

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



ITEM: 3.24
(ID # 26880)

MEETING DATE:
Tuesday, January 28, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreements for Auto Body Collision Repair and Paint Services with the Following Six Vendors: Woodcrest Collision Center LLC, Fiesta Ford Inc. DBA I-10 Auto Body, Warren-Anderson Ford DBA Fritts Ford, Palm Springs Motors, Inc., Mr. Bill's Touch Up Services Inc., and 2 Easy Inc. DBA Maaco Auto Body and Paint, for the Total Aggregate Amount of \$4,500,000 for Five Years through November 29, 2029 and Authorize the Chair of the Board to Sign the Agreements on Behalf of the County. All Districts. [Total Aggregate - \$4,500,000; up to \$450,000 in additional compensation; 55% Contract Cities Revenue; 45% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreements for auto body collision repair and paint services with Woodcrest Collision Center LLC, Fiesta Ford Inc. DBA I-10 Auto Body, Warren-Anderson Ford DBA Fritts Ford, Palm Springs Motor, Inc., Mr. Bill's Touch Up Services, and 2 Easy Inc. DBA Maaco Auto Body and Paint for five (5) years through November 29, 2029 ("Agreements") for an aggregate amount of \$4,500,000 with up to \$450,000 in additional compensation amongst all contractors;

Continued on Page 2

ACTION:Policy


Zachary Hall, ASSISTANT SHERIFF 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
Date: January 28, 2025
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Chair of the Board to execute the Agreements on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on availability of fiscal funding and as approved to form by County Counsel to (a) sign amendments that exercise the options of Agreements, including modifications of the scope of services that stay within the intent of the Agreements; (b) move the aggregate funds among the vendors, (c) sign amendments to the compensation provisions that do not exceed the sum of the total of ten (10%) percent of the total annual cost of the Agreements; and (d) issue Purchase Orders for the goods/services provided not to exceed the total program aggregate amount as approved.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 700,000	\$ 900,000	\$ 4,950,000	\$ 0
NET COUNTY COST	\$ 315,000	\$ 405,000	\$ 2,227,500	\$ 0
SOURCE OF FUNDS: 55% Contract Cities Revenue; 45% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 29/30	

C.E.O. RECOMMENDATION: Approve

BR# 25-036

BACKGROUND:

Summary

The Riverside Sheriff's Office (RSO) needs to have vehicles in prime condition, ready for immediate deployment. RSO has a fleet of 1,987 varying highway use vehicles to provide law enforcement services to both contract cities and the unincorporated areas. Often, while on patrol and carrying out RSO's objective to protect and serve the communities, vehicles in collision can suffer varying degrees of damage that need to be addressed promptly. Timely collision repair is crucial for the safe use of the vehicle. In addition, reducing vehicle downtime is necessary to increase productivity and improve public safety measures.

RSO is seeking approval to award six (6) bidders who participated in the automotive paint and body repairs bid. Riverside County encompasses a large geographical area of more than 7,300 square miles, stretching from Blythe to Corona. Based on RSO's fleet size, it is imperative that multiple contractors are available countywide to address the immediate needs of RSO on an as-needed basis. Maintaining a fleet that is ready for immediate deployment enhances RSO's ability to respond to emergencies and perform critical duties.

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

Price Reasonableness

County Purchasing, on behalf of RSO, issued a Request for Quotation (RFQ) # SHARC-547 for Auto Body Collision Repair and Paint Services on August 1, 2024. The bid was advertised on PublicPurchase.com. The bid notification was sent to nineteen (19) bidders, twelve (12) of them downloaded the bid, and six (6) of them submitted a cost proposal. All 6 vendors indicated they can meet the requirements for the scope of work that was part of the RFQ and therefore are selected to be included as part of this approved vendor list.

RSO is requesting an aggregate amount of \$4.5 million to be spent between all 6 vendors over the 5-year term for collision repair services. In addition, RSO is requesting a 10% contingency in the amount of \$450,000 to allow for additional repair services. The 5-year annual amount, including the 10% contingency, will total \$4.95 million. This amount will be paid through RSO's budget, with 55% of the cost billed to Contract Cities.

Impact on Residents 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 access to repair and rapid turnaround helps maintain public safety and ensures officers can respond promptly to the scene of incidents, patrol the communities, and provide the necessary law enforcement services.

ATTACHMENTS

Professional Services Agreement (1 copy each):

1. SHARC-95330-006-11/29 Woodcrest Collision Center LLC Agreement
2. SHARC-95330-002-11/29 Fiesta Ford Inc. (DBA 110 Auto Body) Agreement
3. SHARC-95330-003-11/29 Warren-Anderson Ford (DBA Fritts Ford) Agreement
4. SHARC-95330-005-11/29 Palm Springs Motor, Inc. Agreement
5. SHARC-95330-004-11/29 Mr. Bill's Touch Up Services Agreement
6. SHARC-95330-001-11/29 2 Easy Inc. (DBA Maaco Auto Body and Paint) Agreement


Stacy Orton, Assistant Director of Purchasing

1/7/2025


Rebecca S. Cortez, Principal Management Analyst

1/19/2025


Aaron Gettis, Chief of Deputy County Counsel

1/6/2025

PROFESSIONAL SERVICES AGREEMENT

for

AUTO BODY COLLISION REPAIR AND PAINT SERVICES

between

COUNTY OF RIVERSIDE

and

WOODCREST COLLISION CENTER, LLC

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This Agreement made and entered into by and between Woodcrest Collison Center, LLC, a California Limited Liability Company, (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, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C RSO Fleet.

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 this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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, Payment Provisions. The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of Seven Hundred Fifty Thousand dollars (\$750,00.00) during the Period of

Performance, 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 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
Riverside County Sheriff's Office
7195 Alessandro Blvd.
Riverside, CA 92506
Preferred to email to following:
RSOFLEET@RIVERSIDESHERIFF.ORG

- 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-95330-006-11/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears.
- c) All repair invoices submitted for payment shall include a copy of the CONTRACTOR service/work order that lists the requested reason for service.

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 Codes, 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 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. 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. 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Office
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing

CONTRACTOR

Woodcrest Collision Center
16045 Wood Road #3
Riverside, CA 92508
Attn: Alan Johnson
alan@woodcrestcollision.com

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 \$2,000,000 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 ELECTRONIC SIGNATURES: 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 of the 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 signature(s) included herein 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. 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.

23.13 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.

[signature page to follow]

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: 
V. Manuel Perez, Chair
Board of Supervisors

Dated: 1/28/2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel
Dated: Dec 18, 2024

WOODCREST COLLISION CENTER, LLC,
a California limited liability company

By: ALAN JOHNSON
ALAN JOHNSON (Dec 17, 2024 10:38 PST)
Name: Alan Johnson
Title: Operations Manager

Dated: Dec 17, 2024

EXHIBIT A SCOPE OF SERVICE

Purpose and Background: Woodcrest Collision Center, LLC, a California Limited Liability Company, (CONTRACTOR) shall provide the COUNTY with autobody collision repair and paint services.

1. QUALIFICATIONS

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

1.2 CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. The CONTRACTOR shall provide record of performance to the COUNTY when requested and must continue to have satisfactory performance within the term of this Agreement.

1.3 CONTRACTOR must be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit

1.4 The CONTRACTOR's technicians servicing COUNTY vehicles shall be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent. Proof of this certification may be requested and provided to the COUNTY.

1.5 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 C (Sheriff's Fleet- Make and Models) page 28.

1.6 Requirements of South Coast Air Quality Management District (AQMD) and as applicable per type of vehicle and regulation must be followed. The CONTRACTOR shall be responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.

1.7 Warranties 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 COUNTY

2. SERVICES

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

- a) Body Repair
- b) Frame Repair
- c) Paint Work

- d) Glass Repair/Replacement
- e) Suspension Repair
- f) Brake Repair
- g) Steering Repair
- h) Electrical Repair
- i) Airbag System Repair
- j) Component Replacement

2.1 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.

2.2 CONTRACTOR shall complete repairs according to the following turnaround times:
The COUNTY Sheriff's Office requires repairs to be completed in a reasonable time. If delays should arise, the Sheriff's Office requests that it be communicated to the COUNTY designated Fleet Department contact at email address: rsfleet@riversidesheriff.org

2.3 Written Estimates, Diagnostic and Labor Cost Pricing-. 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 include applicable sale tax.

2.3.1 CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty.

2.3.2 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

2.4 Required Approvals - Vehicle service process shall include the following:
CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the COUNTY's designated Sheriff's Fleet Department contact/project manager/fleet service manager 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. The COUNTY will not be responsible for any charges resulting from repairs made without the required approval.

2.5 Site of Work to be Performed :

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. 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. 2.6 Security of Vehicles: 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.

2.6.1 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.

a) 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.

b) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

2.7 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.

2.8 Inspection of Work - The COUNTY shall have the right to inspect and 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 sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the COUNTY.

2.9 Monitoring/ Auditing of Automotive Repairs - COUNTY may, at its discretion, randomly audit and/or monitor repairs performed on COUNTY vehicles submitted for maintenance and repair. All maintenance and repairs will be subject to random monitoring within 30 days of the completion of work.

2.10 Parts -All parts shall meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable upon review and approval by the COUNTY. No used parts will be installed. The exception of used/reconditioned parts may be acceptable for body and/or interior work provided the parts meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the COUNTY and or designee authorizing their use before being purchased and installed by the CONTRACTOR. COUNTY reserves the option of providing the CONTRACTOR any parts required to effect maintenance and/or repairs to COUNTY vehicles.

2.11 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 claim.

2.12 CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair

- a) Warranties - Repair work performed by the CONTRACTOR shall be warrantied at a minimum 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.
- 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.

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 for updating all addresses 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. Contract Representative and an approved alternate shall be

available locally Monday through Friday during standard business hours. This Contract Representative shall provide overall management and coordination of the Contract on the Proposer's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

Sites / Bureaus by Region

The Sheriff's Department is divided into 4 Regions as noted below. Use this list as a reference when completing the following section to identify the service you are able to provide in each area.

HEADQUARTERS REGION	
Site/Bureau	Address
Coroner West/Public Admin	800 S. Redlands Avenue, Perris, CA 92570
Perris Station	137 N. Perris Blvd., Ste. A, Perris, CA 92570
Special Enforcement Bureau	24312 Daytona Cove, Perris, CA 92570
BCTC	16791 Davis Avenue, Riverside, CA 92518
Sheriff's Fleet Unit	7195 Alessandro Blvd., Riverside, CA 92506
Moreno Valley Station	22850 Calle San Juan De Los Lagos, Moreno Valley, CA 92553
Administration	4095 Lemon Street, Riverside, CA 92501
Robert Presley Detention Center	4000 Orange Street, Riverside, CA 92501
Jurupa Valley Station	7477 Mission Blvd., Jurupa Valley, CA 92509
HDT/SIB/TSB	1500 Castellano Rd., Riverside, CA 92509
CAL-ID	1260 Palmyrita Avenue, Riverside, CA 92507
Norco Station	2870 Clark Avenue, Norco, CA 92860
Professional Standards Bureau	3403 Tenth St, Suite 110, Riverside, CA 92501
Forensics	137 N. Perris Blvd., Ste. B, Perris, CA 92570
REGION 1	
Site/Bureau	Address
Lake Mathews Station	9 Latitude Way, Corona, CA 92881
Lake Elsinore Station	333 Limited Avenue, Lake Elsinore, CA 92530
Southwest Station	30755-A Auld Road, Murrieta, CA 92563
Cois Byrd Detention Center	30755-B Auld Road, Murrieta, CA 92563
Hemet Station	43950 Acacia Avenue, Suite B, Hemet, CA 92544
Lake Hemet Substation	56550 Highway 74, Mountain Center, CA 92561
San Jacinto Station	160 W. Sixth Street, San Jacinto, CA 92583
Cabazon Station	50290 Main Street, Cabazon, CA 92230
Larry D. Smith Correctional Facility	1627 S. Hargrave St., Banning, CA 92220
Courts-Central	30755-D Auld Road, Suite L067, Murrieta, CA 92563

Aviation	4850 W. Stetson Avenue, Hemet, CA 92545
REGION 2	
Site/Bureau	Address
Palm Desert Station	73-705 Gerald Ford Drive, Palm Desert, CA 92211
Dispatch-East	73520 Fred Waring, Palm Desert, CA 92260
Coroner East	47255 Oasis Street, Indio, CA 92201
John J. Benoit Detention Center	82675 Highway 111, Indio, CA 92201
Thermal Station	86625 Airport Boulevard, Thermal, CA 92274
Mecca Station	91260 Avenue 66, Mecca, CA 92254
Courts-East	46200 Oasis Street, Rm. B15, Indio, CA 92201
REGION 3	
Site/Bureau	Address
Colorado River Station	260 N. Spring Street, Blythe, CA 92225
Blythe Jail	260 N. Spring Street, Blythe, CA 92225

(Sample) FLEETS VEHICLE INSPECTION CHECKLIST

Riverside County Sheriff Fleet Division

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

Vehicle # _____

Work Order or Invoice# _____

Inspection Items	Failed	Corrected	N/A
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 %			
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 / Trapped foreign material)			
Wash and vacuum vehicle (after the road test)			
COMMENTS:			

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

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

Via Email at RSOfleetf@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

EXHIBIT B
PAYMENT PROVISIONS

HOURLY LABOR RATES:

Auto Body and Paint

I. Refinish Labor \$ 95.00 /HR

II. Body Labor \$ 95.00 /HR

Labor rate not covered above for services selected \$ 95.00 /HR

PARTS AND MATERIALS:

Parts OEM \$ _____ Per Vehicle \$ 65.00 /HR

Parts Aftermarket \$ _____ Per Vehicle \$ 65.00 /HR

Paint Material \$ _____ Per Vehicle \$ 65.00 /HR

EXHIBIT C
SHERIFF's FLEET – MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe2WD
Chevrolet	Tahoe4WD
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	Altima
Toyota	Camry
Toyota	Camry/Hybrid

This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2xQmK9NMIFytEDD9tg0XqqV2UvPZURGo

"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History



Document created by SAMUEL COX (SLCOX@RIVCO.ORG)

2024-12-18 - 0:35:04 AM GMT



Document emailed to ALAN JOHNSON (alan@woodcrestcollision.com) for signature

2024-12-18 - 0:35:09 AM GMT



Email viewed by ALAN JOHNSON (alan@woodcrestcollision.com)

2024-12-18 - 0:36:25 AM GMT



Document e-signed by ALAN JOHNSON (alan@woodcrestcollision.com)

Signature Date: 2024-12-18 - 0:38:26 AM GMT - Time Source: server



Document emailed to AMRIT DHILLION (adhillon@rivco.org) for signature

2024-12-18 - 0:38:28 AM GMT



Email viewed by AMRIT DHILLION (adhillon@rivco.org)

2024-12-19 - 0:11:55 AM GMT



Document e-signed by AMRIT DHILLION (adhillon@rivco.org)

Signature Date: 2024-12-19 - 0:12:10 AM GMT - Time Source: server



Agreement completed.

2024-12-19 - 0:12:10 AM GMT



Adobe Acrobat Sign

PROFESSIONAL SERVICES AGREEMENT

for

AUTO BODY COLLISION REPAIR AND PAINT SERVICES

between

COUNTY OF RIVERSIDE

and

FIESTA FORD, INC. DBA I10 AUTO BODY

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This Agreement made and entered into by and between FIESTA FORD, INC., a California Corporation, DBA I10 AUTO BODY (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, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C RSO Fleet.

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, Payment Provisions. The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of Seven Hundred Fifty Thousand Dollars (\$750,00.00) during the Period of

Performance, 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 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
Riverside County Sheriff's Office
7195 Alessandro Blvd.
Riverside, CA 92506
Preferred to email to following:
RSOFLEET@RIVERSIDESHERIFF.ORG

- 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-95330-002-11/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears.
- c) All repair invoices submitted for payment shall include a copy of the CONTRACTOR service/work order that lists the requested reason for service.

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 Codes, 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 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. 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. 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Office
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing

CONTRACTOR

Fiesta Ford DBA I10 Auto Body
79025 Ave 40
Indio, CA 92203
Attn: Elena Avalos
eavalos@fiestford.com

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 \$2,000,000 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

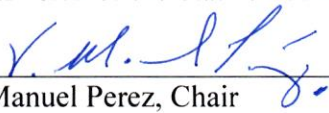
23.12 ELECTRONIC SIGNATURES: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements 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 signature(s) included herein 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. 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.

23.13 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.


[signature page to follow]

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: 
V. Manuel Perez, Chair
Board of Supervisors

Fiesta Ford, INC. DBA I10 AUTOBODY,
a California corporation

By: 
ELENA AVALOS (Dec 17, 2024 16:30 PST)
Elena Avalos
Business Manager


Dated: 1/28/2025

Dated: Dec 17, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel
Dated: Dec 18, 2024

JAN 28 2025 3.24

EXHIBIT A SCOPE OF SERVICE

Purpose and Background: Fiesta Ford, Inc. DBA I10 Auto Body (CONTRACTOR) shall provide the COUNTY with autobody collision repair and paint services.

1. QUALIFICATIONS

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

1.2 CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. The CONTRACTOR shall provide record of performance to the COUNTY when requested and must continue to have satisfactory performance within the term of this Agreement.

1.3 CONTRACTOR must be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit

1.4 The CONTRACTOR's technicians servicing COUNTY vehicles shall be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent. Proof of this certification may be requested and provided to the COUNTY.

1.5 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 C (Sheriff's Fleet- Make and Models) page 28.

1.6 Requirements of South Coast Air Quality Management District (AQMD) and as applicable per type of vehicle and regulation must be followed. The CONTRACTOR shall be responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.

1.7 Warranties 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 COUNTY

2. SERVICES

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

- a) Body Repair
- b) Frame Repair
- c) Paint Work
- d) Glass Repair/Replacement
- e) Suspension Repair
- f) Brake Repair
- g) Steering Repair
- h) Electrical Repair
- i) Airbag System Repair
- j) Component Replacement

2.1 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.

2.2 CONTRACTOR shall complete repairs according to the following turnaround times:
The COUNTY Sheriff's Office requires repairs to be completed in a reasonable time. If delays should arise, the Sheriff's Office requests that it be communicated to the COUNTY designated Fleet Department contact at email address: rsfleet@riversidesheriff.org

2.3 Written Estimates, Diagnostic and Labor Cost Pricing-. 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 include applicable sale tax.

2.3.1 CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty.

2.3.2 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

2.4 Required Approvals - Vehicle service process shall include the following:
CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the COUNTY's designated Sheriff's Fleet Department contact/project manager/fleet service manager 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. The COUNTY will not be responsible for any charges resulting from repairs made without the required approval.

2.5 Site of Work to be Performed :

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. 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. 2.6 Security of Vehicles; 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.

2.6.1 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.

- a) 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.
- b) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

2.7 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.

2.8 Inspection of Work - The COUNTY shall have the right to inspect and 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 sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the COUNTY.

2.9 Monitoring/ Auditing of Automotive Repairs - COUNTY may, at its discretion, randomly audit and/or monitor repairs performed on COUNTY vehicles submitted for maintenance and repair. All maintenance and repairs will be subject to random monitoring within 30 days of the completion of work.

2.10 Parts -All parts shall meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable upon review and approval by the COUNTY. No used parts will be installed. The exception of used/reconditioned parts may be acceptable for body and/or interior work provided the parts meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the COUNTY and or designee authorizing their use before being purchased and installed by the CONTRACTOR. COUNTY reserves the option of providing the CONTRACTOR any parts required to effect maintenance and/or repairs to COUNTY vehicles.

2.11 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 claim.

2.12 CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair

- a) Warranties - Repair work performed by the CONTRACTOR shall be warrantied at a minimum 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.
- 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.

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 for updating all addresses 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. Contract Representative and an approved alternate shall be available locally Monday through Friday during standard business hours. This Contract Representative shall provide overall management and coordination of the Contract on the Proposer's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

Sites / Bureaus by Region

The Sheriff's Department is divided into 4 Regions as noted below. Use this list as a reference when completing the following section to identify the service you are able to provide in each area.

HEADQUARTERS REGION	
Site/Bureau	Address
Coroner West/Public Admin	800 S. Redlands Avenue, Perris, CA 92570
Perris Station	137 N. Perris Blvd., Ste. A, Perris, CA 92570
Special Enforcement Bureau	24312 Daytona Cove, Perris, CA 92570
BCTC	16791 Davis Avenue, Riverside, CA 92518
Sheriff's Fleet Unit	7195 Alessandro Blvd., Riverside, CA 92506
Moreno Valley Station	22850 Calle San Juan De Los Lagos, Moreno Valley, CA 92553
Administration	4095 Lemon Street, Riverside, CA 92501
Robert Presley Detention Center	4000 Orange Street, Riverside, CA 92501
Jurupa Valley Station	7477 Mission Blvd., Jurupa Valley, CA 92509
HDT/SIB/TSB	1500 Castellano Rd., Riverside, CA 92509
CAL-ID	1260 Palmyrita Avenue, Riverside, CA 92507
Norco Station	2870 Clark Avenue, Norco, CA 92860
Professional Standards Bureau	3403 Tenth St, Suite 110, Riverside, CA 92501
Forensics	137 N. Perris Blvd., Ste. B, Perris, CA 92570
REGION 1	
Site/Bureau	Address
Lake Mathews Station	9 Latitude Way, Corona, CA 92881
Lake Elsinore Station	333 Limited Avenue, Lake Elsinore, CA 92530
Southwest Station	30755-A Auld Road, Murrieta, CA 92563
Cois Byrd Detention Center	30755-B Auld Road, Murrieta, CA 92563
Hemet Station	43950 Acacia Avenue, Suite B, Hemet, CA 92544
Lake Hemet Substation	56550 Highway 74, Mountain Center, CA 92561
San Jacinto Station	160 W. Sixth Street, San Jacinto, CA 92583
Cabazon Station	50290 Main Street, Cabazon, CA 92230
Larry D. Smith Correctional Facility	1627 S. Hargrave St., Banning, CA 92220
Courts-Central	30755-D Auld Road, Suite L067, Murrieta, CA 92563

Aviation	4850 W. Stetson Avenue, Hemet, CA 92545
REGION 2	
Site/Bureau	Address
Palm Desert Station	73-705 Gerald Ford Drive, Palm Desert, CA 92211
Dispatch-East	73520 Fred Waring, Palm Desert, CA 92260
Coroner East	47255 Oasis Street, Indio, CA 92201
John J. Benoit Detention Center	82675 Highway 111, Indio, CA 92201
Thermal Station	86625 Airport Boulevard, Thermal, CA 92274
Mecca Station	91260 Avenue 66, Mecca, CA 92254
Courts-East	46200 Oasis Street, Rm. B15, Indio, CA 92201
REGION 3	
Site/Bureau	Address
Colorado River Station	260 N. Spring Street, Blythe, CA 92225
Blythe Jail	260 N. Spring Street, Blythe, CA 92225

(Sample) FLEETS VEHICLE INSPECTION CHECKLIST

Riverside County Sheriff Fleet Division

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

Vehicle # _____

Work Order or Invoice# _____

Inspection Items	Failed	Corrected	N/A
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 %			
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 / Trapped foreign material)			
Wash and vacuum vehicle (after the road test)			
COMMENTS:			

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

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

Via Email at RSOfleetf@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

EXHIBIT B
PAYMENT PROVISIONS

HOURLY LABOR RATES:

Auto Body and Paint

I. Refinish Labor \$ 72.00 /HR

II. Body Labor \$ 72.00 /HR

Labor rate not covered above for services selected \$ 150.00 /HR

PARTS AND MATERIALS:

Parts OEM \$ _____ Per Vehicle \$ 72.00 /HR

Parts Aftermarket \$ _____ Per Vehicle \$ 72.00 /HR

Paint Material \$ _____ Per Vehicle \$ 53.00 /HR

EXHIBIT C
SHERIFF's FLEET – MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe2WD
Chevrolet	Tahoe4WD
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	Altima
Toyota	Camry
Toyota	Camry/Hybrid









This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report

2024-12-18

Created:	2024-12-18
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAADftrowWgbV3AujWAMjxzNYbb7ySq5JbV

"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

-  Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
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-  Document emailed to ELENA AVALOS (eavalos@fiestaford.com) for signature
2024-12-18 - 0:11:55 AM GMT
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-  Document e-signed by ELENA AVALOS (eavalos@fiestaford.com)
Signature Date: 2024-12-18 - 0:30:09 AM GMT - Time Source: server
-  Document emailed to Amrit Dhillon (adhillon@rivco.org) for signature
2024-12-18 - 0:30:11 AM GMT
-  Email viewed by Amrit Dhillon (adhillon@rivco.org)
2024-12-18 - 8:20:14 PM GMT
-  Document e-signed by Amrit Dhillon (adhillon@rivco.org)
Signature Date: 2024-12-18 - 8:21:18 PM GMT - Time Source: server
-  Agreement completed.
2024-12-18 - 8:21:18 PM GMT

PROFESSIONAL SERVICES AGREEMENT

for

AUTO BODY COLLISION REPAIR AND PAINT SERVICES

between

COUNTY OF RIVERSIDE

and

WARREN-ANDERSON FORD DBA FRITTS FORD



JAN 28 2025 3.24

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This Agreement made and entered into by and between WARREN-ANDERSON FORD DBA FRITTS FORD, 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, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C RSO Fleet.

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 this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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, Payment Provisions. The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of Seven Hundred Fifty Thousand dollars (\$750,00.00) during the Period of

Performance, 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 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
Riverside County Sheriff's Office
7195 Alessandro Blvd.
Riverside, CA 92506
Preferred to email to following:
RSOFLEET@RIVERSIDESHERIFF.ORG

- 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-95330-003-11/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears.
- c) All repair invoices submitted for payment shall include a copy of the CONTRACTOR service/work order that lists the requested reason for service.

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 Codes, 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 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. 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. 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Office
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing

CONTRACTOR

Warren Anderson Ford dba Fritts Ford
8000 Auto Dr
Riverside, CA 92504
Attn: Manny Mejia
mmejia@frittsford.com

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 \$2,000,000 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 ELECTRONIC SIGNATURES: 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 of the 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 signature(s) included herein 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. 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.

23.13 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.

[signature page to follow]

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: 
V. Manuel Perez, Chair
Board of Supervisors

Dated: 1/28/2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel
Dated: Dec 18, 2024

WARREN-ANDERSON FORD
DBA FRITTS FORD, a California
corporation

By: 
Duane L Pratt
President

Dated: Dec 18, 2024

JAN 28 2025 324

EXHIBIT A SCOPE OF SERVICE

Purpose and Background: Warren-Anderson Ford dba Fritts Ford (CONTRACTOR) shall provide the COUNTY with autobody collision repair and paint services.

1. QUALIFICATIONS

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

1.2 CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years.. The CONTRACTOR shall provide record of performance to the COUNTY when requested and must continue to have satisfactory performance within the term of this Agreement.

1.3 CONTRACTOR must be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit

1.4 The CONTRACTOR's technicians servicing COUNTY vehicles shall be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent. Proof of this certification may be requested and provided to the COUNTY.

1.5 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 C (Sheriff's Fleet- Make and Models) page 28.

1.6 Requirements of South Coast Air Quality Management District (AQMD) and as applicable per type of vehicle and regulation must be followed. The CONTRACTOR shall be responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.

1.7 Warranties 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 COUNTY

2. SERVICES

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

- a) Body Repair
- b) Frame Repair

- c) Paint Work
- d) Glass Repair/Replacement
- e) Suspension Repair
- f) Brake Repair
- g) Steering Repair
- h) Electrical Repair
- i) Airbag System Repair
- j) Component Replacement

2.1 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.

2.2 CONTRACTOR shall complete repairs according to the following turnaround times:
The COUNTY Sheriff's Office requires repairs to be completed in a reasonable time. If delays should arise, the Sheriff's Office requests that it be communicated to the COUNTY designated Fleet Department contact at email address: rsfleet@riversidesheriff.org

2.3 Written Estimates, Diagnostic and Labor Cost Pricing-. 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 include applicable sale tax.

2.3.1 CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty.

2.3.2 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

2.4 Required Approvals - Vehicle service process shall include the following:
CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the COUNTY's designated Sheriff's Fleet Department contact/project manager/fleet service manager 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. The COUNTY will not be responsible for any charges resulting from repairs made without the required approval.

2.5 Site of Work to be Performed :

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. 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. 2.6 Security of Vehicles: 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.

2.6.1 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.

- a) 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.
- b) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

2.7 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.

2.8 Inspection of Work - The COUNTY shall have the right to inspect and 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 sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the COUNTY.

2.9 Monitoring/ Auditing of Automotive Repairs - COUNTY may, at its discretion, randomly audit and/or monitor repairs performed on COUNTY vehicles submitted for maintenance and repair. All maintenance and repairs will be subject to random monitoring within 30 days of the completion of work.

2.10 Parts -All parts shall meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable upon review and approval by the COUNTY. No used parts will be installed. The exception of used/reconditioned parts may be acceptable for body and/or interior work provided the parts meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the COUNTY and or designee authorizing their use before being purchased and installed by the CONTRACTOR. COUNTY reserves the option of providing the CONTRACTOR any parts required to effect maintenance and/or repairs to COUNTY vehicles.

2.11 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 claim.

2.12 CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair

- a) Warranties - Repair work performed by the CONTRACTOR shall be warrantied at a minimum 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.
- 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.

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 for updating all addresses 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. Contract Representative and an approved alternate shall be available locally Monday through Friday during standard business hours. This Contract Representative shall

provide overall management and coordination of the Contract on the Proposer's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

Sites / Bureaus by Region

The Sheriff's Department is divided into 4 Regions as noted below. Use this list as a reference when completing the following section to identify the service you are able to provide in each area.

HEADQUARTERS REGION	
Site/Bureau	Address
Coroner West/Public Admin	800 S. Redlands Avenue, Perris, CA 92570
Perris Station	137 N. Perris Blvd., Ste. A, Perris, CA 92570
Special Enforcement Bureau	24312 Daytona Cove, Perris, CA 92570
BCTC	16791 Davis Avenue, Riverside, CA 92518
Sheriff's Fleet Unit	7195 Alessandro Blvd., Riverside, CA 92506
Moreno Valley Station	22850 Calle San Juan De Los Lagos, Moreno Valley, CA 92553
Administration	4095 Lemon Street, Riverside, CA 92501
Robert Presley Detention Center	4000 Orange Street, Riverside, CA 92501
Jurupa Valley Station	7477 Mission Blvd., Jurupa Valley, CA 92509
HDT/SIB/TSB	1500 Castellano Rd., Riverside, CA 92509
CAL-ID	1260 Palmyrita Avenue, Riverside, CA 92507
Norco Station	2870 Clark Avenue, Norco, CA 92860
Professional Standards Bureau	3403 Tenth St, Suite 110, Riverside, CA 92501
Forensics	137 N. Perris Blvd., Ste. B, Perris, CA 92570
REGION 1	
Site/Bureau	Address
Lake Mathews Station	9 Latitude Way, Corona, CA 92881
Lake Elsinore Station	333 Limited Avenue, Lake Elsinore, CA 92530
Southwest Station	30755-A Auld Road, Murrieta, CA 92563
Cois Byrd Detention Center	30755-B Auld Road, Murrieta, CA 92563
Hemet Station	43950 Acacia Avenue, Suite B, Hemet, CA 92544
Lake Hemet Substation	56550 Highway 74, Mountain Center, CA 92561
San Jacinto Station	160 W. Sixth Street, San Jacinto, CA 92583
Cabazon Station	50290 Main Street, Cabazon, CA 92230
Larry D. Smith Correctional Facility	1627 S. Hargrave St., Banning, CA 92220
Courts-Central	30755-D Auld Road, Suite L067, Murrieta, CA 92563

Aviation	4850 W. Stetson Avenue, Hemet, CA 92545
REGION 2	
Site/Bureau	Address
Palm Desert Station	73-705 Gerald Ford Drive, Palm Desert, CA 92211
Dispatch-East	73520 Fred Waring, Palm Desert, CA 92260
Coroner East	47255 Oasis Street, Indio, CA 92201
John J. Benoit Detention Center	82675 Highway 111, Indio, CA 92201
Thermal Station	86625 Airport Boulevard, Thermal, CA 92274
Mecca Station	91260 Avenue 66, Mecca, CA 92254
Courts-East	46200 Oasis Street, Rm. B15, Indio, CA 92201
REGION 3	
Site/Bureau	Address
Colorado River Station	260 N. Spring Street, Blythe, CA 92225
Blythe Jail	260 N. Spring Street, Blythe, CA 92225

(Sample) FLEETS VEHICLE INSPECTION CHECKLIST

Riverside County Sheriff Fleet Division

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

Vehicle # _____

Work Order or Invoice# _____

Inspection Items	Failed	Corrected	N/A
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 %			
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 / Trapped foreign material)			
Wash and vacuum vehicle (after the road test)			
COMMENTS:			

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

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

Via Email at RSOfleetf@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

EXHIBIT B
PAYMENT PROVISIONS

HOURLY LABOR RATES:

Auto Body and Paint

I. Refinish Labor \$ 75.00 /HR

II. Body Labor \$ 75.00 /HR

Labor rate not covered above for services selected \$ 90.00 /HR

PARTS AND MATERIALS:

Parts OEM \$ _____ Per Vehicle \$ _____ /HR

Parts Aftermarket \$ _____ Per Vehicle \$ _____ /HR

Paint Material \$ _____ Per Vehicle \$ 42.00 /HR

EXHIBIT C
SHERIFF's FLEET – MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe2WD
Chevrolet	Tahoe4WD
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	Altima
Toyota	Camry
Toyota	Camry/Hybrid









This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report

2024-12-18

Created:	2024-12-18
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
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"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

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PROFESSIONAL SERVICES AGREEMENT

for

AUTO BODY COLLISION REPAIR AND PAINT SERVICES

between

COUNTY OF RIVERSIDE

and

PALM SPRINGS MOTORS, INC.



JAN 28 2025 3.24

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This Agreement made and entered into by and between PALM SPRINGS MOTOR 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, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C RSO Fleet.

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, Payment Provisions. The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of Seven Hundred Fifty Thousand dollars (\$750,00.00) during the Period of Performance, 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 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
Riverside County Sheriff's Office
7195 Alessandro Blvd.
Riverside, CA 92506
Preferred to email to following:
RSOFLEET@RIVERSIDESHERIFF.ORG

- 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-95330-005-11/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

- c) All repair invoices submitted for payment shall include a copy of the CONTRACTOR service/work order that lists the requested reason for service.

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 Codes, 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 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. 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. 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Office
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing

CONTRACTOR

Palm Springs Motors, INC
69-200 East Palm Cyn DR.
Cathedral City, CA 92234
Attn: Ivan Rodriguez
irodriguez@palmspringmotors.com

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 \$2,000,000 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 ELECTRONIC SIGNATURES: 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 of the 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 signature(s) included herein 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. 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.

23.13 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.

[signature page to follow]

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: 
V. Manuel Perez, Chair
Board of Supervisors

Dated: 1/28/2025


ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel
Dated: Dec 18, 2024

PALM SPRINGS MOTORS, INC.,
a California corporation

By: 
Ivan Rodriguez
Assistant Vice President

Dated: Dec 18, 2024

EXHIBIT A SCOPE OF SERVICE

Purpose and Background: Palm Springs Motors, Inc., (CONTRACTOR) shall provide the COUNTY with autobody collision repair and paint services.

1. QUALIFICATIONS

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

1.2 CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. The CONTRACTOR shall provide record of performance to the COUNTY when requested and must continue to have satisfactory performance within the term of this Agreement.

1.3 CONTRACTOR must be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit

1.4 The CONTRACTOR's technicians servicing COUNTY vehicles shall be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent. Proof of this certification may be requested and provided to the COUNTY.

1.5 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 C (Sheriff's Fleet- Make and Models) page 28.

1.6 Requirements of South Coast Air Quality Management District (AQMD) and as applicable per type of vehicle and regulation must be followed. The CONTRACTOR shall be responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.

1.7 Warranties 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 COUNTY

2. SERVICES

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

- a) Body Repair
- b) Frame Repair
- c) Paint Work

- d) Glass Repair/Replacement
- e) Suspension Repair
- f) Brake Repair
- g) Steering Repair
- h) Electrical Repair
- i) Airbag System Repair
- j) Component Replacement

2.1 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.

2.2 CONTRACTOR shall complete repairs according to the following turnaround times:
The COUNTY Sheriff's Office requires repairs to be completed in a reasonable time. If delays should arise, the Sheriff's Office requests that it be communicated to the COUNTY designated Fleet Department contact at email address: rsfleet@riversidesheriff.org

2.3 Written Estimates, Diagnostic and Labor Cost Pricing-. 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 include applicable sale tax.

2.3.1 CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty.

2.3.2 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

2.4 Required Approvals - Vehicle service process shall include the following:
CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the COUNTY's designated Sheriff's Fleet Department contact/project manager/fleet service manager 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. The COUNTY will not be responsible for any charges resulting from repairs made without the required approval.

2.5 Site of Work to be Performed:

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. 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. 2.6 Security of Vehicles: 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.

2.6.1 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.

a) 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.

b) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

2.7 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.

2.8 Inspection of Work - The COUNTY shall have the right to inspect and 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 sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the COUNTY.

2.9 Monitoring/ Auditing of Automotive Repairs - COUNTY may, at its discretion, randomly audit and/or monitor repairs performed on COUNTY vehicles submitted for maintenance and repair. All maintenance and repairs will be subject to random monitoring within 30 days of the completion of work.

2.10 Parts - All parts shall meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable upon review and approval by the COUNTY. No used parts will be installed. The exception of used/reconditioned parts may be acceptable for body and/or interior work provided the parts meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the COUNTY and or designee authorizing their use before being purchased and installed by the CONTRACTOR. COUNTY reserves the option of providing the CONTRACTOR any parts required to effect maintenance and/or repairs to COUNTY vehicles.

2.11 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 claim.

2.12 CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair

- a) Warranties - Repair work performed by the CONTRACTOR shall be warranted at a minimum 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.
- 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.

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 for updating all addresses 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. Contract Representative and an approved alternate shall be

available locally Monday through Friday during standard business hours. This Contract Representative shall provide overall management and coordination of the Contract on the Proposer's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

Sites / Bureaus by Region

The Sheriff's Department is divided into 4 Regions as noted below. Use this list as a reference when completing the following section to identify the service you are able to provide in each area.

HEADQUARTERS REGION	
Site/Bureau	Address
Coroner West/Public Admin	800 S. Redlands Avenue, Perris, CA 92570
Perris Station	137 N. Perris Blvd., Ste. A, Perris, CA 92570
Special Enforcement Bureau	24312 Daytona Cove, Perris, CA 92570
BCTC	16791 Davis Avenue, Riverside, CA 92518
Sheriff's Fleet Unit	7195 Alessandro Blvd., Riverside, CA 92506
Moreno Valley Station	22850 Calle San Juan De Los Lagos, Moreno Valley, CA 92553
Administration	4095 Lemon Street, Riverside, CA 92501
Robert Presley Detention Center	4000 Orange Street, Riverside, CA 92501
Jurupa Valley Station	7477 Mission Blvd., Jurupa Valley, CA 92509
HDT/SIB/TSB	1500 Castellano Rd., Riverside, CA 92509
CAL-ID	1260 Palmyrita Avenue, Riverside, CA 92507
Norco Station	2870 Clark Avenue, Norco, CA 92860
Professional Standards Bureau	3403 Tenth St, Suite 110, Riverside, CA 92501
Forensics	137 N. Perris Blvd., Ste. B, Perris, CA 92570
REGION 1	
Site/Bureau	Address
Lake Mathews Station	9 Latitude Way, Corona, CA 92881
Lake Elsinore Station	333 Limited Avenue, Lake Elsinore, CA 92530
Southwest Station	30755-A Auld Road, Murrieta, CA 92563
Cois Byrd Detention Center	30755-B Auld Road, Murrieta, CA 92563
Hemet Station	43950 Acacia Avenue, Suite B, Hemet, CA 92544
Lake Hemet Substation	56550 Highway 74, Mountain Center, CA 92561
San Jacinto Station	160 W. Sixth Street, San Jacinto, CA 92583
Cabazon Station	50290 Main Street, Cabazon, CA 92230
Larry D. Smith Correctional Facility	1627 S. Hargrave St., Banning, CA 92220
Courts-Central	30755-D Auld Road, Suite L067, Murrieta, CA 92563

Aviation	4850 W. Stetson Avenue, Hemet, CA 92545
REGION 2	
Site/Bureau	Address
Palm Desert Station	73-705 Gerald Ford Drive, Palm Desert, CA 92211
Dispatch-East	73520 Fred Waring, Palm Desert, CA 92260
Coroner East	47255 Oasis Street, Indio, CA 92201
John J. Benoit Detention Center	82675 Highway 111, Indio, CA 92201
Thermal Station	86625 Airport Boulevard, Thermal, CA 92274
Mecca Station	91260 Avenue 66, Mecca, CA 92254
Courts-East	46200 Oasis Street, Rm. B15, Indio, CA 92201
REGION 3	
Site/Bureau	Address
Colorado River Station	260 N. Spring Street, Blythe, CA 92225
Blythe Jail	260 N. Spring Street, Blythe, CA 92225

(Sample) FLEETS VEHICLE INSPECTION CHECKLIST

Riverside County Sheriff Fleet Division

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

Vehicle # _____

Work Order or Invoice# _____

Inspection Items	Failed	Corrected	N/A
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 %			
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 / Trapped foreign material)			
Wash and vacuum vehicle (after the road test)			
COMMENTS:			

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

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

Via Email at RSOfleetf@riversidesheriff.org

Signature _____ Employee Name/ID _____ Date _____

EXHIBIT B
PAYMENT PROVISIONS

HOURLY LABOR RATES:

Auto Body and Paint

I. Refinish Labor \$ 105.00 /HR

II. Body Labor \$ 105.00 /HR

Labor rate not covered above for services selected \$ 105.00 /HR

PARTS AND MATERIALS:

Parts OEM \$ _____ Per Vehicle \$ 105.00 /HR

Parts Aftermarket \$ _____ Per Vehicle \$ 105.00 /HR

Paint Material \$ _____ Per Vehicle \$ 60.00 /HR

EXHIBIT C

SHERIFF's FLEET – MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe2WD
Chevrolet	Tahoe4WD
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	Altima
Toyota	Camry
Toyota	Camry/Hybrid









This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABARwwpH4OFZLfgzsVj9ozt95K-0fTbiTEx

"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

-  Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
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-  Document emailed to Ivan Rodriguez (irodriguez@palmspringmotors.com) for signature
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-  Document e-signed by Amrit Dhillion (adhillon@rivco.org)
Signature Date: 2024-12-19 - 0:06:08 AM GMT - Time Source: server
-  Agreement completed.
2024-12-19 - 0:06:08 AM GMT

PROFESSIONAL SERVICES AGREEMENT

for

AUTO BODY COLLISION REPAIR AND PAINT SERVICES

between

COUNTY OF RIVERSIDE

and

MR. BILL'S TOUCH UP SERVICES INC.

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This Agreement made and entered into by and between MR. BILL'S TOUCH UP SERVICES 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, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C RSO Fleet.

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, Payment Provisions. The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of Five Hundred Thousand dollars (\$500,00.00) during the Period of

Performance, 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 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
Riverside County Sheriff's Office
7195 Alessandro Blvd.
Riverside, CA 92506
Preferred to email to following:
RSOFLEET@RIVERSIDESHERIFF.ORG

- 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-95330-004-11/29 ; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears.
- c) All repair invoices submitted for payment shall include a copy of the CONTRACTOR service/work order that lists the requested reason for service.

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 Codes, 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 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. 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. 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Office
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing

CONTRACTOR

Mr. Bill's Body Shop
26765 Madison Ave STE 104
Murrieta, CA 92562
Attn: Bill Wilson
Bill@mrbillstouchup.com

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 \$2,000,000 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 ELECTRONIC SIGNATURES: 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 of the 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 signature(s) included herein 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. 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.

23.13 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.

[signature page to follow]

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: 
V. Manuel Perez, Chair
Board of Supervisors

Dated: 1/28/2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel
Dated: Dec 19, 2024

MR. BILL'S TOUCH UP SERVICES INC.,
a California Corporation

By: 
Name: Bill Wilson
Title: Chief Executive Officer

Dated: Dec 17, 2024

EXHIBIT A SCOPE OF SERVICE

Purpose and Background: Mr. Bill's Touch Up Services Inc., (CONTRACTOR) shall provide the COUNTY with autobody collision repair and paint services.

1. QUALIFICATIONS

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

1.2 CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years. The CONTRACTOR shall provide record of performance to the COUNTY when requested and must continue to have satisfactory performance within the term of this Agreement.

1.3 CONTRACTOR must be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit

1.4 The CONTRACTOR's technicians servicing COUNTY vehicles shall be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent. Proof of this certification may be requested and provided to the COUNTY.

1.5 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 C (Sheriff's Fleet- Make and Models) page 28.

1.6 Requirements of South Coast Air Quality Management District (AQMD) and as applicable per type of vehicle and regulation must be followed. The CONTRACTOR shall be responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.

1.7 Warranties 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 COUNTY

2. SERVICES

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

- a) Body Repair
- b) Frame Repair

- c) Paint Work
- d) Glass Repair/Replacement
- e) Suspension Repair
- f) Brake Repair
- g) Steering Repair
- h) Electrical Repair
- i) Airbag System Repair
- j) Component Replacement

2.1 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.

2.2 CONTRACTOR shall complete repairs according to the following turnaround times:
The COUNTY Sheriff's Office requires repairs to be completed in a reasonable time. If delays should arise, the Sheriff's Office requests that it be communicated to the COUNTY designated Fleet Department contact at email address: rsfleet@riversidesheriff.org

2.3 Written Estimates, Diagnostic and Labor Cost Pricing-. 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 include applicable sale tax.

2.3.1 CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty.
2.3.2 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

2.4 Required Approvals - Vehicle service process shall include the following:
CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the COUNTY's designated Sheriff's Fleet department contact/project manager/fleet service manager 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. The COUNTY will not be responsible for any charges resulting from repairs made without the required approval.

2.5 Site of Work to be Performed :

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. 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. 2.6 Security of Vehicles: 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.

2.6.1 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.

a) 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.

b) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

2.7 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.

2.8 Inspection of Work - The COUNTY shall have the right to inspect and 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 sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the COUNTY.

2.9 Monitoring/ Auditing of Automotive Repairs - COUNTY may, at its discretion, randomly audit and/or monitor repairs performed on COUNTY vehicles submitted for maintenance and repair. All maintenance and repairs will be subject to random monitoring within 30 days of the completion of work.

2.10 Parts -All parts shall meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable upon review and approval by the COUNTY. No used parts will be installed. The exception of used/reconditioned parts may be acceptable for body and/or interior work provided the parts meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the COUNTY and or designee authorizing their use before being purchased and installed by the CONTRACTOR. COUNTY reserves the option of providing the CONTRACTOR any parts required to effect maintenance and/or repairs to COUNTY vehicles.

2.11 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 claim.

2.12 CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair

- a) Warranties - Repair work performed by the CONTRACTOR shall be warrantied at a minimum 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.
- 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.

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 for updating all addresses 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. Contract Representative and an approved alternate shall be available locally Monday through Friday during standard business hours. This Contract Representative shall

provide overall management and coordination of the Contract on the Proposer's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

Sites / Bureaus by Region

The Sheriff's Department is divided into 4 Regions as noted below. Use this list as a reference when completing the following section to identify the service you are able to provide in each area.

HEADQUARTERS REGION	
Site/Bureau	Address
Coroner West/Public Admin	800 S. Redlands Avenue, Perris, CA 92570
Perris Station	137 N. Perris Blvd., Ste. A, Perris, CA 92570
Special Enforcement Bureau	24312 Daytona Cove, Perris, CA 92570
BCTC	16791 Davis Avenue, Riverside, CA 92518
Sheriff's Fleet Unit	7195 Alessandro Blvd., Riverside, CA 92506
Moreno Valley Station	22850 Calle San Juan De Los Lagos, Moreno Valley, CA 92553
Administration	4095 Lemon Street, Riverside, CA 92501
Robert Presley Detention Center	4000 Orange Street, Riverside, CA 92501
Jurupa Valley Station	7477 Mission Blvd., Jurupa Valley, CA 92509
HDT/SIB/TSB	1500 Castellano Rd., Riverside, CA 92509
CAL-ID	1260 Palmyrita Avenue, Riverside, CA 92507
Norco Station	2870 Clark Avenue, Norco, CA 92860
Professional Standards Bureau	3403 Tenth St, Suite 110, Riverside, CA 92501
Forensics	137 N. Perris Blvd., Ste. B, Perris, CA 92570
REGION 1	
Site/Bureau	Address
Lake Mathews Station	9 Latitude Way, Corona, CA 92881
Lake Elsinore Station	333 Limited Avenue, Lake Elsinore, CA 92530
Southwest Station	30755-A Auld Road, Murrieta, CA 92563
Cois Byrd Detention Center	30755-B Auld Road, Murrieta, CA 92563
Hemet Station	43950 Acacia Avenue, Suite B, Hemet, CA 92544
Lake Hemet Substation	56550 Highway 74, Mountain Center, CA 92561
San Jacinto Station	160 W. Sixth Street, San Jacinto, CA 92583
Cabazon Station	50290 Main Street, Cabazon, CA 92230
Larry D. Smith Correctional Facility	1627 S. Hargrave St., Banning, CA 92220
Courts-Central	30755-D Auld Road, Suite L067, Murrieta, CA 92563

Aviation	4850 W. Stetson Avenue, Hemet, CA 92545
REGION 2	
Site/Bureau	Address
Palm Desert Station	73-705 Gerald Ford Drive, Palm Desert, CA 92211
Dispatch-East	73520 Fred Waring, Palm Desert, CA 92260
Coroner East	47255 Oasis Street, Indio, CA 92201
John J. Benoit Detention Center	82675 Highway 111, Indio, CA 92201
Thermal Station	86625 Airport Boulevard, Thermal, CA 92274
Mecca Station	91260 Avenue 66, Mecca, CA 92254
Courts-East	46200 Oasis Street, Rm. B15, Indio, CA 92201
REGION 3	
Site/Bureau	Address
Colorado River Station	260 N. Spring Street, Blythe, CA 92225
Blythe Jail	260 N. Spring Street, Blythe, CA 92225

(Sample) FLEETS VEHICLE INSPECTION CHECKLIST

Riverside County Sheriff Fleet Division

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

Vehicle # _____

Work Order or Invoice# _____

Inspection Items	Failed	Corrected	N/A
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 %			
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 / Trapped foreign material)			
Wash and vacuum vehicle (after the road test)			
COMMENTS:			

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

Once complete, please send 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 B
PAYMENT PROVISIONS

HOURLY LABOR RATES:

Auto Body and Paint

I. Refinish Labor \$ 75.00 /HR

II. Body Labor \$ 75.00 /HR

Labor rate not covered above for services selected \$ _____/HR

PARTS AND MATERIALS:

Parts OEM \$ _____ Per Vehicle \$ 75.00 /HR

Parts Aftermarket \$ _____ Per Vehicle \$ 75.00 /HR

Paint Material \$ _____ Per Vehicle \$ 50.00 /HR

EXHIBIT C
SHERIFF's FLEET – MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe2WD
Chevrolet	Tahoe4WD
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	Altima
Toyota	Camry
Toyota	Camry/Hybrid









This Agreement is made and entered into by
and between the COUNTY OF RIVERSIDE,
hereinafter

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMOeC1LmSSNY96eXyl_ptH0qXudcnytEe

"This Agreement is made and entered into by and between the
COUNTY OF RIVERSIDE, hereinafter" History

-  Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2024-12-18 - 0:28:33 AM GMT
-  Document emailed to Bill Wilson (bill@mrbillstouchup.com) for signature
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-  Document e-signed by Bill Wilson (bill@mrbillstouchup.com)
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-  Document emailed to AMRIT DHILLON (adhillon@rivco.org) for signature
2024-12-18 - 1:07:35 AM GMT
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2024-12-19 - 6:47:20 PM GMT
-  Document e-signed by AMRIT DHILLON (adhillon@rivco.org)
Signature Date: 2024-12-19 - 6:47:42 PM GMT - Time Source: server
-  Agreement completed.
2024-12-19 - 6:47:42 PM GMT

PROFESSIONAL SERVICES AGREEMENT

for

AUTO BODY COLLISION REPAIR AND PAINT SERVICES

between

COUNTY OF RIVERSIDE

and

2 EASY INC. DBA MAACO AUTO BODY AND PAINT

JAN 28 2025 3.24

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This Agreement made and entered into by and between 2 EASY INC., a California corporation, DBA MAACO AUTO BODY and PAINT (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, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C RSO Fleet.

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, Payment Provisions. The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of One Million Dollars (\$1,000,00.00) during the Period of Performance,

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 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
Riverside County Sheriff's Office
7195 Alessandro Blvd.
Riverside, CA 92506
Preferred to email to following:
RSOFLEET@RIVERSIDESHERIFF.ORG

- 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-95330-001-11/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears.
- c) All repair invoices submitted for payment shall include a copy of the CONTRACTOR service/work order that lists the requested reason for service.

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 Codes, 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 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. 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. 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Office
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing

CONTRACTOR

2 Easy Inc. DBA Maaco Auto Body and Paint
27561 Commerce Center Dr.
Temecula, CA 92590
Attn: Marc Navarro
Marc.navarro@2easyinc.com

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 \$2,000,000 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 ELECTRONIC SIGNATURES: 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 of the 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 signature(s) included herein 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. 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.

23.13 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.

[signature page to follow]

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

**2 EASY INC., DBA MAACO AUTO BODY
AND PAINT**, a California Corporation

By: V. Manuel Perez
V. Manuel Perez, Chair
Board of Supervisors

By: Marc Navarro
Marc Navarro (Dec 17, 2024 18:07 PST)
Marc Navarro, Chief Executive Officer

Dated: 1/28/2025

Dated: Dec 17, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: Sherry L. Rector
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel
Dated: Dec 18, 2024

JAN 28 2025 324

**EXHIBIT A
SCOPE OF SERVICE**

Purpose and Background: 2 Easy Inc., a California corporation, DBA Maaco Auto Body and Paint, (CONTRACTOR) shall provide the COUNTY with autobody collision repair and paint services.

1. QUALIFICATIONS

1.1. CONTRACTOR must maintain the following qualifications throughout the term of the Agreement.

1.2 CONTRACTOR shall have no record of unsatisfactory performance within the past three (3) years.. The CONTRACTOR shall provide record of performance to the COUNTY when requested and must continue to have satisfactory performance within the term of this Agreement.

1.3 CONTRACTOR must be registered with the State of California Bureau of Automotive Repair (BAR) and have a Riverside County Hazardous Waste Generator Permit

1.4 The CONTRACTOR's technicians servicing COUNTY vehicles shall be certified through an accredited program such as National Institute for Automotive Service Excellence (ASE) or equivalent. Proof of this certification may be requested and provided to the COUNTY.

1.5 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 C (Sheriff's Fleet- Make and Models) page 28.

1.6 Requirements of South Coast Air Quality Management District (AQMD) and as applicable per type of vehicle and regulation must be followed. The CONTRACTOR shall be responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State and Federal regulations.

1.7 Warranties 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 COUNTY

2. SERVICES

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

a) Body Repair

- b) Frame Repair
- c) Paint Work
- d) Glass Repair/Replacement
- e) Suspension Repair
- f) Brake Repair
- g) Steering Repair
- h) Electrical Repair
- i) Airbag System Repair
- j) Component Replacement

2.1 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.

2.2 CONTRACTOR shall complete repairs according to the following turnaround times:
The COUNTY Sheriff's Office requires repairs to be completed in a reasonable time. If delays should arise, the Sheriff's Office requests that it be communicated to the COUNTY designated Fleet Department contact at email address: rsfleet@riversidesheriff.org

2.3 Written Estimates, Diagnostic and Labor Cost Pricing-. 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 include applicable sale tax.

2.3.1 CONTRACTOR must check all recommended repairs against each vehicle's manufacturer's warranty.

2.3.2 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

2.4 Required Approvals - Vehicle service process shall include the following:

CONTRACTOR shall provide estimate repair/maintenance cost. For service that exceeds the \$400 dollar threshold, CONTRACTOR must obtain approval from the COUNTY's designated Sheriff's Fleet department contact/project manager/fleet service manager 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. The COUNTY will not be responsible for any charges resulting from repairs made without the required approval.

2.5 Site of Work to be Performed :

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. 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.

2.6 Security of Vehicles: 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.

2.6.1 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.

- a) 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.
- b) CONTRACTOR may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR.

2.7 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.

2.8 Inspection of Work - The COUNTY shall have the right to inspect and 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 sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to the COUNTY.

2.9 Monitoring/ Auditing of Automotive Repairs - COUNTY may, at its discretion, randomly audit and/or monitor repairs performed on COUNTY vehicles submitted for maintenance and repair. All maintenance and repairs will be subject to random monitoring within 30 days of the completion of work.

2.10 Parts -All parts shall meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable upon review and approval by the COUNTY. No used parts will be installed. The exception of used/reconditioned parts may be acceptable for body and/or interior work provided the parts meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the COUNTY and or designee authorizing their use before being purchased and installed by the CONTRACTOR. COUNTY reserves the option of providing the CONTRACTOR any parts required to effect maintenance and/or repairs to COUNTY vehicles.

2.11 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 claim.

2.12 CONTRACTOR Requirements for General Automotive Repair and Medium-Heavy Equipment Repair

- a) Warranties - Repair work performed by the CONTRACTOR shall be warrantied at a minimum 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.
- 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.

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 for updating all addresses 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. Contract Representative and an approved alternate shall be available locally Monday through Friday during standard business hours. This Contract Representative shall provide overall management and coordination of the Contract on the Proposer's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

Sites / Bureaus by Region

The Sheriff's Department is divided into 4 Regions as noted below. Use this list as a reference when completing the following section to identify the service you are able to provide in each area.

HEADQUARTERS REGION	
Site/Bureau	Address
Coroner West/Public Admin	800 S. Redlands Avenue, Perris, CA 92570
Perris Station	137 N. Perris Blvd., Ste. A, Perris, CA 92570
Special Enforcement Bureau	24312 Daytona Cove, Perris, CA 92570
BCTC	16791 Davis Avenue, Riverside, CA 92518
Sheriff's Fleet Unit	7195 Alessandro Blvd., Riverside, CA 92506
Moreno Valley Station	22850 Calle San Juan De Los Lagos, Moreno Valley, CA 92553
Administration	4095 Lemon Street, Riverside, CA 92501
Robert Presley Detention Center	4000 Orange Street, Riverside, CA 92501
Jurupa Valley Station	7477 Mission Blvd., Jurupa Valley, CA 92509
HDT/SIB/TSB	1500 Castellano Rd., Riverside, CA 92509
CAL-ID	1260 Palmyrita Avenue, Riverside, CA 92507
Norco Station	2870 Clark Avenue, Norco, CA 92860
Professional Standards Bureau	3403 Tenth St, Suite 110, Riverside, CA 92501
Forensics	137 N. Perris Blvd., Ste. B, Perris, CA 92570
REGION 1	
Site/Bureau	Address
Lake Mathews Station	9 Latitude Way, Corona, CA 92881
Lake Elsinore Station	333 Limited Avenue, Lake Elsinore, CA 92530
Southwest Station	30755-A Auld Road, Murrieta, CA 92563
Cois Byrd Detention Center	30755-B Auld Road, Murrieta, CA 92563
Hemet Station	43950 Acacia Avenue, Suite B, Hemet, CA 92544
Lake Hemet Substation	56550 Highway 74, Mountain Center, CA 92561
San Jacinto Station	160 W. Sixth Street, San Jacinto, CA 92583
Cabazon Station	50290 Main Street, Cabazon, CA 92230
Larry D. Smith Correctional Facility	1627 S. Hargrave St., Banning, CA 92220
Courts-Central	30755-D Auld Road, Suite L067, Murrieta, CA 92563

Aviation	4850 W. Stetson Avenue, Hemet, CA 92545
REGION 2	
Site/Bureau	Address
Palm Desert Station	73-705 Gerald Ford Drive, Palm Desert, CA 92211
Dispatch-East	73520 Fred Waring, Palm Desert, CA 92260
Coroner East	47255 Oasis Street, Indio, CA 92201
John J. Benoit Detention Center	82675 Highway 111, Indio, CA 92201
Thermal Station	86625 Airport Boulevard, Thermal, CA 92274
Mecca Station	91260 Avenue 66, Mecca, CA 92254
Courts-East	46200 Oasis Street, Rm. B15, Indio, CA 92201
REGION 3	
Site/Bureau	Address
Colorado River Station	260 N. Spring Street, Blythe, CA 92225
Blythe Jail	260 N. Spring Street, Blythe, CA 92225

(Sample) FLEETS VEHICLE INSPECTION CHECKLIST

Riverside County Sheriff Fleet Division

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

Vehicle # _____

Work Order or Invoice# _____

Inspection Items	Failed	Corrected	N/A
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 %			
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 / Trapped foreign material)			
Wash and vacuum vehicle (after the road test)			
COMMENTS:			

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

Once complete, please send 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 B
PAYMENT PROVISIONS

HOURLY LABOR RATES:

Auto Body and Paint

I. Refinish Labor \$ 60.00 /HR

II. Body Labor \$ 60.00 /HR

Labor rate not covered above for services selected \$ _____/HR

PARTS AND MATERIALS:

Parts OEM \$ _____ Per Vehicle \$ _____/HR

Parts Aftermarket \$ _____ Per Vehicle \$ _____/HR

Paint Material \$ 150.00 Per Vehicle \$ _____/HR

EXHIBIT C
SHERIFF's FLEET – MAKE AND MODELS

Make	Model
Chevrolet	Caprice
Chevrolet	Impala
Chevrolet	Malibu
Chevrolet	Malibu-Hybrid
Chevrolet	Silverado 1500
Chevrolet	Tahoe2WD
Chevrolet	Tahoe4WD
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	Altima
Toyota	Camry
Toyota	Camry/Hybrid



This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report

2024-12-18

Created:	2024-12-18
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmrHemZzvdDy84MqlDASHfOPzqWYOQasp

"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

-  Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2024-12-18 - 0:06:19 AM GMT
-  Document emailed to Marc Navarro (marc.navarro@2easyinc.com) for signature
2024-12-18 - 0:06:24 AM GMT
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-  Document e-signed by Amrit Dhillon (adhillon@rivco.org)
Signature Date: 2024-12-18 - 8:17:41 PM GMT - Time Source: server
-  Agreement completed.
2024-12-18 - 8:17:41 PM GMT