and console, washing and drying the exterior, cleaning the tires/wheels and cleaning the windows.

- a) Invoices shall accompany a log of each vehicle receiving such services showing each vehicle license Unit Number, date/time, and authorized employee’s County Identification badge number and signature, all itemized costs including, parts, labor and tax fees.

17. Requirements for Tire Repair (in addition to the General CONTRACTOR Requirements):

- a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.
- b) Goodyear, Dunlop or Kelly-Springfield manufactured speed rated tires must follow PSB#2003-06 Goodyear Service Bulletin guidelines for all Safety and Law enforcement Vehicles.

REPORTING REQUIREMENTS

1. Monthly Summary Report - Upon request, the Contractor shall provide a Monthly Summary Report to the County following the previous month in which services were provided. The report shall include, but is not limited to:

- a) Vehicle information
- b) Service and/or Parts Provided
- c) Length of Repair time
- d) Cost of Repairs

At the request of the County, additional report may be requested from the Service Provider.

RECORDING KEEPING RESPONSIBILITIES

1. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

2. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

3. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding payments for billings submitted and for termination of the Agreement.

4. CONTRACTOR shall notify designated County staff, via fax or e-mail, fifteen calendar days preceding any change of address. The CONTRACTOR is responsible to update all address and employee changes in the County's e-Pro electronic procurement system.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to the County. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager or telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Agreement on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

SERVICE AREAS

There are five Supervisorial Districts within the County of Riverside. CONTRACTOR shall cover the district as listed below, this may include one or more cities listed in a district.

1. District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

2. District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

3. District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

4. District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

5. District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**EXHIBIT B
FLEETS VEHICLE INSPECTION CHECKLIST**

**Riverside County Sheriff Fleet Division
Vehicle Inspection Checklist
(Indicate Corrective Action if taken/needed)**

Vehicle # _____

Work Order or Invoice # _____

Inspection Items	Passed	Failed	Corrected
Check windshield for cracks, chips and pitting			
Inspect windshield washer spray, wiper operation and blades (replace as required)			
Inspect all mirrors (inside and outside)			
Inspect restraint systems (seat belts, airbags, etc.)			
Inspect HVAC systems (operation and temperatures)			
Check operation of horn, exterior lamps, turn signals and hazard warning lights			
Inspect engine air cleaner and cabin filters (replace as needed), if applicable			
Check battery performance (load test if low performance is suspected) and cables			
Check radiator, coolers, heater and air condition hoses			
Inspect and adjust accessory drive belt(s), if applicable			
Inspect/record brake wear with all wheels removed (rotate tires) Front/R ___ % Front/L ___ % Rear/R ___ % Rear/L ___ % Spare ___ %			
Inspect and lubricate door hinges			
Inspect tires for wear, check and record air pressure Front/R ___ psi Front/L ___ psi Rear/R ___ psi Rear/L ___ psi Spare ___ psi			
Change engine oil and filter (if > 6k miles since last change), inspect for oil/fluid leaks			
Affix "next lube due sticker" in 6 months or 6,000 miles to upper left windshield			
Inspect and lubricate steering linkage, if applicable			
Check shocks/struts and other suspension components for leaks and damage			
Inspect/service drive shaft, if applicable			
Inspect half shaft dust boots and/or front hubs (4x4), if applicable			
Check and top-off all fluids			
Reset maintenance light, if applicable			
Engine running and/or road test - check items listed below			
- Inspect coolant recovery reservoir (level and/or leaks)			
- Manual or automatic transmission (operation and/or leaks)			
- Power steering pump, hoses, etc. (operation and/or leaks)			
- Exhaust system (leaks, damage, loose parts and/or trapped foreign material)			
Wash and vacuum vehicle (after the road test)			

SIGNATURE REQUIRED AFTER ALL ITEMS ARE CHECKED/CORRECTED (THEN, SCAN TO VEHICLE FILE)

**Once complete, please provide a copy of this inspection along with the invoice to Riverside County Sheriff Fleet Division.
Via Email at RSOfleet@riversidesheriff.org**

Signature _____ Employee Name/ID _____ Date _____

**EXHIBIT C
FORD FLEET CARE
PAYMENT PROVISIONS**

A. SERVICE	LABOR	PARTS	TOTAL*
1. Air Conditioning Service			
AC Performance Test	\$49.95	n/a	\$49.95
Evacuate and Recharge	\$90.00	n/a	\$90.00
2. Air Filter Replacement			
Gas Engine	\$9.50	\$18.00	\$27.50
3. Alignment			
Vehicle Alignment Check Only	\$39.95	n/a	\$39.95
Computerized Alignment – Reference Thrust Angle, no Rear Wheel Adjustment	\$79.95	n/a	\$79.95
Computerized Alignment – 4 Wheel Alignment includes Mechanical Rear Adjustments	\$85.95	n/a	\$85.95
4. Automatic Transmission			
Install New Filter, New Pan Gasket and Fluid Change up to 13 qts.	\$68.00	\$143.00	\$211.00
<i>Trans Fluid additional per quart</i>	n/a	\$6.00	\$6.00
5. Battery and Electrical System			
System Check with Volt/Amp Testing Battery	\$31.95	n/a	\$31.95
Recharge Battery	\$20.95	n/a	\$20.95
Replacement (Tested Tough PLUS)	\$16.00	\$99.95	\$115.95
Replacement (Tested Tough MAX)	\$16.00	\$129.95	\$145.95
6. Brake Service			
Car/Lt Truck Front Disc Brakes	\$93.00	\$79.95	\$172.95
Car/Lt Truck Rear Disc Brakes	\$103.00	\$79.95	\$182.95
Car/Lt Truck Replace Front or Rear Disc Brake Pads Only	\$41.00	\$79.95	\$79.95
Super Duty® (F-250–F-350) Front Disc Brakes	\$98.00	\$89.95	\$187.95
Super Duty® (F-250–F-350) Rear Disc Brakes	\$108.00	\$89.95	\$197.95
Super Duty® (F-250–F-350) Replace Front or Rear Disc Pads Only	\$46.00	\$89.95	\$135.95
7. Cooling System			
Cooling System Pressure Test, Replace Antifreeze/Coolant up to 2.5 gallons	\$64.00	\$32.95	\$96.95
<i>Antifreeze/Coolant additional per gallon</i>	n/a	\$13.95	\$13.95
8. Lube, Oil, Filter			
Gas Engine Conventional Oil up to 6 qts.	\$13.00	\$27.95	\$40.95
<i>Gas Engine, Conventional Oil additional per quart</i>	n/a	\$3.85	\$3.85
Gas Engine Full Synthetic Oil up to 6 qts.	\$13.00	\$42.95	\$55.95
<i>Gas Engine, Full Synthetic additional per quart</i>	n/a	\$6.75	\$6.75
Gas Engine Synthetic Blend up to 6 qts.	\$13.00	\$32.95	\$45.95
<i>Gas Engine, Synthetic Blend additional per quart</i>	n/a	\$4.25	\$4.25

Diesel Truck Engine Oil up to 13 qts.	\$29.95	\$85.95	\$115.90
<i>Diesel Truck Engine, Oil additional per quart</i>	n/a	\$4.00	\$4.00
Diesel Truck Engine Full Synthetic Oil up to 13 qts.	\$29.95	\$141.95	\$171.90
<i>Diesel Truck Engine, Full Synthetic additional per quart</i>	n/a	\$9.00	\$9.00
9. Tire Services (Per Tire)			
Mount and Balance New Tire	\$14.00	\$3.95	\$17.95
Flat Repair-Remove, Repair, Mount	\$13.00	\$3.00	\$16.00
Rotate Mounted Tires	\$4.00	n/a	\$4.00
Wheel Balance	\$11.00	\$3.95	\$14.95
10. Wheel Bearing Repack (Per Axle)			
E-Series/Super Duty® Only-Grease and Seal Only	\$42.00	\$39.95	\$81.95
11. Windshield Wipers			
Replace Wiper Blades	\$5.00	\$19.95	\$24.95
Install Snow Blades	\$5.00	\$24.95	\$29.95
Windshield Washer Fluid (fill reservoir)	n/a	\$3.00	\$3.00

1. Available for Ford, Lincoln and Mercury vehicles& all services performed to factory specifications.
2. Tire, Filter, Fluid Disposal Fees are additional.
3. All parts prices assumed at OE level of Ford, Motorcraft® or Omnicraft™ parts line.
4. Maintenance and Repair Services not listed above are to be performed at an **Hourly Labor Rate of \$107.84.**
5. Ford Fleet Pricing Program (Price for Parts will be at **Cost plus 15%**)
5. Front or Rear Disc Brake Service includes pad replacement and resurfacing rotors (except Transit).
6. Brake Service Excludes F-450/F-550 & Med Duty F-650/F-750, DRW Super Duty, Transit Van (Rear Brakes which require axle removal).

EXHIBIT D
SHERIFF'S FLEET- MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe 2WD
Chevrolet	Tahoe 4WD
Chevrolet	Traverse
Chevrolet	Traverse AWD
Dodge	Charger
Ford	Crown Victoria
Ford	E-350
Ford	Expedition
Ford	Explorer
Ford	Explorer 4x4
Ford	F-150
Ford	F-250
Ford	F-350
Ford	Fusion
Ford	Fusion/Hybrid
Ford	PIU
Ford	PIU/Hybrid
Ford	Transit
Nissan	Ultima
Toyota	Camry
Toyota	Camry/Hybrid

Riverside County Sheriff Fleet has approximately 1800 vehicles including but not limited to the above makes and models. Quantity, make, and model of the any vehicle on the list above will fluctuate over time.