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



ITEM: 3.20 (ID # 26896) MEETING DATE: Tuesday, January 28, 2025

FROM:

PURCHASING AND FLEET SERVICES AND SHERIFF, TLMA and FIRE

SUBJECT: PURCHASING & FLEET SERVICES, SHERIFF'S DEPARTMENT, TRANSPORTATION AND LAND MANAGEMENT AND FIRE DEPARTMENT: Approve the Professional Service Agreement Template for Vehicle Towing Services; Approve Multi-Agency Award and Authorize the Purchasing Agent to Enter into and Execute multiple Individual Agreements with seven (7) Contractors on behalf of various Departments through November 30, 2029 for a Total Annual Aggregate Amount not to exceed \$487,857. Districts: All. [\$2,439,285 Total Cost Amongst all Departments; up to \$48,786 in additional annual compensation amongst all Departments - 100% Department Budgets]

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

 Approve the Vehicle Towing Services Professional Service Agreement Template (Attachment A), substantially as to form, to use for agreements with the selected vehicle towing service providers under solicitation PUARC-1727;

Continued on Page 2
ACTION:Policy

Donald Sharp
Donald Sharp, Undersheriff

1/6/2025

1/7/2025

Meghan Hahn Meghan Habn, Director of Procurement

1/7/2025

Rania Odenbaugh, Rania Odenbaugh, Managing Director of TAMA

1/7/2025

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Medina, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent:

None

XC:

January 28, 2025

Purchasing, Sheriff, TLMA, Fire

Kimberly A. Rector

Clerk of the Board

Deputy

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

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

- 2. Approve Multi-Agency Award and Authorize the Purchasing Agent to enter into and execute multiple individual Professional Service Agreements on behalf of the County, substantially conforming in form and substance to the Template, based on the availability of fiscal funding and as approved as to form by County Counsel, with the seven (7) Contractors selected for award, effective upon signature of the parties and terminating no later than November 30, 2029, not to exceed the total annual aggregate amounts per department as listed in Attachment B; and
- 3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel, to take all steps necessary to implement the Agreements, including to: (a) issue purchase orders for services under the Agreements that do not exceed the approved aggregate amounts; (b) sign amendments that include modifications of the scope of services that stay within the intent of the Agreement; and (c) sign amendments related to the compensation provisions that do not exceed the approved departmental annual aggregate contingency amounts listed in Attachment B.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 487,857	\$ 487,857	\$ 2,439,285	\$0
NET COUNTY COST	\$0	\$0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department Budgets			Budget Adju	ustment: No
			For Fiscal Y	ear: 24/25 – 28/29

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### **Summary**

The County of Riverside is the fourth largest county in California with a population of approximately 2.4 million and encompasses approximately 7,303 square miles of land and water. The County provides a wide range of services that include police and fire protection, animal services, code enforcement, social services, land planning and zoning, flood control and waste management, it is important that County employees have reliable transportation to meet the public's needs. For the purposes of protecting the general welfare and the public interests of the community, it is the County's policy to provide well maintained, safe, and presentable transportation equipment for the use of county officers, county employee, and authorized drivers. The use of County fleet vehicles enables county business to be carried out in accordance with county-wide principles and standards.

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

The Departments, as represented in this request, have large and diverse fleets of light, medium, heavy-duty vehicles, and specialized apparatus in order to provide essential services to our constituents. Vehicles may become disabled at any time, which will require 24-hour service from vehicle towing resources located throughout the County. The decision to contract with multiple towing vendors throughout Riverside County allows for multiple contracted options as the County's potential needs exceed the capacity of any single towing provider. Utilizing multiple towing providers throughout the County's five districts ensures that employees are receiving timely response, twenty-four hours per day, every calendar day of the year.

Each participating department as refenced in Attachment B will maintain their own individual Agreements with their selected towing service providers to ensure compliance with their unique operational needs.

#### Impact on Residents and Businesses

The procurement of vehicle towing services has no direct impact on citizens or businesses. The towing companies that were selected for award will enhance the capacity of the Departments Fleet Services by providing dependable service as needed, including emergency roadside assistance.

#### **Additional Fiscal Information**

Estimated annual spend and contingency, for the duration of the period of performance, for each Department is listed below.

DEPARTMENT	FY24/25 through FY28/29	FY24/25 through FY28/29
	Annual, Not to Exceed	Annual Contingency
Sheriff's Department	\$117,857.00	\$11,786.00
Purchasing & Fleet Department	\$270,000.00	\$27,000.00
Transportation Land and Management	\$50,000.00	\$5,000.00
Agency		
Fire Department	\$50,000.00	\$5,000.00
Total Annual	\$487,857.00	\$48,786.00

#### Contract History and Price Reasonableness

On August 12, 2024, the County Purchasing Agent released a Request for Quote (RFQ) PUARC-1727 soliciting bids to establish multi-agencies towing for Sheriff's Department, Fire Department, County Fleet Services, Transportation and Land Management Agency, and Flood Control department. The bid closed on August 28, 2024 and seven (7) responses were received. After careful review of rates and service zone areas, the decision was made to award

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

all seven vendors to cover the towing services needs of all departments and across all areas based on each vendor's response to equipment capacity and license requirements.

The Flood Control department will take their respective agreements, estimated with a total annual value of \$30,000, to their respective Board for approval. Flood did participate in the RFQ and will be utilizing those towing service contractors that best meet their needs. The amount and reference included in this action item is to provide transparency for cost amongst all County departments and agencies; it is not included in the overall amount being requested for approval as Flood's spend amount must go through its own process as a special district.

This multi-agency awarding approach will ensure each department will be responsible for managing their respective Agreements, including amendments as applicable, tracking spend, collaborating with the awarded contractors for services, and handling any performance issues directly.

#### ATTACHMENTS:

Attachment A - Towing Services Agreement Template

Attachment B – Awarded Vendors by Department with Contract ID and Funding Amounts

Stady Orton, Assignant Director of Purchasing 1/9/2025 Jason Farin, Principal Policy Analyst 1/14/2025

Rebecca S Cortez, Principal Management Analyst 1/14/2025 Veronica Santillan, Principal Management Analyst 1/16/2025

Aaron Gettis, Chief of Deput County Counsel 1/14/2025

## PROFESSIONAL SERVICE AGREEMENT

for

# VEHICLE TOWING SERVICES

between

## **COUNTY OF RIVERSIDE**

and

(INSERT CONTRACTOR NAME)

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This Agreement is made and entered into by and between (Insert Contractor Legal Name), a (Insert State of Incorporation and Entity Type), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, on behalf of its (insert department/agency), a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

## 1. <u>Description of Services</u>

- **1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Vehicle Towing Service Rates, 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 B. 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, 2029, 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 B, Vehicle Towing Service Rates. The CONTRACTOR is one of several service providers selected through competitive bid solicitation (RFQ PUARC-1727) to provide towing services for (insert department/agency name). The maximum amount payable by COUNTY to all service providers, including CONTRACTOR, for towing services rendered to (insert department/agency name), shall not exceed a total annual amount of (insert approved dept./agency annual amount) (\$XXXXXX), collectively, 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 B, 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 Items Riverside-San Bernardino-Ontario CA areas for the twelve (12) month period January through January immediately preceding the adjustment 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 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 ordering department/division:

#### INSERT DEPARTMENT NAME AND FISCAL INFORMATION FOR INVOICING

- 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 (INSERT Agreement Number); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered 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 designee are 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 thirty (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, she 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 thirty (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. <u>Inspection of Service; Quality Control/Assurance</u>

- 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 Individuals 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 9 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. <u>Use By Other Political Entities</u>

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/mental disability, medical condition, marital status sex, age, or veteran or military status of any person 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. §12101 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 (5) 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 COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to 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 (2) days after their deposit in the United States mail, postage prepaid:

# **COUNTY OF RIVERSIDE**

**CONTRACTOR** 

(Insert Department contact information)

(Insert contractor contact information)

#### 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 ten (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's, 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:

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

- 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.
- 23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement

are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement for towing services on behalf of the (insert department/agency name).

COUNTY OF RIVERSIDE, a political subdivision of the State of California	INSERT CONTRACTOR NAME a (Insert State of Incorporation and Entity Type
By:	Ву:
By:	Name
Title	Title
Dated:	Dated:
ATTEST:	
Kimberly A. Rector	By:
Clerk of the Board	Name
	Title
By:	Dated:
Deputy	
APPROVED AS TO FORM: Minh C. Tran County Counsel	
By: Name Deputy County Counsel	
Dated:	

# EXHIBIT A SCOPE OF SERVICES

#### A.1 REQUIREMENTS

- **A.1.1** CONTRACTOR will provide towing services for various types of disabled vehicle and the type of assistance needed. Automobiles and light to medium duty trucks will be towed using a tilt-bed wrecker, a standard wrecker with underbody wheel lift system or wheel dolly equipment. The COUNTY may specify a tilt-bed wrecker whenever the requesting personnel require it to be the most appropriate method. Wreckers dispatched to tow single-axle, heavy-duty trucks and minibuses must have a rated minimum towing capacity of 32,000 Gross Vehicle Weight Rating (GVWR).
- **A.1.2** CONTRACTOR must be able to provide capabilities of light, medium and heavy-duty towing services vehicles ranging from 10,000 to 32,000 GVWR.
- **A.1.3** CONTRACTOR must provide size, age, accident history, safety, upkeep and state of art the art character of the Proposer's vehicle fleet and related equipment.
- **A.1.4** CONTRACTOR must have a program for conducting routine vehicle and equipment inspections and provide the COUNTY a copy of program.
- **A.1.5** Towing company must be able to provide towing services on an as-needed basis from the location of the disabled vehicle to the designated repair facility. The towing company will be required to deliver disabled vehicles to Riverside County Fleet Services facility locations and on occasion be required to tow to other locations. If a County vehicle breaks down after hours (between 4:30 PM-7:00 AM), the towing company will be required to deliver the disabled vehicle to the requested Riverside County facility or another authorized location.
- **A.1.6** CONTRACTOR must be able to maintain and provide proof of current insurance and Department of Motor Vehicles (DMV) registrations for each towing vehicle used to transport COUNTY vehicles.
- **A.1.7** CONTRACTOR must be able to submit appropriate State and Federal level criminal background clearance(s) for all tow truck drivers.
- **A.1.8** Towing company must ensure that all services, costs, and materials used in towing meet specifications for State of California and CAL/OSHA regulations, as applicable.
- A.1.9 CONTRACTOR is not allowed to be sub-contracted without written permission from the COUNTY.
- A.1.10 CONTRACTOR must own or lease, for exclusive use, all equipment used to perform services.
- **A.1.11** CONTRACTOR upon request shall allow the COUNTY the opportunity to inspect Towing Company's equipment and facility(ties)

- **A.1.12** CONTRACTOR invoices will include County Department Name, File Number, Vehicle Information, Date, Date of Storage (if applicable), reason for storage (if applicable), and from and to location of vehicles being towed.
- **A.1.13** CONTRACTOR will provide services on an "as needed" basis in established Riverside County District Boundaries as outlined below:

Insert Zones as applicable to vendor services

ZONE #	Cities/Communities	
ZONE #	Cities/Communities	

## **A.2 CONTRACTOR RESPONSIBILITIES**

- **A.2.1** CONTRACTOR shall provide towing services on an as-needed basis from the location of the disabled vehicle to the designated repair facility. The towing company will be required to deliver disabled vehicles to Riverside County Fleet Services facility locations and on occasion be required to tow to other locations. If a COUNTY vehicle breaks down after hours (after 4:30 PM), the towing company will be required to deliver the disabled vehicle to the nearest Riverside COUNTY Fleet facility and then transport the COUNTY employee(s) to a requested designation.
- **A.2.2** CONTRACTOR must be able to respond to the disabled vehicle location within 45 minutes of receiving a request for towing services, unless the County employee initiating the request authorizes additional time.
- **A.2.3** CONTRACTOR must immediately, upon receiving a request for towing service, advise the COUNTY employee if a tow truck cannot respond to the disabled vehicle with 45 minutes. The County reserves the right to request a tow unit from another contractor when CONTRACTOR cannot respond within the required 45 minutes.
- **A.2.4** CONTRACTOR'S dispatched tow truck must be able to communicate via radio or cell phone. CONTRACTOR shall equip all towing vehicles with cellular phones and the cellular phone number shall be provided to requesting County Department at the time the services are request. CONTRACTOR shall follow all laws relating to the use of cellular phones while driving.
- **A.2.5** CONTRACTOR shall provide the COUNTY with single telephone number to be used for requesting tow services, 24 hours a day, seven (7) days a week. The phone number must be answered by a person who can dispatch tow trucks and give the requesting employee an accurate estimated time of arrival (ETA), or scheduled towing when immediate service is not being requested.
- **A.2.6** CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the COUNTY.
- **A.2.7** CONTRACTOR'S towing vehicle(s) shall be required to be properly identified with the company logo and employees shall be required to be properly identified by attire and/or with name badge.

- **A.2.8** CONTRACTOR'S tow truck drivers shall be eighteen (18) years of age or older with a valid California driver's license in their immediate possession Class A, B or C depending on the GVWR capacity to operate the appropriate class of tow truck they are driving.
- **A.2.9** CONTRACTOR shall contact the requesting COUNTY department immediately if they are unable to locate the vehicle for additional directions.
- **A.2.10** CONTRACTOR shall respond promptly to County's inquiry regarding the status of any County vehicle being towed.
- **A.2.11** CONTRACTOR shall not authorize another company or person to fill a service request assigned by the County to that CONTRACTOR.
- **A.2.12** CONTRACTOR shall deliver the County vehicles(s) to the designated County facility as directed by the COUNTY.
- **A.2.13** CONTRACTOR shall fully protect County vehicles entrusted to CONTRACTOR's care while providing towing services.
- **A.2.14** CONTRACTOR shall be responsible for all claims for damage sustained to County vehicles and/or property from the origin of towing to the destination while providing the towing services.
- **A.2.15** CONTRACTOR shall provide towing services in compliance with all applicable County, State and Federal laws rules and regulations for the provision of such services, including all air emission requirements.
- **A.2.16** CONTRACTOR shall maintain all equipment in good mechanical condition during the term of the AGREEMENT.
- **A.2.17** CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary accomplish the requested towing services at no additional expense to the COUNTY.
- **A.2.18** CONTRACTOR shall equip all towing vehicles with the necessary equipment to perform emergency and non-emergency towing and recovery according to industry standards.
- **A.2.19** CONTRACTOR shall have operable towing vehicles and personnel available to service any special towing needs of the County occasioned by special events requiring towing, including but not limited to, declared emergencies or disaster readiness, as determined by the COUNTY.
- **A.2.20** CONTRACTOR agree that there will be no markings on its vehicles, building or correspondence that advertises or tends to advertise an official relationship between CONTRACTOR and COUNTY.

## A.3 LICENSING/SECURITY REQUIREMENTS

**A.3.1** CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle upon award of an Agreement.

- **A.3.2** CONTRACTOR shall ensure it holds the insurance and required license under both state and local jurisdictions and they remain current during the full term of the Agreement.
- **A.3.3** CONTRACTOR shall ensure each of its drivers hold required license under both state and local jurisdictions and they remain current during the full term of this Agreement.
- **A.3.4** CONTRACTOR shall ensure that all services and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- **A.3.5** CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel.
- A.3.6 CONTRACTOR shall NOT allow their employees to tow COUNTY vehicles if that employee has:
  - 1. An active criminal warrant.
  - 2. A conviction for any felony, on parole for such felony or who has been released from custody for such felony within that previous ten (10) years.
  - 3. A misdemeanor conviction of drug related charges within the previous five (5) years
  - 4. A non-drug related misdemeanor or petty offense conviction within the past three (3) years.
- **A.3.7** CONTRACTOR is responsible for the cost of the State and Federal level criminal background check(s)

#### A.4 DOCUMENTATION OF SERVICES

- **A.4.1** CONTRACTOR shall maintain appropriate records documenting all of the services provided on behalf of the COUNTY.
- **A.4.2** Incident reports- The CONTRACTOR will document all incidents involving COUNTY vehicles. Examples of incidents include, but are not limited to, serious physical harm to COUNTY employees or serious destruction of property. The CONTRACTOR will notify appropriate COUNTY personnel within twenty-four (24) hours of any serious incidents affecting COUNTY employees' welfare.

## A.5 REIMBURSEMENT

- **A.5.1** Reimbursement for the cost of delivering the services described in this AGREEMENT shall not exceed the negotiated rate resulting from negotiations with the COUNTY.
- **A.5.2** The COUNTY shall pay awarded CONTRACTOR for services performed and expenses incurred not to exceed the maximum agreement amount. Compensation shall be paid in accordance with a properly prepared invoice submitted to COUNTY. COUNTY shall pay the approved invoice thirty (30) working days from the date received.

# EXHIBIT B VEHICLE TOWING SERVICE RATES

Table to be inserted with specific contractor rates and service offerings

TYPE OF TOWING	<u>VEHICLE TYPE</u>	TOWING EQUIPMENT	COST PER HOOKUP/LOADED MILE ZONE #	
Normal Tow up to 12,000 GVWR	Car, Van ,SUV, Truck	Standard Wrecker or Tilt bed	A	
Normal Tow over 12,000 GVWR	Car, Van ,SUV, Truck	Standard Wrecker or Tilt bed		
Long Distance Tow More than 30 miles	Car, Van, SUV, Truck	Standard Wrecker or Tilt bed		
Specialized Towing				
TYPE OF TOWING	VEHICLI	E TYPE	COST	
*Transport County Employee from site of Service provided to desired destination  *If a breakdown occurs after hours (between 4:30 PM-7:00 AM), CONTRACTOR will be required to deliver the disabled vehicle to the nearest Riverside County Fleet facility and then transport the County employee(s) to requested destination.				
When requested by County, CONTRACTOR will be able to store vehicles within a building, or an enclosed area surrounded by a sturdy wall or fence that complies with local jurisdiction requirements. For reasons related to criminal investigations, evidence preservation, or other				
pertinent matters, the operation must maintain an enclosed locked storage where the storage spaces shall be protected from weather elements, tampering, and contamination.				

## **Attachment B**

#### 1. Sheriff's Department Professional Service Agreements:

- SHARC-96890-005-11/29 with Limor Enterprise, dba Auto Aide Towing
- SHARC-96890-003- 11/29 with B.C. Ventures Inc., dba Classic Auto Towing
- SHARC-96890-002- 11/29 with Complete Towing & Recover
- SHARC-96890-001- 11/29 with G. Brown Corp, dba Town & Country Towing
- SHARC-96890-004- 11/29 with Life Savers Towing;
- SHARC-96890-006-11/29 with Stagecoach Towing;
- SHARC-96890-007-11/29 with Statewide Road Solutions LLC for Vehicle Towing Services

## 2. Purchasing and Fleet Services Department Professional Service Agreements:

- PUARC-96890-005-11/29 with Limor Enterprise, dba Auto Aide Towing
- PUARC-96890-003-11/29 with B.C. Ventures Inc., dba Classic Auto Towing
- PUARC-96890-002-11/29 with Complete Towing & Recover
- PUARC-96890-001-11/29 with G. Brown Corp, dba Town & Country Towing
- PUARC-96890-004-09/29 with Life Savers Towing;
- PUARC-96890-006-11/29 with Stagecoach Towing:
- PUARC-96890-007-11/29 with Statewide Road Solutions LLC for Towing Services

## 3. Transportation Land and Management Agency Professional Service Agreements:

- TLARC-96890-005-11/29 with Limor Enterprise, dba Auto Aide Towing
- TLARC-96890-003-11/29 with B.C. Ventures Inc., dba Classic Auto Towing;
- TLARC-96890-002-11/29 with Complete Towing & Recover
- TLARC-96890-001-09/29 with G. Brown Corp. dba Town & Country Towing
- TLARC-96890-004-09/29 with Life Savers Towing
- TLARC-96890-006-11/29 with Stagecoach Towing:
- TLARC-96890-006-11/29 with Statewide Road Solutions LLC for Towing Services

## 4. Fire Department Professional Service Agreements:

- FPARC-96890-005-09/29 with Limor Enterprise, dba Auto Aide Towing
- FPARC-96890-003-09/29 with B.C. Ventures Inc., dba Classic Auto Towing
- FPARC-96890-002-09/29 with Complete Towing & Recover
- FPARC-96890-001-09/29 with G. Brown Corp, dba Town & Country Towing
- FPARC-96890-004-09/29 with Life Savers Towing
- FPARC-96890-006-09/29 with Stagecoach Towing
- FPARC-96890-007-09/29 with Statewide Road Solutions LLC for Towing Services

# **Departmental Annual and Contingency Allocation:**

DEPARTMENT	FY24/25 thru FY28/29 Annual Amount Not to Exceed	FY24/25 thru FY28/29 Annual Amount Not to Exceed
Sheriff's Department	\$117,857.00	\$11,786.00
Purchasing & Fleet Department	\$270,000.00	\$27,000.00
Transportation Land and Management agency	\$50,000.00	\$5,000.00
Fire Department	\$50,000.00	\$5,000.00
Total Annual	\$487,857.00	\$48,786.00

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Total Annual	\$487,857.00	\$48,786.00